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2125.02 Classifications

The classifications included in the bargaining unit are set forth herein and the salary group to which they are assigned is shown opposite the classification. Employees shall be paid in the salary group to which the classification is assigned in accordance with the wage rates set forth in Section 2125.84. New positions established below the rank or pay grade of Battalion Chief shall be included in the bargaining unit upon their date of establishment.

CLASSIFICATION	SALARY GROUP
Fire-Trainee	80
Fire-Private	80
Fire-Fighter/Paramedic	80
Fire-Lieutenant	81
Fire-Captain	82
Fire Maintenance Bureau Supervisor	82
Fire Communication Bureau Supervisor	82
Fire Prevention Bureau Supervisor	82
Fire E.M.S. Bureau Supervisor	82
Fire Training Bureau Supervisor	82
Fire-#122 / Paramedic Supervisor	81

CLASSIFICATION	SALARY GROUP
Fire Communication Shift Supervisor	81
Fire Prevention Administration Position	81
Fire Training Administrative Position	81
Fire- Arson Investigator	
Fire-Diver Fire-Boat Captain	
Fire-Driver	
Fire-Confined Space	
Fire-Haz-Mat	

Exhibit A

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A Fire-Trainee shall not be assigned to perform emergency fire fighting duties until released from the Toledo Fire and Rescue Training Academy. A Fire-Trainee shall be trained in various phases of the operation of the Department of Fire & Rescue Operations.

The fire communications bureau, fire EMS bureau, the fire prevention bureau, and the fire training bureau shall each have a bureau supervisor. The fire chief shall designate a member from local 92 with the rank of lieutenant or higher to fill the position.

The fire communications bureau, fire EMS bureau, the fire prevention bureau, and the fire training bureau supervisor positions shall be bid. If a vacancy remains unfilled after the completion of the bids, the chief shall follow current practice to fill the vacancy.

A fire communications bureau shall have at least 6 shift supervisors. The fire chief shall designate members from local 92 regardless of rank to fill the positions. On or before December 31, 2020, the fire communications bureau shift supervisors will be reassigned to line operations and the shift supervisor positions will be civilianized.

The fire EMS bureau shall have at least 1 unit #122 / paramedic supervisor. The fire chief shall designate a member from local 92 regardless of rank to fill the position.

The fire administration may have at least four (4) administrative lieutenant positions other than bureau supervisor. The fire chief shall designate a member(s) from local 92 regardless of rank to fill these positions.

The administrative lieutenant positions shall be bid. If a vacancy remains unfilled after the completion of the bids, the chief shall follow current practice and transfer the least senior lieutenant into the position.

If fire unit #122/paramedic supervisor position remains unfilled after the completion of the bids, the chief shall transfer the least senior paramedic lieutenant into the EMS supervisor position.

If any of these designated positions are filled by a member who is not an officer, the position then would not be considered part of the total number of promoted positions within salary groups 81 & 82 that requires a total number of 120-123 positions.

Any member selected by the chief to the above mentioned positions, that is above their current pay grade shall have a probationary period of two (2) years. If the chief has cause to deem that the designee has not been able to fulfill the duties of the position the designee may be removed from that position and put back to their salary group prior to their designation. In the event there is a new fire chief of the department, any of the designated positions that are filled by a member above their current pay grade shall be up for review and changes may be made. This shall be done within one (1) year of the new appointment of the chief.

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FOR THE UNION:

del. Wilson 8/16/18
Arcala M 8/16/18
Mechelle Simon 8/16/18
B. A. Murray 8/16/18
Deborah Phelps 8/16/18
Arcala M 8/16/18

FOR THE CITY:

[Signature] 8/16/18
Anthony Wood 8/16/18
[Signature] 8/16/18
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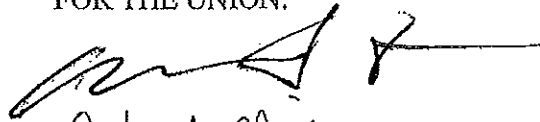

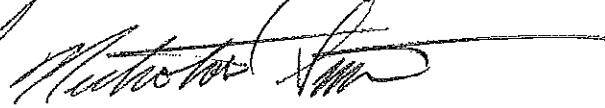
2125.03 Nonrepresentation; Probationary Period

The Union shall represent a new employee upon his/her completion of his/her first sixty (60) compensated work days of employment in the Department, provided, however, that the Union shall not represent the employee in an issue pertaining to the acceptance or rejection of the employee during the remaining time of his/her probationary period, as fixed in section 2125.25.

The Union shall represent those new employees who have completed all training in advance of their first sixty (60) compensated work days of employment in the Department.

The Union shall have the right to address any and all new trainees at some time during the first one hundred twenty (120) days of their employment while they are in attendance at their assigned duties. Such address is not to exceed two (2) hours and shall be for the purpose of informing new trainees of the existence of the Union and its function as representatives of the classifications included in the Bargaining Unit. Such address shall be scheduled through the Office of the Chief of Training.

FOR THE UNION:


Deborah Phelps
Anselm M M
B. P. Munn 12/13/17
Meredith Hill 12/13/17



FOR THE CITY:

Anthony Markward 12/13/17
J. M. Konigowski 12/13/17
Vedell Yanda 12/13/17
Z. Lutz 12/13/17
K. M. W. 12/13/17

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2125.11 Representation and Bill of Rights

(A) The present practice of recognizing union stewards in the various stations, offices, shop and bureaus shall be continued for the purpose of promoting a harmonious relationship between the fire fighters and the City.

Authorized representative(s) of the Union shall have the right to visit the premises at any time during working hours for the purpose of investigating working conditions and compliance with the terms of this Title of Code, providing such representative(s) reports his presence through the company officer, to a Chief Officer of the Department upon entering the premises for such designated purpose, and such visit is to be made in such a manner as to not disrupt the Department operations.

Local 92 shall be granted 120 days per year union release time for the purpose of attending out of town union business as determined by the president. There shall be no carry over, from year to year, of unused release time. Local 92 shall give ten (10) business days notice of their intent to use release time unless conditions prohibit giving such notice.

Local 92 President or his/her designee will be granted full-time union release. THE PRESIDENT OR HIS/HER DESIGNEE SHALL HAVE THE ABILITY TO KEEP THEIR CURRENT BID AND MAINTAIN ALL BID RIGHTS.

(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 be allowed during the questioning for rest periods or for the other physical necessities.

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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 an 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 officer/firefighter 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.

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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.

FOR THE UNION:

Michael Jones 5.21.18
J.P. 5.21.18
B. J. Moore 5/21/18
Anastasia 5/21/18
Deborah Phillips 5/21/18
Matthew 5/21/18
Meredith Hill 5/21/18

FOR THE CITY:

Anthony Martinez 5/21/18
Karin 5/21/18
John Komster 5/21/18
L. J. 5/21/18
Vedette 5/21/18
D. J. Johnson 5/21/18

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2125.13 Negotiations

The Firefighters are entitled to have ~~six (6)~~ **four (4)** representatives (excluding the **President and the** Administrator of the Health Plan) released for contractual negotiations. The members of the Firefighter bargaining team shall receive ~~ninety~~ **seventy-five (75)** days release time prior to the ~~beginning of bargaining over the next collective bargaining agreement which release time shall terminate upon ratification of a new contract or on December 31 of the year current contract expires, whichever occurs first.~~ **Additional time shall be granted for fact finding and conciliation hearing dates. the expiration of this agreement. The bargaining team members will remain on release until the agreement is ratified by the respective parties.** Any other release time for preparation of the latter shall be as needed with any dispute over release time being resolved with an agreed upon third party on an expedited basis.

FOR THE UNION:

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FOR THE CITY:

[Handwritten signatures and dates for the City side]
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2125.15 Grievance Procedure

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

For the purpose of this section, the term "days" is defined as Monday through Friday, weekends and holidays excluded. However, any reference to "calendar days" will include holidays and weekends.

When an employee has a grievance, he/she shall notify the Grievance Representative of the Union within seven (7) days of the occurrence or knowledge thereof. The grievance shall be in writing on a mutually agreed upon grievance form and must contain the date of the occurrence, who was involved and the section of the contract violated, if applicable, along with as much information as possible as to the grievance. The grievance representative shall submit the grievance to the step above that at which the grievance occurred, except when the grievance arises from actions at the directors' level or above, then the grievance will be submitted at Step Two.

STEP ONE: The grievance shall be submitted to the Fire Chief or his/her designee who shall attempt to settle the grievance within seven (7) days. The written answer of the Chief or his/her designee shall answer the specific allegations raised in the grievance and add whatever information he/she feels is pertinent to the grievance. If the answer of the Chief or his/her designated representative is not satisfactory, then the employee/Union shall have seven (7) days to decide if he/she wishes to take this grievance to the next step.

STEP TWO: If the grievance is appealed to Step Two, the Union shall submit the grievance, in writing, to the Directors of Public Safety who shall attempt to settle the dispute and provide a written answer within seven (7) days. In complex cases the Association President may request to meet with the Safety Director or his/her designee to explain the grievance when it is submitted. If a meeting is agreed upon, the time frame for responding shall be extended to seven days after the meeting.

STEP THREE: If the answer of the Directors of Public Safety is not satisfactory, then the Union Executive Board may call for binding arbitration. If it is the decision of the Union to appeal the grievance to arbitration, the Union shall so notify the Director of Public Safety and the Fire Chief in writing within sixty (60) calendar days after the Step Two answer has been received by the Union. Failure to provide written notification within sixty (60) calendar days shall constitute a violation of Section 2125.16 "Default in Answer."

The name of the arbitrator will be selected from a panel requested from the Federal Mediation and Conciliation Service (FMCS), American Arbitration Association (AAA) or the Labor Management-Citizens Committee, whichever service is mutually agreed upon. If the parties cannot agree upon a service, then FMCS will be used. Within seven (7) work days after selection of the service, either the City or the Union shall request a panel of seven (7) names

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from the appropriate service. Upon receipt of the panel, both parties shall meet within seven (7) working days to select the arbitrator using the alternative strike off method.

The hearing shall be conducted by the Arbitrator in whatever manner will most expeditiously permit a full presentation of the evidence and arguments of the parties. The cost of any stenographic record of the proceedings shall be paid by the party requesting such record. If there is no stenographic record, then the Arbitrator shall make an appropriate record of the proceedings. Normally, the hearing shall be completed in one (1) day. In unusual circumstances and for good cause shown, the Arbitrator may extend the hearing, within five (5) work days. There may be post hearing briefs at the request of either party.

The Arbitrator may proceed in the absence of any party who, after due notice, fails to be present. An award shall not be made solely on the default of a party. The Arbitrator shall require the attending party to submit supporting evidence. The Arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered. When both sides have completed their presentations, the Arbitrator shall ask whether either party has any further evidence to offer or witness to be heard. Upon receiving negative replies, the Arbitrator shall declare and note the hearing closed.

The award shall be rendered promptly by the Arbitrator and, unless otherwise agreed by the parties, not later than thirty (30) calendar days from the date of the hearing or the date on which the briefs are submitted, whichever is later. The awards shall be in writing and shall be signed by the Arbitrator.

The expenses of non-City employee witnesses for either side shall be paid by the party producing such witnesses. City employees called as witnesses shall be paid if called during normal working hours.

The Arbitrator shall interpret and apply these rules insofar as they relate to the Arbitrator's powers and duties. The decision rendered by the Arbitrator shall not be precedent setting, but will be final and binding on the specific issue involved. Cost of the Arbitrator shall be borne by the loser.

Issues that were resolved as a result of grievances filed prior to the date of this agreement may be raised as an indication that a prior history exists (past practice) on grievances filed on similar matters during the term of this agreement.

Delivery of grievances and grievance answers shall be at the secure location provided at department headquarters or by fax or email, to be followed up by written acknowledgment of receipt.

All resolutions of grievances shall be in writing, signed by both parties; the City shall forward these agreements to all parties necessary to implement the award.

The foregoing timelines may be shortened or extended by mutual agreement of the parties. Further, the Parties agree that timelines may be extended by mutual agreement to discuss

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issues prior to filling a formal grievance.

Complaint Procedure

A complaint procedure is hereby established to resolve all matters that are not a direct violation of a specific section of this agreement. These complaints shall be forwarded to the Chief, in writing, for his initial resolution, using the grievance procedure as an outline as to procedure.

If the complaints cannot be resolved with the Chief, they will be presented to a mutually selected Umpire, whose decision shall be binding on the parties.

The decision of the Umpire shall not be then subject to the grievance procedure section 2125.15.

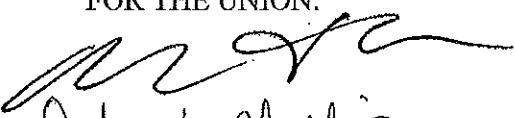
The parties will establish with the Umpire the procedures for filing, hearing and processing the complaints.

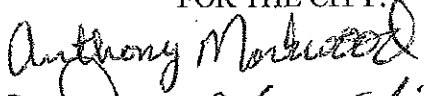
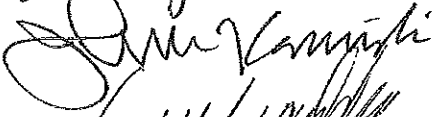


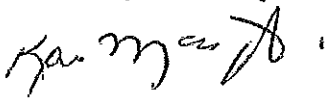
Additionally, if a question arises under 2125.15 as to whether a prior grievance is a past practice or not, the Umpire will resolve this matter prior to a formal grievance being presented.

If the mutually agreed upon Umpire is to be replaced and the parties cannot mutually agree on a successor Umpire, then the current Umpire shall name his/her own successor.

FOR THE UNION:

FOR THE CITY:


 Deborah Phillips
 Aneta M M
 B. [Signature] 12/13/17
 Meredith Hill 12/13/17
 [Signature] 12/13/17
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2125.24 Drug and Alcohol Testing

1. Policy: Statement

The ~~Department of Fire & Rescue Operations~~ Toledo Fire and Rescue Department recognizes illegal drug usage and abuse of alcohol as a threat to the public safety and welfare and to the employees of the department. Thus, the ~~Department of Fire & Rescue Operations~~ Toledo Fire and Rescue Department will take the necessary steps, including drug and alcohol testing, to eliminate illegal drug usage and alcohol abuse. The goal of this policy is prevention and rehabilitation rather than termination.

2. Definitions

The term "drug" includes cannabis as well as other controlled substances as defined in the Ohio Revised Code.

The term "illegal drug usage" includes the use of cannabis or any controlled substance which has not been legally prescribed and/or dispensed, or the abusive use of a legally prescribed drug.

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

All employees will be informed of the Department's drug and alcohol testing policy before testing is administered.

Employees will be provided with information concerning the impact of the use of drugs and alcohol on job performance. In addition, the employer will inform the employees of the manner in which the tests are conducted, the reliability of the tests performed, under what circumstances employee will be subject to testing, what the tests can determine, and the consequences of testing positive for illegal drug use or alcohol abuse. All new employees will be provided with this information when initially hired. No employee shall be tested until this information has been provided.

4. Basis for Ordering an Employee to be Tested for Drug or Alcohol Abuse

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

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

B. Those firefighters on a promotional eligibility list may be tested prior to promotion. Members may be tested prior to being added to the Lucas County Drug License. Random or mass testing is prohibited. All orders requiring employees to submit to drug and/or alcohol

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testing shall be in writing setting forth the reasonable suspicion before the testing is ordered.

C. After any vehicular accident, involving a City vehicle, in which an employee is the driver, the employee may be tested for drug and/or alcohol abuse at the Chief's discretion.

~~5. Basis for Ordering an Employee to be Tested for Alcohol Abuse~~

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

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

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

65. Urine Samples

Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

For a firefighter who tests positive, a professional medical interview with the employee will serve to establish use of drugs currently taken under professional medical supervision.

The employee designated to give a sample must be positively identified prior to any sample being taken.

Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the tests. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

Upon request, an employee shall be entitled to the presence of a union representative before testing is administered, but the exercise of such right shall not unreasonably delay the collection of the sample. For alcohol tests, "unreasonable delay" means twenty (20) minutes or more; for drug tests, "unreasonable delay" means two (2) hours. The city shall notify the union if the administration knows in advance drug or alcohol testing will take place.

76. Alcohol Testing Procedures

An initial positive level of .04 grams per 210 l of breath shall be considered positive for purposes of authorizing a confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the testing

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expunged from the member's personnel file. Only members with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .04 grams per 100 ml of blood. If confirmatory testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the member's personnel file.

Upon request, an employee shall be entitled to the presence of a union representative before testing is administered.

87. Drug Testing Procedures

The laboratory selected by the City to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis testing.

The testing or processing phase shall consist of a two-step procedure.

(i) Initial screening step, and

(ii) Confirmation step. The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report will not be considered positive; rather it will be classified as confirmation pending.

Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than one (1) year.

Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such.

All test results shall be evaluated by a suitably trained physician, or a person with a Ph.D. in chemistry or a related science, or the equivalent in related education or experience, prior to being reported.

All unconfirmed positive test records shall be destroyed by the laboratory. Test results shall be treated with the same confidentiality as other employee medical records. Test results used as evidence for disciplinary action shall also be entitled to the same confidentiality.

98. Screening Test Standards

The lab shall use an immunoassay which meets the requirements of the food and drug administration for commercial distribution. The following initial immunoassay test cutoff levels shall be used when screening urine specimens to determine whether they are negative for the eight (8) drugs or classes of drugs:

Initial Test Level

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Marijuana metabolites.	50ng/ml
Cocaine metabolites.	300ng/ml
Opiate metabolites*.	2000ng/ml
Phencyclidine.	25ng/ml
Amphetamines.	1000ng/ml
Methaqualone.	200ng/ml
Benzodiazepines.	300ng/ml
Barbiturates.	200ng/ml
Oxycontin.	100ng/ml
Ecstasy.	500ng/ml

*If immunoassay is specific for free morphine, the initial testing level is 25ng/ml (these numbers may be revised by the city to remain consistent with HHS guidelines.)
Confirmatory test standards. All urine specimens identified as positive on the initial screening test shall be confirmed using gc/ms techniques at the cutoff levels listed below. All confirmations shall be by quantitative analysis.

Confirmatory Test Levels

Marijuana metabolites*.	15ng/ml
Cocaine metabolites**.	150ng/ml
Opiates: morphine.	2000ng/ml
Codeine.	300ng/ml
Phencyclidine.	25ng/ml
Amphetamines: amphetamine.	500ng/ml
Methamphetamine.	500ng/ml
Methaqualone.	200ng/ml
Benzodiazepines.	300ng/ml
Barbiturates.	200ng/ml
Oxycontin.	50ng/ml
Ecstasy.	300ng/ml

* Delta 9 Tetrahydrocannabinol 9 Carboxylic Acid
**Benzoyl ecgonine
(These numbers may be revised by the city to remain consistent with HHS guidelines.)

Testing for other prescription drugs. Any tests for prescription drugs not listed above shall use the screening test cut-off levels and the confirmatory gc/ms test cut-off levels for such drugs established by the testing laboratory selected by the city in accordance with the standards established by this contract or HHS standards, if any.

9. Limitations

All drug and alcohol testing shall occur while the employee is on duty.

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10. Disciplinary Action

Members, who, as a result of being ordered to be drug tested, are found to be abusing drugs may be subject to dismissal. Members, who, as a result of being ordered for alcohol testing, are found to have .04 and above blood alcohol content will be subject to discipline and/or evaluation. If a member is found to have a 0.02-0.039 blood alcohol content, member shall be sent home without being subject to discipline. The member must utilize vacation time, comp time or be placed off payroll. After 8 hours member may choose to have a repeat alcohol test and return to duty. Refusal to submit to a drug or alcohol test, adulteration of or switching a urine sample may also be grounds for dismissal.

11. Right to Appeal

A member disciplined as a result of a drug or alcohol test has the right to challenge the results of such drug or alcohol test through the disciplinary appeal procedures.

12. Voluntary Participation in a Dependency Program

A member may voluntarily enter a chemical dependency program. This may be done through the Employee Assistance Program or by direct contact with the other providers of such services. Knowledge gained by the employee's voluntary admission or participation in a chemical dependency treatment program shall not be used as the basis for discipline. Information regarding treatment of employees in chemical dependency programs shall remain confidential and shall not be released to the public. A firefighter shall be allowed to use sick time or any other accumulated leave to enter into an in-patient treatment program.

Although a member will not be subject to disciplinary action where he voluntarily submits to treatment, prior to the administration's knowledge of the dependency as discussed above, the Department reserves the right to insure that the member is fit for duty. A member found temporarily unfit for duty because of drug or alcohol abuse shall be treated as are those similarly situated, i.e., sick leave, temporary reassignment, if available.

13. Duty Assignment After Treatment

Once a member successfully completes rehabilitation and is fit for duty, the member shall be returned to the regular duty assignment. Reassignment during treatment shall be at the discretion of the Chief, based on each individual's circumstances. If follow-up care is prescribed after treatment, this may be imposed as a condition of continued employment. Once treatment and any follow-up care is completed, at the end of two years the records of treatment and positive drug test results shall be retired to a closed medical record. The member shall be given a fresh start with a clean administrative record, except that discipline records shall be retained as is provided for in Section 2125.22.

14. Right of Association Participation

At any time, a member shall be afforded the right to union representation, the Union, will

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have the right to inspect and observe any aspect of the drug and alcohol testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

15. Held Harmless

This drug testing program is initiated solely at the behest of the employer. The ~~Department of Fire & Rescue Operations~~ **Toledo Fire and Rescue Department** shall be solely liable for any legal obligations and costs arising out of employees' claims based on constitutional rights regarding the application of this Section of the collective bargaining agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any employee's constitutional rights.

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

FOR THE UNION:

Debra Phillips 1/31/18
~~Michael James~~ 1/31/18
 Meredith Hill 1/31/18
 Billy M... 1/31/18
 [Signature] 1/31/18
 [Signature] 1-31-18
 [Signature] 1-31-18
 Angela M... 1-31-18

FOR THE CITY:

Anthony M... 1/31/18
 [Signature]
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 [Signature] 1-31-18
 [Signature] 1/31/18

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2125.25 Seniority; Probationary Period

Newly hired employees shall have no seniority during their probationary period, but upon completion of the probationary period their seniority date shall be the date of hire. All new employees shall serve a probationary period of one hundred (100) tours, year ~~after completion of the Fire Academy.~~ Employees who have worked one hundred (100) tours year ~~after completion of the Fire Academy.~~ shall be known as permanent employees and the probationary period shall be considered as part of their seniority time.

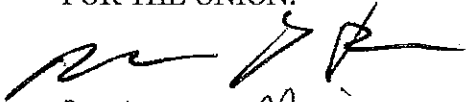
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FOR THE UNION:



Deborah Phillips

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~~D. B. Munn~~ 12/13/17

Meredith Hill 12/13/17

~~Phil J~~ 12/13/17

~~Michael J~~ 12-13-17

FOR THE CITY:

Anthony Markwood 12/13/17

JMM Kamiguti 12/13/17

Vedell Franklin 12/13/17

hi Satuy 12/13/17

Kamya J 12/13/17

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2125.30 Promotions

Upon the expiration of the current Lieutenant eligible list established on ~~March 5, 2014~~ November 16, 2016 and the Captain eligibility list established December 21, 2016, the following shall apply.

Promotion from the list established by the Civil Service Commission for Lieutenant shall be limited to those who have completed seven (7) years of service with three (3) of those years dedicated to line fire operations (not staff / life squad) with the Toledo Fire and Rescue Department, ~~Department of Fire and Rescue Operations~~. Promotion from the eligible list established by the civil service commission for Lieutenant for those members hired after 1/1/2002 shall be limited to those who have completed seven (7) years of service with three (3) of those years dedicated to line fire operations (not staff / life squad) and have completed one (1) year assigned to a life squad, with the Toledo Fire and Rescue Department, ~~Department of Fire and Rescue Operations~~.

Promotion from the eligible list established by the Civil Service Commission for Captain shall be limited to those who have completed three (3) years of time in grade as a Lieutenant with one (1) of those years dedicated to line operations (not staff) with the Toledo Fire and Rescue Department, ~~Department of Fire and Rescue Operations~~.

In order to be eligible to take the written test, the candidate must be eligible for promotion, based on seniority and discipline, with in 2 years of the date of the written test.

Completion of an officer's curriculum as set forth through the Toledo Fire and Rescue Training Academy will be required prior to date of promotion. (A joint committee comprised of 2 representatives from Local 92 and 2 representatives from the Fire Administration will determine the officer's curriculum and its implementation prior to the next promotional process.)

Promotional criteria shall be comprised of four (4) parts:

1. A Written Exam (Pass / Fail), 10% of composite score
2. An Assessment Center / Oral Board (60%)
3. Seniority (15%20%)
4. Discipline (15%20%)

The Parties agree that the promotional process may be reviewed as needed. The Promotional Process Committee shall convene to evaluate, modify, or revise this process. Revisions shall not be arbitrary or capricious.

Written Examination

The written examination shall be a knowledge-based examination. The written examination questions shall include questions derived from the in-house materials and books from the Ohio Fire Chiefs Promotional Book List as described below and selected by the Promotional Process Committee. It shall include in-house material such as the following, but not limited to:

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Department Procedure Manuals
Department Rule Book
Toledo Municipal Code Chapter 2125 (Local 92 Collective Bargaining Agreement)

Additionally, a Promotional Process Committee shall choose up to three (3) books from the Ohio Fire Chiefs Promotional Book List. The required study material will appear on the promotional announcement.

A Promotional Process Committee shall be formed and consist of:

- The Fire Chief or designee
- Local 92 President or designee (not involved in the process)
- Human Resources Director/Commissioner or designee

The Promotional Process Committee shall meet six (6) months after the establishment of the previous promotional eligible list to mutually determine and post material for the next promotional exam.

The Promotional Process Committee shall meet to mutually agree upon the exercises, and weighing of those exercises, within the assessment center, it is also agreed that the tactical portion must be an exercise, and must be weighted at 50% or more, point scale of the assessment center, seniority, and discipline.

Assessment Center

Only those candidates who have passed the written exam with a 70% or higher are eligible to advance to the assessment center portion of the promotional process.

The assessment center will utilize a minimum of three (3) of the following types of exercises typically found in assessment centers:

- In-Basket
- Problem Solving/Analysis
- Written and Oral Resumes/Structured Interviews
- Role-Playing
- Memo/Report Writing
- Oral Presentation/Plan Preparation
- Staff Meeting
- Special Event/Operations
- Incident Scene Management / Tactical *
- Any other exercises as mutually agreed upon by the Promotional Process Committee

*Must be one of the three exercises

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To be eligible for promotion, the candidate must complete the following 3 criteria on the assessment center:

- 1) A candidate must score a 70% or greater on more than half of the assessment center sections.
- 2) A candidate must score a 70% or greater on the tactical section.
- 3) The candidate must score at least a 70% overall composite score.

The City of Toledo will provide a training component, which is optional to the members, in order to better prepare the candidates for the assessment center.

The assessment center evaluators shall be comprised of fire service personnel who are not currently affiliated with the City of Toledo nor are former employees of the City of Toledo.

Any changes to the civil services rules and procedures as set forth in the promotional selection process shall be submitted to the union for review.

Seniority

A candidate's seniority will count 15% towards their overall composite score. Seniority points for a promotion to Lieutenant will be based on completed years of service. Seniority points for a promotion to Captain will be based on completed years in grade. For both Lieutenant and Captain promotions, the points for seniority will be calculated as follows:

Of completed years x .6 = seniority points*

*Years 25 and above, maximum points are 15 (25 x .6 = 15)

Discipline

All candidates for Lieutenant and Captain promotions will start with fifteen (15) points towards the composite score for discipline, subtracted from that will be one (1) point for every eight (8) hours of suspension on record. If a candidate has over fifteen (15) days of suspension, the candidate is not eligible for promotion until that suspension time drops off. Suspension time is considered time imposed, not just time served, and one (1) suspension day equals eight (8) hours. This process is for both Lieutenant and Captain promotions.

Vacancy for Promotion

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Required contractual promotions: the effective separation date on the personal action form (PAFII) of the highest ranking position causing the subsequent promotions, shall be used as the date for the re-calculation of the composite score, based on updated seniority and discipline points. Re-calculations will not be retroactive.

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All other promotions: The date of the final approved requisition shall be used as the date for the re-calculation of the composite score, based on updated seniority and discipline

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~~points. Re-calculations will not be retroactive.~~

Candidate Selection

Once the process is complete, a promotional eligible list will be established. Candidates shall be ranked by final composite scores from highest to lowest. Promotions shall occur in the order of the promotional eligible list.

In the event two (2) or more candidates have identical final composite scores, the Chief shall have the discretion to choose.

Review of Candidate Selection

To ensure that the selection of candidates for promotion has been based upon objective and documentable data, a monitoring of the selection process shall be required.

The monitoring panel for the fire promotion procedures shall be comprised of:

- The Fire Chief or designee
- Local 92 President or designee (not involved in process)
- Human Resource Director/Commissioner or designee

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~~Antonio Lopez~~ 1-31-18
 Meredith Hill 1/31/18
 B. B. [unclear] 1/31/18
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 [unclear] 1-31-18
 Angela [unclear] 1-31-18

FOR THE CITY:

Anthony [unclear] 1/31/18
 [unclear]
 [unclear] 1/31/18
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2125.32 Filling Vacancies in Promoted Ranks

(A) Permanent Vacancies: Effective January 1, 1997 and thereafter through the life of this contract, the total number of budgeted positions within salary groups 81 and 82 shall not be less than 120-123. All vacancies shall be filled within thirty (30) days provided there is an eligibility list available unless there has been a reduction in budgeted manning levels which reduces the number of Fire Companies in service. In the event that there is no list available at the time the vacancy occurs, then the vacancy shall be filled within thirty (30) days after the list has been established. A promoted officer shall be in a promotional probationary period for forty-five (45) on-duty tours of duty, or for officers promoted to a position on a regular forty (40) hour work schedule, one hundred twenty (120) days of actual work in their former rank during this period, they shall be reinstated to their former rank. In the event the officer is found to be unsuited for the work of the new rank, they shall be afforded a hearing in the Chief's office. The employee who has been reduced in rank shall have the right to appeal the action of the Chief in reducing them through the third step of the Grievance Procedure.

Calculations for a Vacant Position

So long as there is an eligibility list, promotions required as a result of the staffing requirements in Section 2125.02 "Classifications" shall use the following recalculation date: The effective date on the PAF2 of the highest ranked position, within this bargaining unit, which causes the subsequent promotions, shall be used as the date for recalculating the composite score based on updated seniority and discipline points. The recalculations will not be retroactive. The Monitoring Panel (as referenced in Section 2125.30 "Promotions") shall meet within five (5) work days to review the selection. For purposes of the promotion, the date the Monitoring Panel meets will determine seniority and back pay minus any acting time.

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All other promotions outside of the staffing requirements in Section 2125.02 "Classifications" shall use the following recalculation date: The date of the final approved requisition shall be used as the date for recalculating the composite score based on updated seniority and discipline points. The recalculations will not be retroactive. Further, the member's seniority shall be considered the effective date of promotion.

(B) Temporary Vacancies: All temporary vacancies in the promoted ranks within the Department of Fire & Rescue Operations Toledo Fire and Rescue Department shall be filled. Any member who is used in a capacity above their current rank must be able to meet the guidelines set forth in 2125.21. The following method is agreed upon.

1. Filling Captains' Vacancies - Operations

Members in the band on the current Captain's eligibility list shall be used first as acting captains. Members within the band shall be used equally according to availability. If no band members are available on that shift, where the vacancy occurs, then one of the three (3) most senior Lieutenants on the current list on each shift shall be used. If none of the three (3) most

senior Lieutenants on the current list are available, the most senior Lieutenant on duty shall be utilized. Lieutenants cannot be forced to act. Lieutenants who agree to be utilized as acting captains shall be held responsible for the regularly assigned Captain's duties.

UPON THE EXPIRATION OF THE CURRENT ELIGIBLE LIST ESTABLISHED ON MARCH 5, 2014, THE FOLLOWING SHALL APPLY:

Members on the current Captain's eligibility list shall be used first as acting Captains. Members shall be used equally according to availability. If no members are available on that shift, where the vacancy occurs the most senior Lieutenant on duty shall be utilized. Lieutenants cannot be forced to act. Lieutenants who agree to be utilized as acting Captains shall be held responsible for the regularly assigned Captain's duties.

2. Filling Lieutenants' Vacancies - Operations

~~Members in the band on the current lieutenant eligibility list shall be used first as Acting Lieutenants. Members within the band shall be used equally according to availability. If no band members are available on that shift where the vacancy occurs, then one of the three (3) most senior firefighters on the current list on each shift shall be used.~~

~~If none of the three (3) most senior Firefighters on the current list are available, the most senior Firefighter on duty at the station shall be utilized. Firefighters cannot be forced to act as the company commander. Firefighters who agree to be utilized as acting lieutenants shall be held responsible for the regularly assigned Lieutenant's duties.~~

UPON THE EXPIRATION OF THE CURRENT ELIGIBLE LIST ESTABLISHED ON MARCH 5, 2014 THE FOLLOWING SHALL APPLY:

Members on the current Lieutenant eligibility list shall be used as acting Lieutenants. Members shall be used equally according to availability. If no members are available on that shift where the vacancy occurs, the most senior firefighter on duty at the station shall be utilized. Firefighters cannot be forced to act as the company commander. Firefighters who agree to be utilized as acting Lieutenants shall be held responsible for the regularly assigned Lieutenant's duties.

In the event there is no list available, and it becomes necessary to use acting officers, the most senior firefighter with a minimum of five (5) years on the job on duty at the station shall be utilized. Firefighters cannot be forced to act as the company commander. If no member wishes to act at that station the most senior firefighter in that district shall be utilized.

FOR THE UNION:

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FOR THE CITY:

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2125.41 Safety and Welfare

The City shall continue to make reasonable provision for the safety, health and welfare of its employees. Protective devices, as required by law to properly protect employees from injury, shall be provided by the City. Employees shall be required to use safety equipment provided for them in the manner mutually agreed to by the Fire & Rescue Operations Department Employee Safety Committee and the Chief.

I. Departmental Safety Committee

~~(A) There shall be established and maintained a Department of Fire & Rescue Operations Employee Safety Committee whose recommendations with cost/benefit analysis, shall be considered, discussed and answered at any time they are submitted, for improvement of tools, apparatus, equipment, station design, health or safety conditions. This committee shall consist of seven (7) members. Four (4) shall be from the bargaining unit and designated by the Union and three (3) shall be designated by the Chief. The Union shall chair the committee. The Safety Committee shall meet monthly unless waived by mutual agreement.~~

~~The safety representative from the Department of Human Resources will work with the Safety Committee to assist and coordinate in the implementation of Safety Committee recommendations when feasible. Recommendations made by majority vote of the committee, not implemented, shall be subject to step three of the grievance procedure.~~

I. DEPARTMENTAL Employee Safety Committee

- A. There shall be established and maintained a Toledo Fire & Rescue Department Employee Safety Committee whose recommendations with cost/benefit analysis, shall be considered, discussed and answered at any time they are submitted, for improvement of tools, apparatus, equipment, station design, health or safety conditions.**
- B. This committee shall consist of seven (7) members. Four (4) shall be from the bargaining unit and designated by the Union and three (3) shall be designated by the Chief. The Union shall chair the committee. The Safety Committee shall meet monthly unless waived by mutual agreement.**
- C. The safety representative from the Department of Human Resources will work with the Safety Committee to assist and coordinate in the implementation of Safety Committee recommendations when feasible.**
- D. Recommendations made by majority vote of the committee, not implemented, shall be subject to step three of the grievance procedure.**

~~(C) In addition to current safety policy and the SC-5 form, there will be established a policy and form to initiate immediate action to resolve any issue or condition that a Department of Fire & Rescue Operations member deems to be imminent danger.~~

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- E. In addition to current safety policy and the SC-5 form, there will be established a policy and form to initiate immediate action to resolve any issue or condition that a Toledo Fire & Rescue Department member deems to be imminent danger.

~~II. (A) The parties will establish a labor management health and safety committee. The union will be represented on this committee by the union president or vice president and one (1) other designated representative. The City will be represented by a designee of the Commissioner of Human Resources and by commissioners or other administrators designated by the appointing authority based on specialty areas (e.g., construction, transportation, pollutants, etc.). This committee may also include representatives from other bargaining units within the City. The committee will consider all issues brought before it, regardless of the bargaining unit impact.~~

~~(B) This joint committee shall review all general and/or special departmental safety rules for compliance with required safety standards and, wherever possible, such rules shall be adopted city-wide.~~

~~(C) This joint committee will also perform the following functions:~~

~~(1) The committee may recommend periodic inspections of the various locations, when necessary, by staff of the Human Resource Development Section of the Department of Human Resources.~~

~~(2) The committee shall make recommendations for the correction of unsafe or harmful work conditions and the elimination of unsafe or harmful practices as reported to the committee by representatives of the Human Resource Development Section of the Department of Human Resources and Divisional Safety Committees.~~

~~(3) The committee may recommend investigation of any potential worker exposure to dangerous substances, fumes, noise, dust, etc.~~

~~(4) The committee shall be provided written identification of any potentially toxic substance to which workers are exposed together with material safety data sheets, if any.~~

~~(5) The committee may develop a safety award program which may include cash awards and/or other premiums that, upon mutual agreement between the appointing authority and the union, may be adopted/implemented during the term of this collective bargaining agreement.~~

~~(6) The committee shall develop other cost containment measures, which shall include:~~

~~a. Enhanced managed care and utilization review.~~

~~b. Increased claims control and claims audits. The committee shall develop annual goals, objectives, and timetables directly aimed at reducing worker's compensation costs. Goals and objectives not met within established time frames shall be critically reviewed by the committee. If the City, in its sole discretion, is dissatisfied with progress in meeting goals and objectives or with the committee's action or inaction, the City may take such actions as it deems necessary to exact cost containment. The committee shall review and analyze all reports of work related injury or illness, as submitted by the representative of the~~

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~~Human Resources Development Section and recommend procedures for the prevention of accidents and disease and for the promotion of health and safety of employees.~~

~~The committee shall promote health and safety education and/ or participate in such programs.~~

~~The committee may ask the advice, opinion and suggestions of experts and authorities on safety matters and recommend to the representative of the Human Resource Development Section that experts and authorities from the Industrial Commission of the State of Ohio Division of Safety and Hygiene and the Toledo/ Lucas County Safety Council, as well as international representatives of the association be utilized on an as needed basis as determined by the committee.~~

~~Sub-committees may be formed as deemed necessary by the co-chairpersons to study issues, develop reasonable solutions, and report back to the committee.~~

~~Annual savings directly attributable to the cost containment measures provided herein shall be placed in a worker's compensation fund to be used as a reserve for payment of future cost increases. Savings shall be considered directly attributable to cost containment measures when a direct correlation can be established between a measure adopted herein and a per employee reduction in the City's cost in providing both injury pay and worker's compensation benefits from the preceding year.~~

~~Association representatives will receive their regular pay while on committee business. The committee shall meet regularly, on at least a monthly basis, and attendance shall be required. Actions taken in the absence of a bargaining unit representative shall be binding upon that bargaining unit. The City will provide minutes of each meeting.~~

II. LABOR-MANAGEMENT HEALTH AND SAFETY COMMITTEE

- A. The union will be represented on this committee by the union president or vice president and one (1) other designated representative. The City will be represented by a designee of the Commissioner of Human Resources and by commissioners or other administrators designated by the appointing authority based on specialty areas (e.g. construction, transportation, pollutants, etc.). This committee may also include representatives from other bargaining units within the City. The committee will consider all issues brought before it, regardless of the bargaining unit impact.**

- B. This joint committee shall review all general and/or special departmental safety rules for compliance with required safety standards and, wherever possible, such rules shall be adopted city wide.**

- C. This joint committee will also perform the following functions:**

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1. The committee may recommend periodic inspections of the various locations, when necessary, by the staff of the Human Resource Development Section of the Department of Human Resources.
2. The committee shall make recommendations for the correction of unsafe or harmful work conditions and the elimination of unsafe or harmful practices as reported to the committee by representatives of the Human Resource Development Section of the Department of Human Resources and Divisional Safety Committees.
3. The committee may recommend investigation of any potential worker exposure to dangerous substances, fumes, noise, dust, etc.
4. The committee shall be provided written identification of any potentially toxic substance to which workers are exposed together with material safety data sheets, if any.
5. The committee may develop a safety award program which may include cash awards and/or other premiums that, upon mutual agreement between the appointing authority and the union, may be adopted/implemented during the term of this collective bargaining agreement.
6. The committee shall develop other cost containment measures, which shall include:
 - a. Enhanced managed care and utilization review
 - b. Increased claims control and claims audits. The committee shall develop annual goals, objectives, and timetables directly aimed at reducing worker's compensation costs. Goals and objectives not met within established time frames shall be critically reviewed by the committee. If the City, in its sole discretion, is dissatisfied with progress in meeting goals and objectives or with the committee's action or inaction, the City may take such actions as it deems necessary to exact cost containment. The committee shall review and analyze all reports of work-related injury or illness, as submitted by the representative of the Human Resources Development Section and recommend procedures for the prevention of accidents and disease and for the promotion of health and safety of employees.
7. The committee shall promote health and safety education and/or participate in such programs.
8. The committee may ask the advice, opinion and suggestions of experts and authorities on safety matters and recommend to the representative of the Human Resource Development Section that experts and authorities from the Industrial Commission of the State of Ohio Division of Safety and Hygiene and the Toledo/Lucas County Safety Council, as well as

international representatives of the association be utilized on an as-needed basis as determined by the committee.

9. Sub-committees may be formed as deemed necessary by the co-chairpersons to study issues, develop reasonable solutions, and report back to the committee.

10. Annual savings directly attributable to the cost containment measures provided herein shall be placed in a workers compensation fund to be used as a reserve for payment of future cost increases. Savings shall be considered directly attributable to cost containment measures when a direct correlation can be established between a measure adopted herein and a per employee reduction in the City's cost in providing both injury pay and worker's compensation benefits from the preceding year.

11. Association representatives will receive their regular pay while on committee business.

12. The committee shall meet regularly, on at least a monthly basis, and attendance shall be required. Actions taken in the absence of a bargaining unit representative shall be binding upon that bargaining unit. The City will provide minutes of each meeting.

Worker's Compensation:

~~(B) There shall be established and maintained a Fire & Rescue Operations Department Workers' Compensation Committee up to five (5) members from the bargaining unit. The purpose of this committee is to meet monthly with the City and review all workers' compensation forms to be filed with the State. The Workers' Compensation Committee shall meet monthly unless waived by mutual agreement.~~

III. Worker's Compensation COMMITTEE

A. There shall be established and maintained a Toledo Fire & Rescue Department Worker's Compensation Committee up to five (5) members from the bargaining unit.

B. The purpose of this committee is to meet monthly with the City and review all worker's compensation forms to be filed with the State. The Worker's Compensation Committee shall meet monthly unless waived by mutual agreement.

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2125.43 Uniform Clothing

(A) The City shall provide all required uniform clothing and equipment and all repair and replacement thereof as needed. A supply of safety clothing and equipment shall be maintained by the Fire & Rescue Operations Department and shall be available for replacement needs within four (4) hours. Such items and quality thereof may be the subject of recommendations by the Fire & Rescue Operations Department Employees' Safety Committee.

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

Used items shall not be issued to Fire & Rescue Operations Department personnel who have completed their training period. Used items may be issued to personnel during the ninety (90) calendar day training period, provided they have been thoroughly sanitized.

Uniform clothing shall be provided for use in all weather conditions normal for the Toledo area and adequate for such use in proceeding to, during, and from duty assignments.

The following is a list of clothing that shall be provided by the City.

- 2 belts
- 1 pair of fire boots
- 1 dress cap
- 2 fire coats with liner
- 1 dress white shirt
- 1 foul-weather cap WINTER HAT
- 1 fatigue jacket
- 2 pairs of bunker pants with liner
- 4 fatigue pants/ shorts/ cargo pants (EMT pants)
- 2 pairs of FIRE gloves or 1 pair of FIRE gloves and 1 pair of FIRE mittens (at the members' option)
- 4 2 long sleeve shirts
- 1 helmet complete
- 4 2 short sleeve shirts
- 1 pair shorts
- ~~2~~ 1 neckties (2 FOR STAFF)
- 2 hoods
- 1 New York Style Sweatshirt
- 1 Leather radio strap for each fire portable radio w/Motorola clip, holder and anti-sway strap, on request.

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The combined number of short-sleeve fatigue shirts and polo shirts will total four (4) and the combined number of long-sleeve fatigue shirts and polo shirts will total four (4). THE COMBINED NUMBER OF SHORT-SLEEVE AND LONG-SLEEVE SHIRTS SHALL TOTAL (4) AND SHALL CONSIST OF ATLEAST ONE SHORT-SLEEVE AND ONE LONG SLEEVE SHIRT AT THE MEMBERS OPTION. PERSONALLY FURNISHED AND WELL MAINTAINED STATION LOGO T-SHIRTS CURRENTLY APPROVED SHALL BE CONSIDERED PART OF THE UNIFORM BUT SHALL NOT BE WORN ALONE DURING CEREMONIAL EVENTS, HEARINGS, OR PR EVENTS. The combined number of fatigue pants and fatigue shorts will total (4). All members will have 2 pair of fatigue pants and at least one long-sleeve fatigue shirt and one short-sleeve fatigue shirt, available to be worn with ties, at the appropriate times. Shorts shall be provided as fatigue pants need replacing.

Shorts may be worn between April 1 and November 1 when temperature is at or above 40 degrees F, except during ceremonial events or hearings.

Dress uniforms will be provided as funds become available within the life of this agreement.

(B) Undergarment liners shall be provided for all members of the dive team, and kept in sufficient quantity as determined by the Department Dive Master Trainer.

Members shall have a total of two (2) fire coats with liners and two (2) pairs of bunker pants with linerS by September 1, 2015. Recruits entering the fire academy shall be issued (1) fire coat with liner and (1) pair of bunker pants WITH LINER before beginning fire training, and (1) fire coat with liner and (1) pair of bunker pants with liner once A member successfully graduates from the fire training academy. IS TRANSFERRED TO LINE FIREFIGHTING OPERATIONS.

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Mitchell Snow 12/13/17
Pat 12/13/17
Meredith Hill 12/13/17
B. [unclear] 12/13/17
Angele M. [unclear] 12/13/17
Deborah [unclear] 12/13/17
[unclear]

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Ka [unclear] 12/13/17
L. [unclear] 12/13/17
[unclear] 12-13-17
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Anthony [unclear] 12/13/17

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2125.44 Training and Career Enhancement Program

PART A: PURPOSE:

The purpose of the Career Enhancement Specialization Program ("CEP") is to provide the path to improve skills, enhance productivity, evaluate performance, promote professional growth, as well as job satisfaction in the Fire service through specialty assignments and education. It is the intent of this program to enable firefighters and fire officers to obtain training consistent with the mission of the Fire Department. The CEP is an alternative career path which, as designed, will assist retaining as well as creating highly motivated and multi-skilled firefighters. The net result will be a more effective and diverse Toledo Fire and Rescue Department to serve the community and an economic asset to the City of Toledo.

~~Once the total amount for the payments for TPPA Members for 2015, 2016, and 2017 is known, fifty one percent (51%) of that amount shall be allocated for the TFF Local 92 CEP for those years.~~

~~TFF Local 92 Members who have worked a minimum of twelve (12) months from the date of the appointments to the Toledo Fire and Rescue Department shall be eligible. Sixty percent (60%) of CEP money shall be distributed to all eligible TFF Local 92 Members equally. The remaining forty percent (40%) shall be distributed to all eligible Local 92 members in specialty programs. Specialty programs assignments are defined as Arson Investigator, Dive Team/Water Rescue, Diver, Hazmat Technician, Confined Space Technician, Technical Response Team, Engineer, Boat Operator, Boat Operator (Mate), Field/Paramedic Training Officer, Senior Firefighter, and Honor Guard. CEP monies shall be payable to the membership no later than April 30TH of the following year it was earned.~~

PART B Program Entry:

The CEP shall be open to any firefighter who meets the following minimum entry requirements:

1) For 2018 and 2019: Worked a minimum of one (1) year from the date of appointment to the Toledo Fire and Rescue Department. For 2020: Worked a minimum of three (3) years from the date of appointment to the Toledo Fire and Rescue Department

2) Concurrence by the CEP Committee (defined herein)

3) Members must submit an application every year to the CEP Committee for review and verification between December 1 and December 31. Points shall be based on achievement as of December 31.

Movement of a firefighter into any, or from one to another, of the CEP point levels shall not be considered a promotion under the City Charter or Civil Service Rules. Further, for

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the purposes of rates of pay, the financial incentives established in the CEP plan shall not be added to the member base wage rate, nor shall specialty assignments be included in 2125.02 "Classifications" for the purpose of pay classification.

It shall be the full responsibility of the member 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.

Documentation for specialty assignments shall include, but not limited to, the following: Assignment Record or Supervisory Memorandum showing service of three (3) months in the specialty assignment during the calendar year being reviewed. Documentation for academic accomplishment shall be by diploma or certified transcript.

PART C Compensation:

Compensation for successful completion of any step contained in this program shall be defined in the collective bargaining agreement and shall be automatic.

Beginning January 1, 2018, the following shall apply:

Once the total amount for the payments earned by TPPA Members for 2018 and 2019 is known, seventy-five percent (75%) of that amount shall be allocated for the TFF Local 92 CEP payable by April 30th of 2019 and 2020. Individual point values will be determined by dividing the total number of points earned that year by the membership into the total amount of CEP money allocated for that year.

Beginning January 1, 2020, the following shall apply:

Conversion factor: each five (five) points= one half of one percent (.5%). Payment for each year of eligibility will occur by April 30 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. The initial payment for this program shall be made in April 2021. Firefighters who leave the City in good standing shall receive upon application a pro rata payment as part of their severance.

Payment shall be based upon the following:

Education and Specialty Assignment Point Values

A. Education:

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

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allowed for a formal education shall be twenty (20) and shall apply at time of completion.

<u>Advanced Degree</u>	<u>20 PTS</u>
<u>Bachelor's Degree</u>	<u>15 PTS</u>
<u>Associates Degree</u>	<u>10 PTS</u>

B. Specialty Assignments:

<u>Arson Investigator</u>	<u>20 PTS</u>
<u>Diver</u>	<u>30 PTS</u>
<u>Sr. Diver {15 yrs. w/Dept.}</u>	<u>40 PTS</u>
<u>HAZ MAT</u>	<u>30 PTS</u>
<u>Sr. HAZ MAT {15 yrs. w/Dept.}</u>	<u>40 PTS</u>
<u>Technical Response Team</u>	<u>30 PTS</u>
<u>Sr. Technical Response Team {15 yrs. w/Dept.}</u>	<u>40 PTS</u>
<u>Engineer</u>	<u>10 PTS</u>
<u>Sr. Engineer {15 yrs. w/Dept.}</u>	<u>20 PTS</u>
<u>Boat Operator</u>	<u>20 PTS</u>
<u>Boat Operator {Mate}</u>	<u>10 PTS</u>
<u>Honor Guard</u>	<u>20 PTS</u>
<u>FTO/PTO: Field Training Officers</u>	<u>10 PTS</u>
<u>Sr. Field Training Officer {15 yrs. w/Dept.}</u>	<u>30 PTS</u>
<u>Sr. Firefighter {15 yrs. w/Dept.}</u>	<u>20 PTS</u>

The combined education and specialty assignment points shall be capped at fifty (50). For 2018, or until such time as the TFRD Labor Management Committee determines new qualifications, one firefighter per apparatus per shift shall be designated as the Engineer by the Company Commander.

Firefighters shall be limited to only one specialty assignment or senior status despite any overlap (e.g. Sr. HAZ MAT, Sr. Engineer, and Honor Guard receives 40 PTS.)

PART D: CEP Committee

The Committee shall be comprised of two (2) representatives: one (1) from Local 92 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 the matter will be resolved by the Chief in conjunction with the Local 92 President and a third party agreed upon by the Parties. The Committee shall undertake such other studies and activities are agreed upon by the Parties consistent with the purpose of the program. Any recommendations of the Committee that affect wages, hours, or terms and conditions of employment shall be subject to agreement by Local 92 and the City.

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PART EB:


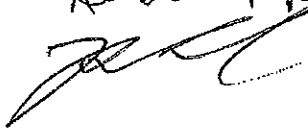
The City shall provide all equipment, materials, forms and texts necessary for training programs established programs and special programs of the Department in sufficient quantity as to afford each member of the program equal opportunity for usage.

Any member in a ~~special program~~ **specialty assignment** agrees to remain in the program for a minimum of five years. Any member in a ~~special program~~ **specialty assignment** agrees, if assigned, to remain for a minimum of three years in the special unit unless said specialty unit is relocated. In this case, the member would remain on his/her primary unit but would still fall under the five year limitation stated above.

This time frame may be waived because of promotions, medical reasons, or mutual agreement of **Local 92**, the member, and the Chief.

The Career Enhancement Program is in effect as the City has proceeded with civilianization in the Toledo Fire and Rescue Department. The revisions effective January 1, 2018 through December 31, 2020 are based on the City's expectation to civilianize the Communications Bureau Shift Supervisors (as referenced in Section 2125.02 "Classifications.")

FOR THE UNION:

 8-16-18
 Angela M M 8/16/18
~~Michelle Jones~~ 8/16/18
 B. E. M... 8/16/18
 Meredith Hill 8/16/18
 Deborah Phelps 8/16/18
 8/16/18

FOR THE CITY:

Anthony Markwood 8/16/18
 Karen Pome 8/16/18
~~B...~~ 8/16/18
 J.M. Vanst... 8/16/18
 AD of I 8/16/18
 Yvette Fernandez 8/16/18

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AM
dk

2125.51 Trade of Time

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 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. Members shall also be permitted to trade with themselves. However, a self-trade shall not create additional overtime beyond what is forecasted. Further, a self-trade must 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.

FOR THE UNION:

[Signature]
Meredith Hill 4/6/18
[Signature] 4/6/18
Deborah Phillips 4/6/18
[Signature] 4/6/18
Angela M. My 4/6/18
[Signature] 4/6/18

FOR THE CITY:

Anthony M. [Signature] 4/6/18
Vedell [Signature] 4/6/18
[Signature] 4/6/18
JMM [Signature] 4/6/18

TA 5/21/18
Adm

2125.54 Transfers

The Chief shall have all vacant bids, posted at least three (3) times per year (January, April and August), one (1) round each time for all vacant bid positions within the department. All vacant bids created between September 1 and December 31 shall be posted within 14 days of January 1 of the following year. Vacant bid positions are defined as positions, not currently held by bid. These notices will be posted for seven (7) days (excluding weekends and holidays) in all stations and bureaus. Special bids shall be in addition to the above. All newly created positions shall be put up for bid before being filled. Special qualifications, if any, shall be listed on the notice.

THE CHIEF SHALL HAVE ALL VACANT BID POSITIONS POSTED AT LEAST TWO (2) TIMES PER YEAR (MARCH AND AUGUST). BID CYCLES SHALL CONSIST OF AT LEAST TWO (2) ROUNDS FOR ALL VACANT BID POSITIONS WITHIN THE DEPARTMENT. MEMBERS WILL BE MOVED WITHIN SEVEN (7) TOURS OF THE DATE BIDS ARE AWARDED FOLLOWING THE LAST ROUND. Vacant bid positions are defined as positions, not currently held by bid. These notices will be posted for seven (7) days (excluding weekends and holidays) in all stations and bureaus. Special bids shall be in addition to the above. All newly created positions shall be put up for bid before being filled. Special qualifications, if any, shall be listed on the notice.

(A) For employees hired before January 1, 2009, salary group 80, line transfers and bids will be by classification seniority only. Employees hired after January 1, 2009, line transfers and bids for salary group 80 will be by job seniority. Line transfers and bids for salary group 81 and 82 will be by salary group seniority. Line transfers will be by classification seniority only. Line transfers are transfers involving those positions that are counted in minimum manning language in 2125.58 or their equivalent.

(B) Any member receiving a bid that requires special training shall be afforded said training at no expense to the employee. A member required to attend training on a day off shall be compensated at the overtime rate. If a member refuses or fails to achieve the required training at the first reasonable opportunity, the member will lose that position and will be returned to his/her former position or, if that position has been filled, then he/she may be placed into a relief pool until such time as they may bid. If a member is determined by the Chief not to have attended training at the first reasonable opportunity, the member may seek review of the union/management committee at its next meeting for a final determination.

(C) Staff transfers (BIDS) will be filled by the Chief of the Department with consideration of previous education, experience, discipline and seniority. Staff transfers are transfers involving only those positions not counted in minimum manning language in 2125.58. MEMBERS WHO ACCEPT A TEMPORARY STAFF ASSIGNMENT SHALL HAVE THE ABILITY TO HOLD THEIR FORMER LINE BID FOR A PERIOD NOT TO EXCEED TWENTY-FOUR (24) MONTHS. AFTER TWENTY-FOUR (24) MONTHS, THEIR FORMER LINE BID WILL BE PLACED UP FOR BID IN THE NEXT BID CYCLE. MEMBERS WHO ARE WORKING IN STAFF POSITIONS SHALL NOT BID LINE POSITIONS IF THEY WILL NOT BE RETURNING TO THE LINE BEFORE THE NEXT BID CYCLE.

5/21/18
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(D) Probationary firefighters will be transferred as a group at predetermined times during their probationary period.

(E) Once a member receives a bid, he/she shall retain that bid until such time as he/she voluntarily bids to another position. Additionally, to prevent blocking a LINE spot, once a member receives a bid, in the next CYCLE OR round of bids, they will not be awarded a bid back to their previous position, unless no other member has bid for that spot. At the mutual consent of the member and the Chief of the Department and for the good order of the Department, said member may be placed into a relief pool until he/she has the opportunity to bid into a vacant position. When a mutual agreement does not exist, a transfer review panel will be assembled. The panel shall consist of three (3) members. One (1) shall be the fire chief or OR his/her designee, one (1) shall be union president or his/her designee, and one (1) shall be from the human resources department. A bargaining unit member may only be removed from their bid in an emergency situation such as, where a pattern of extreme conflict exists, as determined by the transfer review panel. A member removed hereto shall have the opportunity to bid to a different spot and will not be subject to paragraph M herein.

(F) When a rig is relocated (excluding specialty units), the members assigned to that rig will remain with the rig or have the option of being placed into a relief position. All existing non-paramedic bids may become station bids if the member chooses. The member must submit a communication.

~~(G) Once a bid from one station to another is awarded, the member will be moved within seven (7) tours of the expiration of the posted bid.~~

(G) (H) When a member is awarded a bid the member's vacation and Kelly Day will be moved with them if they are on the same shift. When the member changes shift, the administration will attempt to move the two week vacation period to the same period of time off the member had previously chosen on the other shift.

(H) ~~(I)~~ The relief pool shall be composed of all employees who have not been awarded a bid excluding probationary firefighters. ~~in their 1st and 2nd rotation.~~

(I) ~~(J)~~ Temporary line assignment positions are positions that were put up for bid & left vacant. They shall be filled with relief pool personnel. Temporary assignments shall be offered in order of seniority among relief pool personnel on that shift. If the member does not accept the temporary assignment transfer then they shall remain in the relief pool. If temporary assignments are not accepted by relief pool members then reverse seniority of that relief pool on that shift shall be used to fill the temporary assignments.

(J) ~~(K)~~ Relief pool positions for officers are determined by the fire administration. However, when an officer relief pool position becomes available it shall be filled first by an officer who has submitted a communication requesting the relief pool with shift preference. Furthermore, officer seniority shall be used to determine order of placement.

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(K) (L) The numbers of relief pool positions are determined by the fire administration. When it becomes necessary to balance shifts, it shall be filled first by a member within the classification who has submitted a communication requesting the relief pool with shift preference. If no requests are on file, transfers for the purpose of equaling out the shift staffing will be done by reverse seniority, within the classification, starting with personnel without bids on the shift in which the transfer is to originate.

(L) (M) An employee receiving twenty-four (24) hours or more suspension in a twelve (12) month period shall forfeit his/her rights to the procedures listed above for a twelve (12) month period, commencing at the date of the safety directors finding.

FOR THE UNION:

Deborah Phillips 5/21/18
Duff Kyles 5/21/18
Meredith Hill 5/21/18
~~Michael James~~ 5-21-18
John [unclear] 5-21-18
B. J. [unclear] 5/21/18
Angela m m 5/21/18

FOR THE CITY:

Liz Sotny 5/21/18
Vendell [unclear] 5/21/18
Anthony Markette 5/21/18
Kari [unclear] 5/21/18
[unclear] 5/21/18
[unclear] 5/21/18

TA 8-18-18
Ain

2125.58 Minimum Manning Staffing Requirements

There shall be a minimum ~~manning~~ staffing of Toledo Fire and Rescue Department apparatus as determined by contract. Said ~~manning~~ staffing of in-service apparatus shall be as follows:

Minimum ~~manning~~ staffing for a standard engine company shall be four (4).

When two piece engine companies are utilized, the minimum ~~manning~~ staffing shall be five (5). Following either the Fire Academy Class of 2020 being moved to line operations, or December 31, 2020, whichever occurs first, the minimum staffing for a two piece engine company shall be six (6).

Minimum ~~manning~~ staffing for a truck company shall be established at three (3).

Minimum ~~manning~~ staffing for a medical transport shall be two (2).

Minimum ~~manning~~ staffing for Heavy Rescue Squad units shall be established at three (3).

~~The above mentioned figures will include employees who are temporarily assigned other duties, such as, but not limited to, training, inspection, public relations, community relations, fire prevention, and recruiting.~~

~~The minimum daily line strength shall be one hundred and seven (107) members upon ratification of CBA. On January 1, 2017~~ The minimum daily line strength will increase to ~~shall~~ **be** one hundred and ten (110). Employees will not normally be recalled to duty when any other company is over minimum. In such situations relief assignments from one company to another will be made when possible.

When a Firefighter is recalled, overtime payment will begin at the time the employee arrives at the station. A Firefighter held over pending the arrival of the recalled Firefighter will be paid at the overtime rate from the normal quitting time until properly relieved.

The above does not preclude consideration by the Toledo Fire and Rescue Department Administration for increases or reductions in the number of companies, or to changes in the types of companies utilized. Any reduction in the amount of engines, trucks, or heavy rescues from the January 1, 2018 levels shall be a topic of mandatory bargaining.

For the purposes of this agreement, at the Chief's discretion, an apparatus (engine, truck or squad) may be taken out of service if replaced with another apparatus (engine, truck or squad). Overall staffing shall not be reduced as a result.

At the Chief's discretion, apparatus may be temporarily taken out of service for detailing, maintenance, public relations, inspections, community relations, fire prevention, and recruiting, as outlined in 2125.99 "Detailing Agreement."

Relocation of apparatus is solely at the Chief's discretion.

2125.58

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Am DC

FOR THE UNION:

[Signature]

Angela M 8/16/18

~~Melinda Simon~~ 8/16/18

B. S. Murray 8/16/18

Meredith Hill 8/16/18

Abraham Phelps 8/16/18

[Signature] 8/16/18
8/16/18

FOR THE CITY:

[Signature] 8/16/18

Karen Pove 8/16/18

Karen Pove 8/16/18

[Signature] 8/16/18

[Signature] 8/16/18

Vivian Fambro 8/16/18

Anthony Mahood 8/16/18

TA 12/13/17
ADM

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 manning language in 2125.58, a fire fighter of equal rank will be recalled to fill that position.

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

ADM
12/13/17

A firefighter coming off probation (M)

A record will be kept of both hours worked and refused. Recruits 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 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 calls off sick before 0630 of his/her scheduled workday, causing a need for recall and there is an "Acting Lieutenant" (Private assigned to a Lieutenant position) the City shall move the "Acting Lieutenant" to fill the sick private'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 THE UNION:

[Signature]
Deborah Phillips
Amanda M
B. G. M. 12/13/17
Meredith Hill 12/13/17
[Signature] 12/13/17
Michelle Stone 12/13/17

FOR THE CITY:

Anthony Markwood 12/13/17
Sam Kavisti 12/13/17
Vedull Handley 12/13/17
L. Satz 12/13/17
Sam M. 12/13/17

TA 8-16-18
Am

2125.65 Holiday Overtime

Employees, other than those on recall overtime, with a shift or other scheduled workday as established in section 2125.50 which starts on any of the seven ~~(7)~~ **nine (9)** major holidays shall be compensated twelve (12) hours at their regular straight time rate. The seven ~~(7)~~ **nine (9)** major holidays for which such additional compensation shall be paid are New Year's Day, Martin Luther King Day, Easter, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

FOR THE UNION:

[Handwritten signatures for the Union]
Angele m m 8/16/18
~~Melinda Simon~~ 8/16/18
B - S Mumm 8/16/18
Meredith Hill 8/16/18
Arbach Philip 8/16/18
[Signature] 8/16/18

FOR THE CITY:

[Handwritten signatures for the City]
[Signature] 8/16/18
Karen Pone 8/16/18
[Signature] 8/16/18
[Signature] 8/16/18
[Signature] 8/16/18
Kedell Franklin 8/16/18
Anthony Martinez 8/16/18

TA 4/6/18
Am
K

2125.66 Compensatory Time

An employee who has worked overtime shall be allowed to receive compensatory time off at the overtime rate in lieu of pay if he/she so elects. Upon reasonable request by the employee, days off, accumulated due to overtime, shall be granted. The Toledo Fire and Rescue Department shall approve three (3) compensatory time off requests for employees on any given tour. Individuals utilizing previously granted union release time will be included in that number. Whenever possible, the request shall be made submitted no more than sixty (60) days, but at least two (2) tours, prior to the requested day(s) off unless an unforeseen emergency makes it impossible for the employee to give such notice. The request will be approved, or denied, within two (2) tours of submission. The major holidays, referenced in Section 2125.79 "Paid Holidays," are not subject to the above-referenced three (3) employee minimum. Requests for the use of compensatory time, on the major holidays, may be granted to members of the fire fighting platoons whenever the forecasted manpower strength for the day and shift requested is at least two (2) members above the minimum manpower established for the entire City.

All requests for compensatory time off in excess of the above-referenced three (3) requests. Compensatory time off shall be granted to members of the fire fighting platoons whenever the forecasted manpower strength for the day and shift requested is at least two (2) members above the minimum manpower established for the entire City. The request shall be submitted no more than sixty (60) days, but at least two (2) tours, prior to the requested day(s) off. The request will be approved, or denied, within five (5) tours of submission.

The Parties agree that, once a request for compensatory time off is granted, the approval cannot be rescinded by either Party.

A firefighter shall if they so elect be allowed to receive compensatory time off; in lieu of pay provided they do not exceed the 480 hour accumulation limitation set forth in the fair labor standards act, as amended. In the event the employee has not taken all compensatory time in excess of 480 hours by April 30th of the year following the year in which the time was earned, then the member shall be paid for all such hours in excess of 480 hours in the next regular paycheck.

FOR THE UNION:

[Handwritten signatures and dates for the Union side]
Meredith Hill 4/6/18
Dobach Phillips 4/6/18
4/6/18
4/6/18
4/6/18

FOR THE CITY:

[Handwritten signatures and dates for the City side]
Anthony Marbut 4/6/18
4/6/18
4/6/18
4/6/18

TA 5/21/18
AM

2125.67 Accumulation of Sick Days

Regular employees of the City shall be credited with sick days in accordance with the following formula: One and one quarter (1 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. An employee granted a Leave of Absence for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.

Employees who terminate their employment with the City for any reason shall have their termination pay computed in the following manner.

(A) They shall be compensated for any earned vacation and bonus vacation including any vacation carried over from the previous year plus vacation earned the year in which the employee was terminated. The computation of the vacation earned in the year in which the employee terminated shall be in accordance with the following table:

Entitled to 2 weeks - .916 x the number of months worked
Entitled to 3 weeks - 1.333 x the number of months worked
Entitled to 4 weeks - 1.750 x the number of months worked
Entitled to 5 weeks - 2.166 x the number of months worked
Entitled to 6 weeks - 2.583 x the number of months worked

(B) In addition to the above, the employee shall be paid for any holidays worked for which they have not been compensated either in the form of pay or time off. If the employee was entitled to discretionary holidays and has not taken them and he/she terminates on or before June 30, they shall receive pay for one (1) discretionary holiday. If the employee terminates after June 30, they shall receive pay for two (2) discretionary holidays.

(C) An employee shall also be paid longevity computed on a prorated basis for those number of months worked that year.

(D) In addition to the amount set forth in (a), (b), and (c) above employees who retire or die while in the employment of the City or who separate in good standing from employment after twenty-five (25) years of service shall also receive severance pay for unused sick time accumulated to the time of termination at the rate of one-half (1/2) for all such accumulated sick time up to two hundred (200) days and full pay for accumulated sick time in excess of two hundred (200) days.

In the event the employee died as a direct result of injuries sustained in the course of their employment with the City or is totally and permanently disabled as a result of injury received while responding to or working at the scene of an emergency call or engaged in fighting a fire or returning from the scene of a fire or emergency, the employee shall receive payment for full accumulation of sick pay at the time of death or retirement.

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(E) An employee who has twenty-five (25) years of service credit may have up to thirty-three (33) percent of his/her accumulated sick pay in excess of sixteen hundred (1,600) hours converted to compensation time annually.

The accumulated sick pay will be based on the employees' sick calculation as of September 1, 2009 and on January 1st of each calendar year after.

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 acceptable of pay.

(F) In an effort to improve attendance and reduce the amount of unscheduled time off, an eligible employee, based on his/her sick time usage in the previous sick year, may annually convert a portion of his/her accumulated sick time into pay. For purpose of this Section, the sick year is September 1 through August 31. Effective January 1, 2019, a regular full-time employee with five (5) years of service with the City of Toledo may convert up to ninety-six (96) hours of accumulated sick time into pay annually, in accordance with the Sick Leave Conversion Table set forth below, provided the employee has accumulated at least six hundred (600) total hours of sick time as of August 31, 2018. In order to continue eligibility for the sick time conversion payout the employee must maintain a balance of at least six hundred (600) hours of accumulated sick time. Eligibility for this sick time conversion payment will be determined by looking back to the employee's sick time used and accumulated from September 1, 2017 through August 31, 2018. The deadline for an employee to declare participation, date of payment, and amount of payment, up to ninety-six (96) hours, is January 31, 2019.

In accordance with the provisions set forth below, eligibility for the annual sick time conversion payment shall occur every year thereafter.

Eligibility for a sick time conversion payment will be determined by looking back to the previous sick year. A regular full-time employee with five (5) years of service with the City of Toledo may convert up to ninety-six (96) hours of accumulated sick time into pay annually, in accordance with the Sick Leave Conversion Table set forth below, provided the employee has accumulated at least six hundred (600) total hours of sick time as of August 31. In order to continue eligibility for the sick time conversion payout the employee must maintain a balance of at least six hundred (600) hours of accumulated sick time. The deadline for an employee to declare participation, date of payment, and amount of payment, up to ninety-six (96) hours, is January 31 of the subsequent year.

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SICK LEAVE CONVERSION TABLE

Prior Sick Year Sick Time Usage	Conversion
0 - 24 hours	1.0 sick hour = 1.0 hour of pay
24.1 - 48 hours	1.0 sick hour = .75 hour of pay
48.1 - 96 hours	1.0 sick hour = .50 hour of pay
Above 96 hours	Not eligible for sick time conversion payout

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

- 1. For the purposes of the sick time conversion payout, unpaid sick days taken will be applied in the same manner as paid sick days.**
- 2. Employees who elect to use sick time to cover FMLA approved leave will count towards the amount of sick hours used.**
- 3. An employee also eligible for a payout under Section 2125.67(E) must elect to participate in either the payout under 2125.67(E) or the payout in Section 2125.67(F). An employee is not permitted to participate in both Section 2125.67(E) and 2125.67(F) in the same year.**
- 4. The maximum annual payout under 2125.67(F) is ninety-six (96) sick time hours.**
- 5. The maximum annual ninety-six (96) sick time hour payout cannot cause an employee to dip below six hundred (600) hours of accumulated sick time.**

FOR THE UNION:

Mitchell Jones 5-21-18
J. Lee 5-21-18
B. B. Williams 5/21/18
Angela M. M. 5/21/18
Deborah Phelps 5/21/18
Jill H. Johnson 5/21/18
Meredith Hill 5/21/18

FOR THE CITY:

Anthony Markwood 5/21/18
Karen Gray 5/21/18
Sam Johnson 5/21/18
Liz Doty 5/21/18
Vedell Franklin 5/21/18
M. J. Smith 5/21/18

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2125.68.1 Personal Time

~~Any employee who has accumulated at least 600 hours of sick time may use such time as personal time under the following conditions:~~

~~Use of personal time shall not create overtime.~~

~~Personal time shall be requested by contacting the on-duty dispatch supervisor after 0630 on the day of the request.~~

~~Granting of personal time shall be on a first come, first served basis.~~

~~Personal time shall only be granted a maximum of twice annually per employee.~~

~~An employee may use between eight (8) and twenty-four (24) hours of sick time as personal time per request.~~

~~An employee need not state the reason for personal time.~~

~~Personal time shall not be used against the bonus calculation as in 2125.72.~~

FOR THE UNION:

FOR THE CITY:

Meredith Hill 4/6/18
Deborah Phillips 4/6/18
Amara M M 4/6/18
AK 4/6/18

Anthony Martinez 4/6/18
Vedell Francisco 4/6/18
Kim Nguyen 4/6/18
Jim Kovich 4/6/18

TA 5/21/18
AM

2125.69 Reporting; Proof of Illness

The employee, while absent on sick pay, must notify the Department of Fire & Rescue Operations under policies as established by the Chief. When claiming sick days an employee must remain at home caring for his/her illness unless he/she is away receiving medical attention such as a hospital, at a doctor's office or at a pharmacy, and be able to document the absence from home.

A. An employee who is absent on sick pay shall not be restricted insofar as personal freedom of movement to and from their place of residence with the approval of the Chief, or the Chief's designee. The employee then shall be allowed, under these conditions, to continue to receive sick benefits.

B. An employee must submit documentation upon return to work sufficient to justify absence, if calling in away from home.

When the use of sick days extends beyond two (2) consecutive tours of duty or, for positions with a forty-hour work week the equivalent of three (3) consecutive eight (8) hour days, the employee shall furnish the city with a Statement of Attending Physician substantiating the facts concerning the employee's condition. The documentation shall be submitted either at the beginning of the next tour of duty or regularly scheduled eight (8) hour day, or thereafter when the employee returns to work.

In an effort to contain sick time abuse, a member may be subject to a home visitation, when the member is absent on sick pay.

The parameters of a home visitation are as follows:

A. Through August 31, 2018, when a pattern of abuse is established a member may be subject to a home visitation, ~~or~~ Effective September 1, 2018, when an employee on a platoon schedule utilizes forty-eight (48) hours, or an employee on a staff schedule utilizes forty (40) hours of sick pay within a sick year, that employee will receive a sick time notification letter. The sick time notification letter will inform the employee that any sick pay utilized in excess of forty-eight (48) hours, or forty (40) hours, respectively may subject the employee to further investigation for the remainder of the sick year. For purposes of this Section, an investigation may include but is not limited to home visitation, requests for a Statement of Attending Physician (SAP), and/or requests for other supporting documentation, or

B. When reasonable suspicion of sick time abuse exists, a member may be subject to a home visitation. Reasonable suspicion is not a single uncorroborated source, or

C. If a member has a long term illness or injury they shall not be subject to a home visit. A long term illness or injury, as defined in 2125.68, shall require a City of Toledo (COT) Statement of Attending Physician (SAP) within fifteen (15) days, of the illness or injury. An SAP must be submitted every thirty (30) days thereafter. After seventy-five (75) days a member may be

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required to submit a COT Statement of Attending Physician, with a return to work prognosis, duty status, and treatment dates.

The Department may visit an employee at his/her home address between 0700 and 1900 hours. Upon arrival at the employee's home address, the department's visiting officer will call the employee's phone number on record with the department.

If the visiting Chief Officer or authorized Fire Department personnel does not make face-to-face contact when visited, the employee may be required to report to the contracted occupational health provider with the City of Toledo at a later time during the shift or tour depending on the employee's work schedule.

If a home visit or an evaluation at the contracted occupational health provider was not accomplished after efforts were initiated by a Chief Officer, then the employee will be considered in violation of this section of the contract. As a result, administrative charges will be served.

The provisions of this section, including the department's right to visit, also apply to employees' use of "family sick leave." If the employee is using "family sick leave" in accordance with Article 2125.68, the employee shall be at his or her home address, unless the employee otherwise reports to dispatch his or her location for care of the sick family member.

If an employee is found guilty of said charges, penalties will be as follows:

- 1ST offense – Up to 15 day suspension
- 2nd offense – Up to 30 day suspension
- 3rd offense – Up to and including termination

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

FOR THE UNION:

[Signature] 5-21-18
[Signature] 5-21-18
[Signature] 5/21/18
 Andrew m 5/21/18
 Deback phillips 5/21/18
 chhph Kahn 5/21/18
 Meredith Hill 5/21/18

FOR THE CITY:

[Signature] 5/21/18
[Signature] 5/21/18
[Signature] 5/21/18
[Signature] 5/21/18
[Signature] 5/21/18

2125.73 Maternity Leave

D. An employee Firefighters shall, at the option of the employee, be entitled to take sick pay ~~for maternity~~ at the time of birth or adoption. The employee shall be entitled to take up to ten (10) eight hour days, or four tours for the purpose of parturient or parental requirements. The ten (10) sick days or four tours need not be used consecutively, but shall be used within 90 days of the birth or adoption. The ten (10) sick days or four tours when used in accordance with this section shall have no effect on Bonus Days as provided in Section 2125.72.

For the City

[Signature] 1-17-18
[Signature] 1/17/18
[Signature] 1/17/18
Anthony Marwood 1/17/18
[Signature] 1/17/18

Local 92

[Signature] 1-17-18
[Signature] 1-17-18
[Signature] 1-17-18
[Signature] 1-17-18
Ananda M May 1-17-18
[Signature] 1-17-18

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2125.75 Health and Welfare Trust Fund

~~(A) For the term of this Agreement, the City's monthly contribution to the Toledo Firefighters Local 92 Trust Fund shall be as follows: upon ratification of this CBA, the current amount of nine hundred sixteen dollars (\$916.00) per employee per month covered by this agreement shall be increased by five percent (5%) to nine hundred sixty one dollars and eighty cents (\$961.80) per employee per month covered by this agreement. For calendar year 2016, beginning January 1, 2016, the per employee per month amount shall be increased by two and one-half percent (2.5%), to nine hundred eighty-five dollars and eighty-five cents (\$985.85) per employee per month covered by this agreement. For calendar year 2017, beginning January 1, 2017, the per employee per month amount shall be increased by another two and one-half percent (2.5%), to one thousand ten dollars and fifty cents (\$1,010.50) per employee per month covered by this agreement.~~

~~(B) The City shall make the monthly Trust Fund payment on the first day of banking each month. Failure to make payment within fifteen (15) days of the due date will result in a ten percent (10%) interest charge on the payment due.~~

~~(C) The City's contributions to the Trust Fund shall be limited to the amounts set forth herein; said amounts may be used by the Fund to purchase whatever health care benefits they will buy.~~

~~(D) The Trust Fund Administrator shall be released on a full-time basis.~~

~~(E) In the event that at any time while this agreement is in effect, the Toledo Firefighters Health and Welfare Trust Fund ceases operations, the City must, beginning on the first day of the month following such cessation, and through the duration of this agreement, provide all Toledo firefighters with health care benefits as then provided under the City plan for members of the Toledo Police Patrolman's Association. The Fund shall provide notice to the City of such cessation sixty (60) days in advance of when assumption of health care coverage is to occur.~~

(A) Effective January 1, 2018, the City's contribution to the Trust Fund shall be the same as the City's 2017 PEPM, which is one thousand one hundred fifty-five dollars (1,155.00) per employee (covered by this agreement) per month. Following ratification, the City will furnish fifty percent (50%) of the retroactive payment for 2018. Subsequently, the City will furnish the remaining fifty percent (50%) retroactive payment for 2018 within the first quarter of 2019.

(B) By April 1, 2019, the per employee per month (PEPM) contribution to the Trust Fund shall be the same as the City's 2018 annual average PEPM, in accordance with paragraph (C) herein.

(C) The computation shall be made in the following manner: total health care City costs paid, as defined below, during the prior City calendar year shall be added together and divided by the average number of employees for that year. Employee count

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shall be as reported by the third party administrator for medical coverage.

(D) "City costs paid" shall be actual costs paid by the City for all those covered under the City of Toledo employee health benefit plan, both exempt and non-exempt. The City's costs include the following:

1. Claims – Dental
2. Fees – Dental
3. Claims – Medical
4. Claims - Prescription Drug
5. Fees – PPO
6. Fees – ACA
7. Fees - Prescription Drug
8. Fees – TPA
9. Fees - Vision (Exempt 2101, Exempt 2134, Local 20, Local 3411, UAW 12)
10. Fees - Life Insurance (Exempt 2101, Exempt 2134, Local 20, Local 3411, UAW 12, Police and TFCA)
11. AFSCME Plan Payments
12. TPPA Vision Payments
13. TPCOA Vision Payments
14. Credits - COBRA payments to COT
15. Credits – Medical
16. Credits - Medical Premium payments to COT
17. Rebates - Prescription Drug
18. Stop-Loss Premiums
19. Credits - Stop-Loss Recovery
20. Credits - Medical Co-Pays
21. Any and all miscellaneous, unidentified, or unanticipated healthcare costs

It is recognized that providers for City plan services may change from time to time. Where a change occurs, the payments made to both providers of a given service shall be included in the City's cost calculation for that year, and City shall notify Local 92 in the event of a provider change.

(E) The amount computed pursuant to paragraph (C) shall then serve as the PEPM to be paid to the Trust Fund for the next twelve (12) month period.

Effective January 1, 2019 and each year thereafter the payment shall be adjusted based upon the City's cost, as computed above, for the preceding calendar year. On or before April 1st of each year, if the City's newly calculated rate is greater than the prior twelve (12) month Trust Fund PEPM contribution, then a lump sum payment shall be made to the Trust Fund retroactive to January of the current year. If the new City rate is less than the prior twelve (12) month Trust Fund contribution, then the

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overpayment shall be deducted on a proportional basis from the next three months' payments to the Trust Fund.

(F) The Parties agree the foregoing formula requires timely production of all records used to compute "City costs paid." The City agrees to provide Local 92, by the Healthcare Cost Containment Committee meeting or by the 3rd Thursday of each month, any and all data related to health care expenditures, and required for the calculation in (C) above. To the extent the City develops new records for tracking, monitoring, and/or in any other way evaluating healthcare costs, they shall be provided to Local 92 by the Healthcare Cost Containment Committee meeting or by the 3rd Thursday of each month. The City further agrees to provide Local 92 with access upon request of any and all underlying data, reports, documentation and/or data however titled, and by whatever description, used to prepare the records described above. Up to two (2) Trust Fund and/or designated Local 92 members are invited to attend the City's Healthcare Cost Containment Committee meetings. The Parties recognize that it takes a couple of months to "close out" and determine the actual cost information for each calendar month. Thus, the Parties acknowledge and agree that, in an effort to ensure accurate cost data, the monthly information provided by the City will be at least two (2) months behind the current month's costs.

(G) The City shall make the monthly Trust Fund payment on or before the 10th of each month. Failure to make payment within five (5) days of the due date will result in a five percent (5%) interest charge on the payment due.

(H) The City's contributions to the Trust Fund shall be limited to the amounts set forth herein as determined through the calculations set forth herein; said amounts may be used by the Trust Fund to purchase whatever health care benefits they will buy.

(I) Local 92, in its sole discretion, shall have the authority to determine whether and if so, the amount of premium to be paid by Trust Fund participants. Local 92 may adjust premiums in its sole discretion. Premiums shall be deducted by the City through payroll and paid to the Trust Fund. Premiums will be deducted on a pretax basis, biweekly and remitted to Local 92's Trust Fund within seven (7) days. Local 92 may notify the City of any changes in individual premium deductions. Payroll deduction changes shall take effect the following month after notification to the City.

The Union shall indemnify and save the City harmless against any liability that may arise out of, or by reason of, any actions taken by the City for the purpose of complying with the provisions of Section 2125.75(H) and (I).

(J) Effective January 1, 1991, the Trust Fund Administrator shall be released on a full-time basis.

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(K) In the event that at any time while this agreement is in effect, the Toledo Firefighters Health and Welfare Trust Fund ceases operations, the City must, beginning on the first day of the month following such cessation, and through the duration of this agreement, provide all Toledo firefighters with health care benefits as then provided under the City plan for members of the Toledo Police Patrolman's Association. The Fund shall provide notice to the City of such cessation sixty (60) days in advance of when assumption of health care coverage is to occur.

(L) To the extent there is any dispute, difference, or disagreement arising between the City and Local 92 as to the interpretation or application of any portion of Section 2125.75 an expedited arbitration process will be utilized. A panel of three (3) arbitrators selected by the parties, and identified by side letter, shall alternate in serving as the arbitrator. A hearing shall be conducted within thirty (30) days of the Union notifying the City of the dispute. Briefs shall be submitted within three (3) weeks of the hearing. The decision shall be due within three (3) weeks thereafter. Section 2125.75's status quo shall remain in place undisturbed until an arbitrator renders his/her decision. There will be no unilateral change for the City's contribution prior to Local 92 exhausting its appeal rights under this clause.

FOR THE UNION:

Bill W. [Signature] 8-16-18
Amie M. [Signature] 8/16/18
[Signature] 8/16/18
B. [Signature] 8/16/18
Meredith Hill 8/16/18
Abraham Phelps 8/16/18
[Signature] 8/16/18

FOR THE CITY:

Anthony [Signature] 8/16/18
Karen Poore 8/16/18
[Signature] 8/16/18
[Signature] 8/16/18
[Signature] 8/16/18
[Signature] 8/16/18
Vedell [Signature] 8/16/18

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2125.78 Vacations/Kelly Days

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

AMOUNT OF SERVICE DURING PREVIOUS YEAR THROUGH DECEMBER 31	VACATION
Less than 1 full calendar.....	916 days for each full year month 40 hr. equivalency
After 1 full calendar year of service.....	5 tours of duty - or 2 weeks
After 7 full calendar years of service.....	7 tours of duty - or 3 weeks
After 14 full calendar years of service.....	9 tours of duty - or 4 weeks
After 21 full calendar years of service	11 tours of duty - or 5 weeks
After 24 full calendar years of service	13 tours of duty - or 6 weeks

In addition to the above, after one (1) full calendar year of service, the employee shall be entitled to one (1) full additional discretionary vacation day.

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 calendar 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 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. Employees shall be allowed to schedule and take vacations and Kelly Days provided herein in accordance with existing Departmental procedures agreed upon between the City and the Union.

Permanent Kelly Days will be chosen by using departmental seniority, utilizing the following guidelines:

(1) Kelly Days will be chosen within these classifications: Captains, Lieutenants, AND COMBINED Privates (FIREFIGHTERS, FIREFIGHTER/Paramedics) on each shift.

(2) All efforts will be made to assure that there will be no more than A COMBINED TOTAL OF two FOUR (2 4) persons PRIVATES at each station ~~within each classification~~ with the same Kelly Day.

(3) Kelly Day shall remain with the employee unless the employee transfers to a different shift.

(4) Any forced doubling up of Kelly Days at the bottom of the seniority list will be corrected by using reverse seniority.

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(5) Probationary employees are subject to having their days altered as needed due to rotation.

Vacations will be chosen by using departmental seniority, utilizing the following guidelines:

Vacation days will be chosen within these classifications: captains, lieutenants, privates, paramedics on each shift.

1. Each member must choose a four (4) tour vacation block following a Kelly Day in order to establish a two (2) week (5 tour) vacation period.

2. The chosen vacation period must fall within the scheduled calendar year. (Example: a member having December 28th as a Kelly Day could not add a 4 tour block to December 28th as there would cause the vacation period to carryover to January 9th of the following year.)

3. If a member fails to submit a Kelly Day and/or vacation request(s) for the current year, that member's request for the previous year will be consulted as to preference.

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 advanced pay requested.

Union:

Rubach Phillips 1-31-18
~~Michelle Simon~~ 1-31-18
 Meredith Hill 1/31/18
 B. G. Munn 1/31/18
 [Signature] 1/31/18
 [Signature] 1-31-18
 [Signature] 1-31-18
 [Signature] 1-31-18
 Anselm m 1-31-18

City

Anthony Mark [Signature] 1/31/18
 [Signature]
 [Signature] 1/31/18
 [Signature] 1-31-18
 [Signature] 1/31/18

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2125.84 Wage Rates

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

RATE EFFECTIVE JANUARY 2017			
	80 HOUR RATE	96 HOUR RATE	ANNUALLY
TRAINEE	20.180	16.817	\$41,974.40
PROBATIONARY	21.624	18.020	\$44,977.92
AFTER 1 YEAR	23.065	19.221	\$47,975.20
AFTER 2 YEARS	25.948	21.623	\$53,971.84
AFTER 3 YEARS (FULL RATE)	28.828	24.023	\$59,962.24
AFTER 5 YEARS	29.204	24.337	\$60,744.32
AFTER 10 YEARS	29.579	24.649	\$61,524.32
AFTER 15 YEARS	29.947	24.956	\$62,289.76
AFTER 20 YEARS	30.329	25.274	\$63,084.32

Effective the first full pay period of January 2018 the rates which were effective in January of 2017 shall be increased by one and one-half percent (1.5%).

RATE EFFECTIVE JANUARY 2018			
	80 HOUR RATE	96 HOUR RATE	ANNUALLY
TRAINEE	20.483	17.069	\$42,604.02
PROBATIONARY	21.948	18.290	\$45,652.59
AFTER 1 YEAR	23.411	19.509	\$48,694.83
AFTER 2 YEARS	26.337	21.947	\$54,781.42
AFTER 3 YEARS (FULL RATE)	29.260	24.383	\$60,861.67
AFTER 5 YEARS	29.642	24.702	\$61,655.48
AFTER 10 YEARS	30.023	25.019	\$62,447.18
AFTER 15 YEARS	30.396	25.330	\$63,224.11
AFTER 20 YEARS	30.784	25.653	\$64,030.58

Effective the first full pay period of January 2019 the rates which were effective in January of 2018 shall be increased by two and one-half percent (2.5%).

RATES EFFECTIVE JANUARY 2019			
	80 HOUR RATE	96 HOUR RATE	ANNUALLY
TRAINEE	20.995	17.496	\$43,669.12

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PROBATIONARY	22.497	18.748	\$46,793.90
AFTER 1 YEAR	23.996	19.997	\$49,912.20
AFTER 2 YEARS	26.996	22.496	\$56,150.95
AFTER 3 YEARS (FULL RATE)	29.992	24.993	\$62,383.22
AFTER 5 YEARS	30.383	25.320	\$63,196.87
AFTER 10 YEARS	30.773	25.644	\$64,008.36
AFTER 15 YEARS	31.156	25.964	\$64,804.71
AFTER 20 YEARS	31.554	26.294	\$65,631.35

Effective the first full pay period of January 2020 the rates which were effective in January of 2019 shall be increased by three percent (3.0%).

RATES EFFECTIVE JANUARY 2020			
	80 HOUR RATE	96 HOUR RATE	ANNUALLY
TRAINEE	21.625	18.021	\$44,979.19
PROBATIONARY	23.172	19.310	\$48,197.72
AFTER 1 YEAR	24.716	20.597	\$51,409.56
AFTER 2 YEARS	27.806	23.171	\$57,835.48
AFTER 3 YEARS (FULL RATE)	30.892	25.743	\$64,254.71
AFTER 5 YEARS	31.295	26.079	\$65,092.78
AFTER 10 YEARS	31.696	26.414	\$65,928.62
AFTER 15 YEARS	32.091	26.743	\$66,748.85
AFTER 20 YEARS	32.500	27.083	\$67,600.29

Employees covered by this agreement get paid for 80 hours a pay period at the rates indicated in this section. In order to get the 96 hour rate, divide the 80 hour rate by 96.

A Firefighter acting as a lieutenant will get a Firefighter's pay for comparable years of service plus nineteen percent (19%).

LIEUTENANT:

Full rate for Firefighter with comparable years of service plus nineteen percent (19%) (Differential includes step program).

A Lieutenant acting as a Captain will get a Lieutenant's pay for comparable years of service plus fifteen percent (15%).

CAPTAIN:

Full rate for Fire Lieutenant with comparable years of service plus fifteen percent (15%)

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(Differential includes step program).

PARAMEDICS:

All paramedics, including paramedic officers, who are certified before 1993, will be paid an eight percent (8%) differential. All other paramedics will be paid a six percent (6%) differential. All paramedics shall meet the qualifications defined in the letter of agreement that establishes the parameters of the paramedic program.

FOR THE UNION:

dk
Anshu M m 8/16/18
~~Michael~~ 8/16/18
B. P. 8/16/18
Meredith Hill 8/16/18
Lubach Philip 8/16/18
[Signature] 8/16/18

FOR THE CITY:

[Signature] 8/16/18
Kalen Pone 8/16/18
Hanna 8/16/18
J. M. Vanmeter 8/16/18
D. J. 8/16/18
Kudell Kandler 8/16/18
Anthony Malwood 8/16/18

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2125.91 Shift Premium

Effective the first full pay period in January of 2000 and thereafter, the City shall pay a shift premium for regular hours worked to dispatch supervisors and the Fire Investigation Unit (arson) as provided herein.

A shift premium of forty cents (\$0.40) per hour worked shall be paid to any such employee who is scheduled to start work on or after 11:00 a.m. and before 7:00 p.m. Starting times within this period shall be known as the afternoon shift.

A shift premium of thirty-five cents (\$0.35) per hour worked shall be paid to any such employee who is scheduled to start work on or after 7:00 p.m. and before 3:00 a.m. Starting times within this period shall be known as the night shift.

Members assigned to the Fire Investigation Unit (arson) who have been assigned "on-call" duties shall be assigned a take home car and a portable radio. 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 a member of the Fire Investigation Unit from being available for an "on-call" assignment, he or she shall immediately notify the Deputy Chief or designee in charge of the Fire Investigation Unit.

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

FOR THE UNION:

[Signature]
Arnegan M K - 8/16/18
[Signature] 8/16/18
B. B. Mann - 8/16/18
Meredith Hill 8/16/18
Abraham Phelps 8/16/18
[Signature] 8/16/18

FOR THE CITY:

[Signature] 8/16/18
Karen Pore 8/16/18
[Signature] 8/16/18
[Signature] 8/16/18
AG B. J. 8/16/18
Verdell Franklin 8/16/18
Anthony Markwood 8/16/18

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2125.96 Paramedic Training Agreement

~~Replace existing 2125.96 with the following:~~

The parties recognize the importance of providing the citizens of Toledo advanced life support ("ALS") protection. To do so there shall be a minimum of two hundred fifty (250) certified Local 92 paramedics. Achieving and maintaining the 250 minimum number shall be done starting with volunteers and mandating, only if there is an insufficient number of volunteers, by reverse seniority. This training program shall be done according to the following provisions:

- As long as there are 250 certified Local 92 paramedics becoming a paramedic the training shall be voluntary;
- If the total number of Local 92 paramedics falls below 250, existing Local 92 members first shall have the option of volunteering to become certified; if there is an insufficient number of volunteers then the department shall have the authority to mandate paramedic certification via reverse seniority;
- The city shall pay for the paramedic training for Local 92 members who either volunteer or are mandated to undergo paramedic training. The city shall only be required to pay for 1 paramedic training per Local 92 member;
- The city shall reimburse the member for up to three (3) NREMTP exam attempts if necessary. Any refresher course or subsequent exams shall be at the expense of the member;
- Local 92 members who either volunteer or are mandated and elect to undergo their paramedic certification through the TFRD paramedic program shall be detailed to a life-squad on duty as a "3rd" rider, to satisfy the certification ride time of the program. Local 92 members also may opt to complete ride time hours on their own time (ie, scheduled days off). It is understood that all other paramedic training, other than ride time, shall be completed off duty, on the member's own time.
- A joint committee shall recommend a list of outside paramedic programs. Any approval of an outside program shall be at the chief's discretion;
- A Local 92 member who opts to receive paramedic training from an approved program outside of TFRD's programs shall be reimbursed after successful completion of NREMTP certification; MEMBERS WHO ATTEND AN APPROVED PROGRAM THAT IS SEMESTER OR QUARTERLY BASED WILL BE REIMBURSED ON A SEMESTER OR QUARTERLY BASIS BUT WILL NOT BE

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REIMBURSED FOR THE FINAL SEMESTER OR QUARTER UNTIL FURNISHING A VALID NREMT-P CARD. MEMBERS MUST PASS EACH SEMESTER OR QUARTER TO BE REIMBURSED. THE CITY SHALL REIMBURSE THE MEMBER FOR UP TO THREE (3) NREMT-P EXAM ATTEMPTS IF NECESSARY. ANY REFRESHER COURSE OR SUBSEQUENT EXAMS SHALL BE AT THE EXPENSE OF THE MEMBER.

- The department shall offer and provide paramedic training within four years of hire date, including but not limited to the class of 2012, and all classes thereafter;
- Local 92 members hired prior to December 31, 2001 shall have the right to drop their paramedic classification at any time;
- Local 92 members hired after January 1, 2002 will be required to maintain and work as a paramedic unless the total number of local 92 paramedics is greater than 250. If so, members shall be allowed to drop their paramedic classification by seniority on a one-for-one basis, maintaining the 250 minimum threshold;
- Local 92 members mandated to undergo paramedic training and who fail to successfully pass NREMT-P, shall lose their CURRENT BID AND bid rights for a period ~~not to exceed~~ OF 1 year. That 1-year period shall commence from the date that it is determined that the member will not successfully complete the paramedic training. There shall be no other discipline and/or job action for those failing to successfully complete NREMT-P. This provision does not apply to Local 92 members who volunteer for certification. Volunteer members who fail shall not lose their bid rights and/or be disciplined in any other way. All firefighters agreeing to paramedic training may be temporarily assigned to a different shift.

Union

Meredith Hill 3/15/18
 Dubach Phillips 3/15/18
 B. A. [unclear] 3/15/18
 Angela May 3/15/18
 [unclear] 3/15/18
 [unclear] 3/15/18
 [unclear] 3/15/18

City

Anthony [unclear] 3/15/18
 [unclear] 3/15/18
 [unclear] 3/15/18
 [unclear] 3/15/18
 [unclear] 3/15/18

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2125.100 Paramedic Program

The following will establish the parameters of the paramedic program:

1. Life squad per shift positions will be filled through the normal bid process. Any open vacancy shall be filled by way of temporarily assigning the least senior paramedics without a bid.
2. Any firefighter paramedic assigned to a life squad will be provided relief from life squad duty up to 24 tours of duty per year to serve on a heavy squad, engine company or a truck.
3. Firefighter paramedics who have a bid on a heavy squad, engine, truck or station bid shall be used for relief duty to a life squad. Said employees shall be sent relieving up to a maximum of 24 18 tours of duty per year to a life squad, (exception: disasters or acts of god) relief shall be considered part of normal relief duty as defined in section 2125.55. Life squad relief shall be distributed fairly and adequately.
4. Paramedic officers may be utilized on a life squad.
5. A. Current salary group 80 employees who become paramedics through TFRD paramedic training shall have a 2 (two) year commitment to a life squad. Paramedic seniority shall be defined pursuant to 2125.27.

B. Salary group 80 employees who obtained their certification independently who wish to be paid the paramedic differential shall submit in writing their desire to participate in the program. They shall have a 2 (two) year commitment to a life squad. Paramedic seniority shall be defined pursuant to 2125.27.
6. Paramedics participating in the paramedic program:
 - a. Shall be paid a full paramedic differential.
 - B. Shall be paid overtime for C. E. Attendance.
 - C. Shall be utilized for paramedic overtime.
7. Paramedics who do not wish to participate in the paramedic program:
 - a. Shall not be paid a paramedic differential
 - b. Shall not ride the life squad
 - c. Shall not be recalled as a paramedic

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d. Shall not receive C.E. overtime

(1) FOR MEMBERS WHO ATTEND THE TFRD PARAMEDIC ACADEMY AND FURNISH THE CHIEF OF TRAINING WITH A VALID NREMT-P CARD WITHIN 30 DAYS OF COMPLETION OF ALL PARAMEDIC INSTRUCTION AND TESTING:

certification
Adm
3/15/18

ALL MEMBERS WHO FURNISHED A VALID NREMT-P CARD SHALL HAVE THEIR TIME COMMITMENT TO THE PROGRAM AND THEIR PARAMEDIC DIFFERENTIAL START ON THE SAME DATE, NOT TO EXCEED 30 DAYS FROM FURNISHING A VALID CERTIFICATION. THOSE MEMBERS SHALL HAVE THE ABILITY TO BID A LIFE SQUAD AT THAT TIME.

certification
Adm

NREMT-P Adm

(2) ALL MEMBERS WHO FURNISH THE CHIEF OF TRAINING WITH A VALID NREMT-P CARD WHO DO NOT MEET THE CRITERIA OUTLINED IN ITEM (1):

(certification Adm

SHALL HAVE THEIR TIME COMMITMENT TO THE PROGRAM AND THEIR PARAMEDIC DIFFERENTIAL STARTED ON THE SAME DAY WITHIN 30 DAYS FROM FURNISHING THEIR VALID CERTIFICATION. THOSE MEMBERS SHALL HAVE THE ABILITY TO BID A LIFE SQUAD AT THAT TIME.

NREMT-P Adm

(3) MEMBERS WHO FURNISH A VALID STATE OF OHIO EMT-PARAMEDIC CERTIFICATE TO THE CHIEF OF TRAINING PRIOR TO THEIR LAST DAY OF RECRUIT SCHOOL:

SHALL BE PAID THEIR PARAMEDIC DIFFERENTIAL ON THEIR FIRST DAY ON THE LINE OUT OF RECRUIT SCHOOL. THOSE MEMBERS SHALL HAVE THEIR TIME COMMITMENT TO THE PROGRAM STARTED AND HAVE THE ABILITY TO BID A LIFE SQUAD ON THEIR FIRST DAY OF PROBATION.

MEMBERS SHALL BE PERMITTED TO BID A NON LIFE SQUAD POSITION IN THE BID ROUND FOLLOWING THE COMPLETION OF THEIR TWO YEAR COMMITMENT.

Union	
Meredith Hill	
Deborah Phillips	
Be B. [unclear]	3/15/18
Angela May	3/15/18
[unclear]	3/15/18
[unclear]	3/15/18
[unclear]	3/15/18

City	
Anthony [unclear]	3/15/18
[unclear]	3-15-18
[unclear]	3/15/18
[unclear]	3/15/18
[unclear]	3/15/18

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2125.97 BLS Medic Transport

Because, the City of Toledo experiences a high volume of emergency runs requiring BLS medic transport; and therefore, the parties intend for this agreement to result in BLS medic transport calls to be handled by Toledo Firefighters without any change to any contract provision, including but not limited to article 2125.58 minimum manning requirements. A medic transport is defined as an ambulance intended for transporting a BLS patient.

Toledo Firefighters possess the expertise and equipment to handle such calls the parties agree to the following points concerning staffing and personnel assignments:

1. The City of Toledo and Toledo Firefighters Local 92 agree that emergency runs requiring BLS medic transport arising inside the City of Toledo may be handled by Local 92 members.
2. It is agreed that the ~~rescue~~ medic transport units will be considered part of a two-piece company and shall respond, ~~according to current contract language, with the mutual goal of achieving all six (6) person engine companies.~~ as provided herein. The City agrees, upon ratification, one (1) of the five (5) three-person engines will be a four-person engine. Upon the 2019 firefighter recruitment class reporting to the line, but no later than December 1, 2019, two (2) of the remaining three-person engines will be four-person engines. Subsequently, upon the 2020 firefighter recruitment class reporting to the line, but no later than December 31, 2020, the two (2) remaining three-person engines will be four-person engines. City of Toledo shall have ~~between five (5) and ten (10) rescue~~ at least seven (7) medic transport units in service daily. The number ~~(5-10) of rescue~~ Anything in excess of seven (7) medic transport units will be determined by the fire administration.
3. In order to ensure fair and adequate staffing of the ~~rescue~~ medic transport units it is agreed that no member is exempt from working on the ~~rescue~~ medic transport units. Officers are not required to ride the BLS medic transports, but in instances when an officer is riding the transport unit a Private must have five (5) years seniority to act on the engine.
4. Paramedics will not be mandated to ride BLS medic transport units but shall be part of a fair and adequate rotation.
5. In the event this agreement results in the addition of new job duties and responsibilities which cannot be handled by the minimum manpower staffing level in 2125.58, it is agreed that the parties shall meet to discuss and resolve such issues.

The following items will be included in a policy established by the Toledo Fire and Rescue Department administration pertaining to five (5) person engine companies.

- 1) Two piece companies shall be considered as one company and will respond as one unit to all alarms.
- 2) BLS Medic transports may respond alone to first responder BLS runs.

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- 3) While enroute to a fire alarm, the BLS medic transport shall not be split from the responding units once dispatched.
- 4) If a BLS medic transport is separated due to a first response EMS run, an additional engine company shall be dispatched to assist the remaining unit on any dispatch other than EMS runs. A pumping apparatus from a two piece company may be used for car fires, leaf fires, when the other unit is being utilized as above.
- 5) This policy cannot be used to avert a recall of personnel due to minimum apparatus in service.
- 6) Any time that the units are separated for other than normal station response, acting pay will be paid to a member on the unit without the officer.

The following items will be included in a policy established by the Toledo Fire and Rescue Department Administration pertaining to six (6) person engine companies.

- 1) Two piece companies shall be considered as one company and will respond as one unit to all regular alarms or greater.
- 2) BLS Medic transports may respond alone to first responder BLS runs.
- 3) While enroute to a fire alarm, the BLS medic transport shall not be split from the responding units once dispatched.
- 4) This policy cannot be used to avert a recall of personnel due to minimum apparatus in service.
- 5) Any time that the units are separated for other than normal station response, acting pay will be paid to a member on the unit without the officer.

FOR THE UNION:

Jill Wilson 8-16-18
 Anthony M... 8/16/18
~~Meredith Hill~~ 8/16/18
 B... 8/16/18
 Meredith Hill 8/16/18
 Deborah Rhiebo 8/16/18
 [Signature] 8/16/18

FOR THE CITY:

Anthony Marwood 8/16/18
 Karen Pore 8/16/18
 Gary Jay 8-16-18
 Jan V... 8/16/18
 [Signature] 8/16/18
 Verdel... 8/16/18

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2125.99 DETAILING AGREEMENT

1. Detailing shall be defined as the practice of removing AND REPLACING one or more members from an apparatus for usually eight hours or less, without placing the entire unit out of service. At times it may be necessary to place one engine or its equivalent per battalion out of service to facilitate training. When detailing occurs, there shall be a minimum staffing level of at least four members per engine, ~~with the exception of an injury, illness, family emergency or special programs (as agreed to between parties).~~ In the event staffing falls below four because of the emergency departure of a firefighter, ~~and the firefighter was expected to return within a two hour time period, the crew would remain at three firefighters until their return. If the firefighter is not expected to return within two hours,~~ then replacement would SHALL be initiated immediately upon notification.

2. Special programs are those programs that are generally for the benefit of the employee, such as flu shots and the health fair. Special programs must be mutually agreed to between the Union and the City ~~if staffing is reduced below four members.~~

3. The total number of Local 92 line members, out of service, for details, special assignments, drills, training, and special programs at any one time, will be no more than 16. In the event of an act of God or break down beyond the control of the city that causes an excess of 16, the City shall revert to 16 as quickly as reasonably possible.

4. All details, special assignments and special programs shall be limited to a 25 mile radius of the City of Toledo. Every effort will be made to use limited duty members or staff members for out of town details. Limited duty members will be used for mail runs when available.

5. Temporary assignments occur when a member is reassigned temporarily (usually more than 24 hours) to another unit, due to a shortage of staffing. Temporary assignments shall be filled with

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relief pool personnel, unless a member volunteers for the assignment, excluding special qualification assignments. Members who volunteer shall retain all bid rights. Temporary assignments, other than relief pool personnel, shall be limited to twelve months in duration. Temporary assignments that result in manpower STAFFING falling below the minimum manning STAFFING language in 2125.58 shall be recalled to fulfill required minimum manning STAFFING level.

6. Special assignments are defined as those circumstances where an entire crew is involved in a particular activity. Special assignments shall be conducted in service and in district except for maintenance and/or specialty units (haz-mat, confined space, water rescue, etc.). Special assignments shall be limited to public relations activities, rig maintenance programs and comprehensive drills. The TFRD may schedule up to three (3) interdepartmental comprehensive drills, one per shift, annually where up to the equivalent of a 2nd alarm can be used providing that the 2nd alarm contingent at the drill is available for immediate response. Additionally, up to two (2) multi agency drills may be scheduled per year using the above staffing guidelines. Guidance for P.R. activities shall be drawn from past practice. If a new P.R activity is planned then advance notice shall be provided to the union. If agreement cannot be reached the issue shall be subject to the grievance procedure on an expedited basis. If ordered by the Chief, firefighters shall comply.

7. All detailing, special assignments and special programs, shall be conducted according to and consistent with the terms of the collective bargaining agreements. It is recognized that public relation activities may need to be conducted outside of the time lines contained within the contract.

8. The agreement herein shall remain effective through the term of the current collective bargaining agreement.

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9. DEFINITION OF TERMS

DETAILING: Detailing is the practice of removing AND REPLACING one or more members from an apparatus without placing the entire unit out of service (usually for eight (8) hours or less) or as otherwise defined in paragraph 1 of this section.

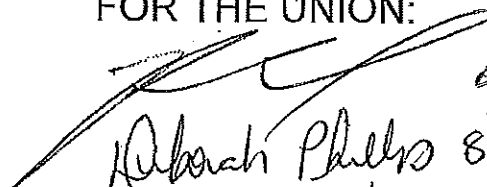


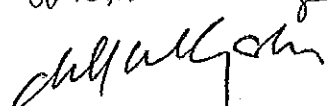
TEMPORARY ASSIGNMENTS: Temporary assignments are those situations where a member is reassigned temporarily (usually more than 24 hours) to another unit or bureau due to a shortage or need. An example would be the placement of member in the dispatch office on a regular basis because a bid was not filled.

SPECIAL ASSIGNMENTS: Special assignments are those instances where the entire crew is involved in a particular activity as a unit. Examples of special assignments are public relations activities, rig maintenance program, and certain comprehensive drills.


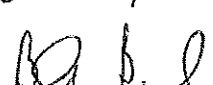
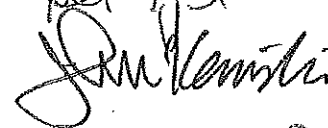
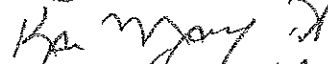


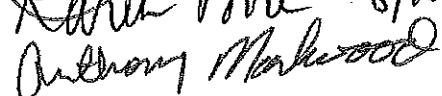
SPECIAL PROGRAM: Those circumstances or pre-established programs that are generally for the benefit of the individual employee. Examples are flu shots, health fair attendance, etc.

"IN DISTRICT": "In district" as used herein shall mean within the battalion chief's district in which the company is stationed.

FOR THE UNION:

 8/16/18
Abraham Phillips 8/16/18
Meredith Hill 8/16/18
B. 2  8/16/18
 8/16/18
Ananda M. M. 8/16/18
chill  8-16-18

FOR THE CITY:

 8/16/18
 8/16/18
Jan  8/16/18
Ker  8/16/18
 8/16/18
Karen  8/16/18
Anthony  8/16/18

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Asur K

2125.XX FIELD TRAINING OFFICER/PARAMEDIC TRAINING OFFICER

Effective January 1, 2019, Local 92 members below the rank of Lieutenant who are assigned to this Program will be called Field Training Officers (herein referred to as FTO/PTO) however, the Firefighter/Firefighter Paramedic shall remain in Salary Group 80. All firefighters who are selected to participate in this program will be assigned as a FTO/PTO on an individual voluntary basis only.

A. Entry criteria for the FTO/PTO Program

- 1. The Applicant must have a minimum of three (3) years of continuous seniority with the Department at the time of selection.**
 - 2. The goal of the Program being the improvement of line operations and the sharing of experience, a minimum of two (2) line personnel per shift, per battalion shall be maintained in the FTO/PTO Program. However, the absence of a FTO/PTO will not require recall for the purposes of this program. Overall, this program shall have a minimum of thirty (30) participants.**
 - 3. The Applicant must have a commitment to training and development.**
 - 4. Applicants with line bids must be willing to be detailed on their assigned shift to accomplish training and evaluation duties when necessary.**
- B. FTO/PTO's shall be selected by Committee to be composed of five (5) representatives: two (2) current FTO/PTO's, one (1) Senior Officer (min. 5 yrs promoted), the Fire Chief or his/her designee, and the Local 92 President or his/her designee. At the start of the process, the two (2) FTO/PTO's will be selected from line assigned personnel (subject to waiver by Committee consensus) by the other three (3) members.**

The FTO/PTO Selection Committee will consider the following criteria:

- 1. Performance evaluation by current Supervising Officer and Battalion Chief.**
- 2. Discipline history as defined in Section 2125.22 "Personal Service Records"**
- 3. Attendance record**
- 4. Prior performance as an FTO/PTO or Instructor**
- 5. Personal interview before the Selection Panel**
- 6. Review of prior work applicable to the position, which may include (but is not limited to) written reports of any type, general qualities of leadership and mentoring, and written recommendations from other members.**

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- C. After interviewing all the candidates, the Selection Committee shall carefully consider all the factors presented and produce a list of FTO/PTO nominees. When everything else is equal between two (2) candidates, the firefighter most senior shall be nominated. After the selection, all successful FTO/PTO candidates shall undergo either basic, or refresher FTO/PTO Training. Those completing the training will be certified eligible for FTO/PTO service and compensation. FTO/PTOs used in that capacity for any portion of the year shall be eligible for compensation.
- D. Cause for removal shall be directly related to one or more of the criterion used in the selection process as listed above. Removal of the certification may be authorized only by the Director of the TFRD (or his/her designee) upon either the recommendation of the Selection Committee or as a result of the disciplinary process.
- E. After the selection, all successful FTO/PTO candidates will undergo either basic or refresher training. Those successfully completing the training will be certified eligible for actual FTO/PTO service and benefits.
- F. Once a firefighter is a certified FTO/PTO, regardless if he/she is involved in actual training, the firefighter shall receive an annual stipend equal to three percent (3%) of the firefighter's annual wage, payable over the twenty-six (26) regular pay periods. The adjusted gross wage will not be considered as a new base wage rate. The three percent (3%) payment is also independent of the consideration provided in Section 2125.44 "Training and Career Enhancement Program."
- G. A FTO/PTO that and has been placed on Transitional Duty status for a NON-DUTY illness or injury (Section 2125.105 "Transitional Duty") 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 three percent (3%) FTO/PTO pay for the duration after ninety (90) days in this duty status. The three percent (3%) FTO/PTO pay shall be reinstated the first pay period the firefighter returns to full duty status. Only Firefighters who hold line bids shall be eligible for compensation under this program.
- H. The firefighter will retain FTO/PTO certification except where the firefighter receives a promotion above the rank of Firefighter or Firefighter/Paramedic, the firefighter chooses to withdraw from the Field Training Program, or where there is just cause for removal.

FOR THE UNION:

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FOR THE CITY

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