

## 2109.27 Promotions

### A. Captains

The Police Captain promotional process requires certification of the candidates' names and an interview prior to final selection of candidates for promotion.

The Parties agree that the final eligible list will be determined by a candidate's performance on the In-House Selection Process and the Assessment Center. The Assessment Center will count for sixty percent (60%) of the final score and the In-House Selection Process will count for forty percent (40%) of the final score.

The results of the In-House Selection Process shall determine who goes to the Assessment Center. The number of candidates who qualify for the Assessment Center shall be at least fifty percent (50%) of those candidates participating in the In-House Selection Process.

The Assessment Center will be administered by the Selection and Evaluation Section of the Department of Human Resources.

The Parties agree that the Chief may consider the highest five (5) candidates for each vacancy. No candidate shall be passed over more than three times.

The Parties agree that updates shall occur as each vacancy occurs. However, there will not be a second interview.

#### In-House Selection Process (40% of overall process)

##### Structured Oral Interview (25 Points)

##### Procedures for Structured Oral Interview

- Dimensions to be measured by the Structured Oral Interview will be forwarded to candidates prior to the interview.
- The interview panel will consist of the Police Chief and the three (3) Deputy Chiefs.
- All interview panel members will be trained by the Department of Human Resources.
- The interview shall be conducted in accordance with procedures set forth by the Manager of Selection and Evaluation.
- Each candidate will be asked the same questions. The number of interview questions shall be determined by the City.
- Questions will be rated using a 1-5 point scale.

##### Education (6 Points)

- Associate Degree or 2 years of completed college coursework (TPCOA members who achieve junior status will be given credit for an Associate Degree) = 2 points
- Bachelor Degree = 4 points
- Advanced Degree = 6 points

\*No points shall be awarded for awards, medals, or commendations.

### Disciplinary Record (10 Points)

Counselings shall not be considered. Candidates with no discipline on their record shall receive 10 points. Points shall be subtracted in accordance with the following scale:

<u>Each verbal reprimand</u>	<u>minus 1 point</u>
<u>Each written reprimand</u>	<u>minus 2 points</u>
<u>Suspensions (1-29 days)</u>	<u>minus 5 points</u>
<u>Suspensions (30 or more days and/or demotions)</u>	<u>minus 10 points</u>

### Work Record

Based on a three (3) year average of attendance:

• <u>0-2 days used</u>	<u>minus 0 points</u>
• <u>More than 2-4 days used</u>	<u>minus 2 points</u>
• <u>More than 4-6 days used</u>	<u>minus 4 points</u>
• <u>More than 6-8 days used</u>	<u>minus 6 points</u>
• <u>More than 8-10 days used</u>	<u>minus 8 points</u>
• <u>More than 10 days used</u>	<u>minus 10 points</u>

\*Approved FMLA leave and approved leave of absence will not count towards the work record points.

### Seniority (5 Points)

\*The month points remain constant for the duration of the eligible list.

Seniority points for all candidates are determined by the candidate within the process with the highest seniority. The most senior candidate will receive top points, five (5) for seniority. The remaining candidates' seniority points will be determined using the following formula:

Step 1:

\*5 points/(highest seniority candidate's years completed x 12 months) = how much each month of service is worth in points (month points)

Step 2:

Month points x (years completed by candidate x 12 months) = seniority points

For example, if the candidate with the highest seniority has 20 years of service, the calculation for the remaining candidates for step 1 is:

$5/(20 \times 12) = 0.02083$

$0.02083 = \text{month points}$

Step 2 (assume candidate with 15 years of service):

$0.02083 \times (15 \times 12) = 3.75 \text{ seniority points}$

The highest seniority candidate with 20 years of service will be issued 5 points.



## **2109.69 Funeral Pay**

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

In the event of the death of the Command Officer's father, mother, brother, sister, spouse, or child, the Command Officer, upon giving notice shall have the right to take up to an additional three (3) days of sick pay. Such additional sick time shall be charged to the Command Officer's accumulated sick days, but shall have no effect on Bonus Days as provided in Section 2109.54 Bonus Days.

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

The Command Officer may take two (2) days to attend the funeral or memorial service and reserve a day to attend to the legal matters made necessary by the death.

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

One (1) day of funeral pay shall be granted to attend the funeral or memorial service of the Command Officer's or the Officer's spouse's or Life Partner's foster mother, foster father, aunt, uncle, niece, nephew, sister-in-law and brother-in-law.

When a special filial relationship exists between the Command Officer and any relative for whom the Command Officer would normally be granted one (1) day of funeral pay, three (3) days funeral pay will be granted when the Command Officer furnishes the Director of Human Resources an affidavit proving the existence of a special filial relationship. A filial relationship is defined as being one in which the Command Officer bears or assumes a relationship with another individual similar to that of a child, off spring, or parent.

A Command Officer shall be granted funeral pay only after the Command Officer furnishes evidence of the death of a person with whom the employee had a qualifying relationship.

**All funeral or memorial service days utilizing the language in this section shall be taken within (12) twelve months after the date of the death. This benefit shall not be provided if the employee is already on a leave of absence, whether paid or unpaid.**

On Behalf of TPCOA:

*Chris Kunk*  
*E.S. G*  
*Coff*  
*K. N...*  
 

On Behalf of the City of Toledo:

*George Kul* 7/11/21  
*Kayla D. Maso*  
*Michael C. Jewell*

## **2109.17 Drug and Alcohol Testing**

### **(1) Policy Statement.**

The Police 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 Police Department will take the necessary steps, including drug and alcohol testing, to eliminate illegal drug use and alcohol abuse. The goal of this policy is prevention and rehabilitation rather than termination. All officers shall be eligible for random drug and alcohol testing.

### **(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 abusive use of a legally prescribed drug.

**It is important to note that, despite the legalization of recreational marijuana in the state of Ohio, the use of cannabis in any form is strictly prohibited for all TPCOA members.**

### **(3) Notice and Education of Employees Regarding Drug and Alcohol Testing.**

All employees will be informed of the Police 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 employees will be subject to testing, what the test can determine, and the consequences of testing 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 employees shall be tested until this information has been provided.

#### **(1) Basis for Ordering an Employee to be tested for Drug or Alcohol Abuse.**

Employees may be tested for drug or alcohol abuse under any of the following conditions:

(a) Where there is reasonable suspicion that the Command Officer to be tested is using illegal drugs.

(b) Where there is reasonable suspicion that the Command Officer to be tested is using or abusing alcohol while on duty.

(c) Those Command officers who are assigned to the Property Management Unit, Gang Task Force, Vice Narcotics, Special Investigation Section, Special Weapons and Tactics, Canine Unit, or Bomb Squad, may be tested once annually for drugs as defined herein.

(d) Command Officers may be tested as a requirement before they are promoted.

(e) Additionally, police officers may be randomly tested annually. A random selection process will be devised but this will not preclude any officer from being tested more than one time per year.

(f) Drug and/or alcohol testing may occur post accident in the event of a vehicular accident in which there is significant property damage (over \$200) and/or personal injury.

(g) Drug and/or alcohol testing may occur after any shooting incident by a police command officer.

All orders requiring employees to submit to drug and/or alcohol testing shall be in writing, setting forth the reasonable suspicion before the test is ordered.

## **(2) Drug Testing Samples**

Drug testing will be conducted with either urine samples, hair samples or blood draws. Hair samples and blood draws will only be conducted upon mutual agreement of the employee and the City.

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 process of the specimens shall be documented to establish procedural integrity and the chain of evidence.

A professional medical interview with the employee prior to the test will serve to establish use of drugs currently taken under professional medical supervision.

The employee designated to give the 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 test. Samples shall be stored in a secure and refrigerated atmosphere until tested or delivered to the testing lab representative.

#### **(4) Breath Testing**

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 shall be documented to establish procedural integrity and the chain of evidence.

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

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 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.

#### **(5) 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 such testing. The testing or processing phase shall consist of a two-step procedure:

- (i) Initial screening step.
- (ii) Confirmation step.

The 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, specimens shall be maintained under secure storage for a period of not less than one (1) year. Any sample which has been adulterated or shown to be a substance other than the type of sample secured, shall be reported as such. All test results shall be evaluated by a suitably trained occupational physician or occupational nurse 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.

**(6) Disciplinary Action.**

Employees who as a result of being ordered to be drug and/or alcohol tested are found to be abusing drugs and/or alcohol may be subjected to dismissal. Refusal to submit to a drug and/or alcohol test, adulteration of, or switching a sample may also be grounds for dismissal. Voluntary submission to a chemical dependence program can be a basis for consideration prior to imposition of a penalty.

**(7) Right to Appeal.**

An employee disciplined as a result of a drug test has the right to challenge the results of such drug and/or alcohol test through the disciplinary appeal procedures in Section 2109.19.

**(8) Voluntary Participation in a Dependency Program.**

An employee may, at any time, voluntarily enter a chemical dependency program. This may be done through the Employee Assistance Program or by direct contact with 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. A Command officer shall be allowed to use accumulated sick time or any other accumulated paid leave to enter into an in-patient treatment program. Information regarding treatment of employees in chemical dependency programs shall remain confidential and shall not be released to the public.

Although an employee will not be subject to disciplinary action where the employee voluntarily submits to treatment as discussed above, the Police Department reserves the right to insure that the Command Officer is fit for duty, including but not limited to requiring the officer to submit to drug and alcohol testing as ordered by the Chief. Such testing shall be permitted to occur within one year after the Command Officer returns to duty. An employee found temporarily unfit for duty because of drug and/or alcohol abuse shall be treated as are those similarly situated, i.e. sick leave, temporary reassignment, if available.

**(9) Duty Assignment after Treatment.**

Once an employee successfully completes rehabilitation and is fit for duty, the employee shall be returned to regular duty assignment, except that the employee's return to Property Management Unit, Bomb Squad and Vice-



## 2109.73 Wage Rates

- A. The wage rates to be paid to employees in each salary group defined in this agreement are set forth in the schedule below:

Effective April 1, 2024 employees in each wage group shall receive an equity adjustment to their wage rates in accordance with the following table:\*\*\*\*\*See Wage Table\*\*\*\*\*

Also effective April 1, 2024, for purposes of the pay schedule, newly promoted Sergeants will achieve the rank of Probationary Sergeant. Upon promotion to the rank of Probationary Sergeant, the Probationary Sergeant shall immediately receive a pay increase of 8.6% over the top pay of any TPPA member (excluding the Sergeant-at-Arms). \*\*\*\*\*See Wage Table\*\*\*\*\*

Upon completion of a six month (180 days) probationary period, the Probationary Sergeant will be referred to as a Sergeant I. The Sergeant I designation will cover a time period of 12 months (365 days). Upon receiving the designation of Sergeant I, the Sergeant I shall immediately receive a pay increase of 9% over the pay of Probationary Sergeant.\*\*\*\*\*See Wage Table\*\*\*\*\*

After completing 12 months (365 days) as a Sergeant I, the Sergeant I will be referred to as a Sergeant II. Upon the designation as a Sergeant II, the Sergeant will be referred to as a Sergeant II during their tenure at the rank of Sergeant. Upon receiving the designation of Sergeant II, the Sergeant II shall immediately receive a pay increase of 5.6% over the pay of Sergeant I.\*\*\*\*\*See Wage Table\*\*\*\*\*

All current TPCOA members not currently serving in the probationary period will immediately be considered a Sergeant II for the purposes of this section. Any current TPCOA member serving in the probationary period will immediately be considered a Sergeant II at the conclusion of the probationary period.

Effective April 1, 2024, all Lieutenants shall receive a pay increase of 15% over the pay of Sergeant II.\*\*\*\*\*See Wage Table\*\*\*\*\*

Effective April 1, 2024, all Captains shall receive a pay increase of 13% over the pay of Lieutenants. \*\*\*\*\*See Wage Table\*\*\*\*\*

B.

~~For purposes of the pay schedule, newly promoted Sergeants who are on probation for the first six (6) months in the rank will be referred to as Probationary Sergeants. Upon completion of the probationary period, he or she will be referred to as Sergeant and will be at the rate commensurate with his/her years of service under the Sergeant category.~~

**Effective April 1, 2024 employees in each wage group shall receive an equity adjustment to their wage rates in accordance with the following table:**

	Hourly Rate	Daily Rate	Bi-Weekly Rate	Annual Rate
Probationary Sgt	\$ 42.085	\$ 336.677	\$ 3,366.774	\$ 87,536.118
Sergeant I	\$ 45.872	\$ 366.978	\$ 3,669.783	\$ 95,414.368
Sergeant II	\$ 48.441	\$ 387.529	\$ 3,875.291	\$ 100,757.573

Lieutenant	\$ 55.708	\$ 445.661	\$ 4,456.612	\$ 115,871.914
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Captain	\$ 62.950	\$ 503.598	\$ 5,035.981	\$ 130,935.495
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**Effective April 1, 2024 the wage rates which were effective in January of 2023 shall be increased by three percent (3.0%).**

**Association rates effective April 1, 2024:**

	Hourly Rate	Daily Rate	Bi-Weekly Rate	Annual Rate
Probationary Sgt	\$ 43.347	\$ 346.773	\$ 3,467.728	\$ 90,160.940
Sergeant I	\$ 47.248	\$ 377.982	\$ 3,779.824	\$ 98,275.424
Sergeant II	\$ 49.894	\$ 399.149	\$ 3,991.494	\$ 103,778.848

Lieutenant	\$ 57.379	\$ 459.016	\$ 4,590.160	\$ 119,344.160
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Captain	\$ 64.838	\$ 518.688	\$ 5,186.880	\$ 134,858.880
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**Effective the first full pay period of January 2025 the rates which were effective in April of 2024 shall be increased by three percent (3.0%).**

**Association rates effective January 1, 2025:**

	Hourly Rate	Daily Rate	Bi-Weekly Rate	Annual Rate
Probationary Sgt	\$ 44.647	\$ 357.172	\$ 3,571.724	\$ 92,864.816
Sergeant I	\$ 48.665	\$ 389.318	\$ 3,893.179	\$ 101,222.649
Sergeant II	\$ 51.390	\$ 411.120	\$ 4,111.197	\$ 106,891.117

Lieutenant	\$ 59.100	\$ 472.784	\$ 4,727.840	\$ 122,923.840
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Captain	\$ 66.783	\$ 534.256	\$ 5,342.560	\$ 138,906.560
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Effective the first full pay period of January 2026 the rates which were effective in January of 2025 shall be increased by four percent (4.0%).

Association rates effective January 1, 2026:

	Hourly Rate	Daily Rate	Bi-Weekly Rate	Annual Rate
Probationary Sgt	\$ 46.433	\$ 371.464	\$ 3,714.641	\$ 96,580.673
Sergeant I	\$ 50.612	\$ 404.896	\$ 4,048.959	\$ 105,272.934
Sergeant II	\$ 53.446	\$ 427.570	\$ 4,275.701	\$ 111,168.218

Lieutenant	\$ 61.464	\$ 491.696	\$ 4,916.960	\$ 127,840.960
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Captain	\$ 69.455	\$ 555.624	\$ 5,556.240	\$ 144,462.240
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- B.** After twenty-six full years from the date of appointment to the Department, Command Officers shall be paid an annual payment of two percent (2%) of the 1988 annual base of the applicable Command rank, which shall not be added to their base rate. The amount shall be paid during the week which they begin their seventh (27th) year of service.
- C.** In order to facilitate compliance with the Fair Labor Standards Act, the City will adjust its regular pay rates for Command Officers to include stress allowance and shift premiums of all overtime payments. The stress allowance add-on shall be determined by dividing the annual stress allowance by 2080 hours. Existing regular pay rates will continue to be utilized for all other purposes. Payment for overtime hours worked in an acting capacity shall be based upon the regular rate for the rank including stress allowance and shift premium. All other overtime hours shall be paid at the regular rate for the Command Officer's permanent rank including stress allowance and shift premium.
- D.** In recognition of the additional responsibility and paperwork associated with being a Field Training Officer (FTO) Program Supervisor, the City agrees to compensate those sergeants selected to be Field Training Supervisors an additional five percent (5%) of their base wage ~~during the days they are actually serving as Field Training Officer Supervisor,~~ **payable in the 26 regular pay periods.**

Any Field Operations sergeant may volunteer to be selected for this special assignment. The Police Administration shall determine the number of sergeants needed to successfully administer the Field Training Officer Program. Sergeants interested in this assignment shall be afforded an interview and a review of their qualifications. The interview and selection committee shall consist of the Field Training Officer (FTO) Program Coordinator (**Sergeant/Lieutenant**), the **Captain Deputy Chief** in charge of Field Operations, and the **Captain Deputy Chief** in Charge of the affected District Station. The committee shall make a recommendation to the Chief of Police, who will make selection. The Chief's selection is subject to the grievance procedure but may only be overturned if it constituted an "abuse of discretion."

On Behalf of TPCOA:


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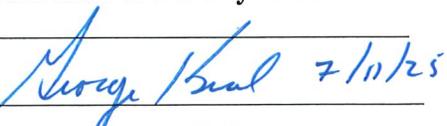
  


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On Behalf of the City of Toledo:


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## **2109.64 The Police and Fireman's Disability and Pension Fund**

(A) The City will continue to participate in the Ohio Police & Fire Pension and Fireman's Disability and Pension Fund as provided in the Ohio Revised Code.

(B) In the event the City participates in a pension "pick-up" plan in accordance with Internal Revenue Service regulations and Ohio Attorney General opinions, state and Federal income taxes on employee pension contributions by all bargaining members may be deferred.

(C) Effective with the first full pay period of March 2012 the City will pay five percent (5%) of the employee's pension contribution, and the employee shall be responsible for the remaining percentage (employee payment increased from 0% to 5%). By March 31, 2012 the employee receiving a reduction in pension pickup will receive a separate lump sum check in the amount of one thousand two hundred dollars (\$1,200).

(D) Effective with the first full pay period of January 2013 the City will pay two percent (2%) of the employee's pension contribution, and the employee shall be responsible for the remaining percentage (employee payment increased from 5% to 8%). This reduction in pension pickup by the City is in exchange for a 2% increase in the spread between a Sergeant and a Patrolman, which is effective the first full pay period of July 2013, as contained in section 2109.73 (C).

(E) Effective with the first full pay period of January 2014 the City will pay zero percent (0%) of the employee's pension contribution, and the employee shall be responsible for the entire employee pension contribution (employee payment increased from 8% to 10%). This reduction in pension pickup by the City is in exchange for a 3% increase in the spread between a Sergeant and a Patrolman which is effective the first full pay period of July 2014, as contained in section 2109.73 (C).

(F) In the event the employee share of the pension contribution increases due to a change in law or regulation during the term of this agreement, the employee shall be responsible for paying the entire increase in the employee share.

(G) Employees are prohibited from receiving the payments specified in paragraph (C) through (E) directly instead of having them paid by the City to the pension plan.

(H) All TPCOA members hired or reinstated as City of Toledo employees after January 1, 2009 will be required to pay the entire employee contribution to the Police Pension Fund. Any TPPA member who is paying

their full pension employee contribution, regardless of date of hire, will continue to do so if promoted and becomes a member of the TPCOA.

On Behalf of TPCOA:









On Behalf of the City of Toledo:

 7/11/25





**2109.98 Administrative Assistant to the Chief OF Police**

**The City agrees that the Administrative Assistant to the Chief of Police shall be filled by a TPCOA member upon the next vacancy of the Administrative Assistant to the Chief of Police position.**

**On Behalf of TPCOA:**

*Dino Rando*  
*EPK. G*  
*Coiff*  
*R. Nor*  
   
 

**On Behalf of the City of Toledo:**

*Morgan Kaul 7/11/20*  
*Kayla D. Masco*  
*Michael C. Gessell*

## 2109.67 Vacations

All regular Command Officers of the Police Department shall be entitled to annual vacation leave with pay in accordance with the following table:

<b>AMOUNT OF CONTINUOUS SERVICE DURING THE PREVIOUS YEAR THROUGH DECEMBER 31</b>	<b>VACATION</b>
Less than 1 full calendar Year of service	.916 days for each full month of service
After 1 full calendar year of service	2 <u>3</u> Weeks
After 7 full calendar years of service	3 <u>4</u> Weeks
After 14 full calendar years of service	4 <u>5</u> weeks
After 21 full calendar years of service	5 <u>6</u> Weeks
After 24 full calendar years of service	6 <u>7</u> Weeks .

In addition to the above, after one (1) full calendar year of service, ~~effective January 1, 1985, all Command Officers will be entitled to two (2) full discretionary vacation days.~~ Effective January 1, 2019, all Command Officers will be entitled to three (3) full discretionary vacation days.

A Command Officer should take vacation in the calendar year following the year in which it was earned. In the event a Command Officer is not allowed to schedule and/or take his vacation in the year in which it should have been taken, he may request that unused vacation be carried over to the following year. Such request must be

submitted to the Human Resources Department prior to December 1 of each year. All such carry-over vacation must be taken no later than April 30 of the following year. In the event that the City has not allowed the Command Officer to take the vacation time to which he is entitled by April 30 of the year following the calendar year in which it should have been taken, then he shall be paid for such unused vacation days.

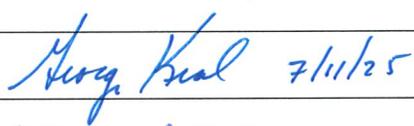
Command Officers shall be allowed to schedule and take vacations as provided herein in accordance with existing Departmental Procedures. Command Officers shall have the right to select vacation time by seniority. At least ten (10) per cent of the Command Officers assigned to the shift shall be granted vacation time in any period. Requests for vacation time will be considered first.

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

On Behalf of TPCOA:

  
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On Behalf of the City of Toledo:

  
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## **2109.16 Command Officers' Bill of Rights**

(a) A Command Officer has the right to the presence of counsel and/or a representative of his recognized bargaining unit and the right to cross examine witnesses at all disciplinary hearings before the Chief or his designee, Safety Director and the Civil Service Commission.

When a Command Officer is summoned to appear before the Firearms Review Board, he may, at his option, bring a representative from the Command Officers' Association. At his option, the Command Officer involved may request the Chief of Police or his designee to review the actions of the Firearms Review Board. This request must be submitted in writing within five (5) work days after being made aware of the findings of the Board. The Chief or his designee shall make a review of this decision and will within five (5) work days notify the Command Officer involved that he has either upheld, modified or overruled the actions of the Firearms Review Board.

If the Chief appoints a designee, said designee will be identified prior to the hearing. The Command Officer has the right to object to one designee only. All Deputy Chiefs are eligible for consideration as a designee.

(b) A Command Officer who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his Constitutional Rights before any questioning starts, and shall not be required to waive said rights. Internal Affairs questioning of the command officer named in the criminal complaint and any administrative charges against that command officer, shall be delayed until after the trial stage of the criminal case provided: (1) the officer involved declines to participate in the administrative investigation and (2) the command officer removes himself/herself from duty without pay.

- (a) No Command Officer may be charged with any violation of the Departmental rules and regulations for a refusal to answer questions, or participate in an investigation concerning any incident which is criminal in nature and when the Command Officer is off-duty and not representing himself as a Police Officer. Before a Command Officer may be charged with violation of Departmental rules and regulations for not answering questions or refusing to participate in any other investigation he shall be advised that refusal to answer such questions may be made the basis of such charge.
- (b) Any interrogations, questioning, or interview shall be conducted at a reasonable hour, preferably while the employee is working. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during the questioning for rest periods or for other physical necessities. The Command Officer has the right to the presence of an Association representative and/or an attorney during these sessions.
- (c) The Command Officer shall be informed of the nature of the investigation prior to any questioning and if needed a reasonable amount of time to consult with his/her Association representative and/or attorney.

- (d) When any anonymous complaint is made against a Command Officer, and there is no corroborative evidence of any kind, the Command Officer accused shall not be required to submit to interrogation, nor shall the Command Officer be required to submit a report either to Internal Affairs or to the Section head or his designee.
- (e) The department may divulge the fact that a ~~particular~~ command officer is under investigation but, may not release **name, image, id number, assignment or** any additional information until the investigation is completed, **except in instances where this a criminal complaint against a command officer**. Prompt notice must be provided to the Association when upon inquiry the department divulges the fact that an officer is under investigation.
- (f) When a Command Officer suspected of a violation is being interrogated in an Internal Affairs investigation, such interrogation shall be recorded at the request of either party.
- (g) At any time after a Command Officer has been charged with a violation of Departmental rules and regulations, both the City and the Command Officer shall, upon request, be provided the opportunity to inspect and copy all transcripts, recordings, written statements, notes and any other material generated during this investigation. Both parties shall have equal rights in regard to access of information.
- (h) No hearing that may result in dismissal, demotion, suspension or reprimand shall be held unless the Command Officer is notified of the hearing and the reason for it at least five (5) work days prior thereto.
  - a. Any evidence obtained in the course of an internal investigation through the use of administrative pressures, threats or promises made to the Command Officer shall not be used in any subsequent criminal court action.
  - b. No polygraph examination or other stress evaluating examination will be administered to any Command Officer.
  - c. When a Command Officer is to be interviewed in an investigation of any other member of the Police Department, such interview shall be conducted in accordance with the procedure established herein.
  - d. If the rights of the Command Officer who is under investigation as provided herein have been violated, the violation shall be subject to the grievance procedure.
  - e. Investigations by Internal Affairs involving Command Officers with regard to minor violations shall be completed within thirty (30) work days. An individual Command Officer and the Command Officers' Association shall be notified of the status (minor/major), of any complaint prior to said Command Officer being required to respond to said complaint either in written or oral form. For the purposes of the notification to the Command Officers'



## 2109.44 Shift Selection

1) The Department shall maintain a permanent non-rotating shift schedule for all Command Officers. Shift selection shall be determined by seniority in rank among Sergeants and Lieutenants assigned to the affected Bureau or Section. In addition to changes for training as per past practice, the Department may change a Command Officer's permanent shift three shifts per year without paying a premium provided the change has been posted in accordance with Section 2109.43 "Work Schedules" and not more than one change is made per month. Additional changes shall be paid at the time and one half the regular rate for the hours changed. Captains, all Command Officers in Vice and Metro Drug Task Force may not select their permanent shifts.

2) The selection process shall be completed no later than November 15th of each year. The shift and district station selection process shall not be initiated prior to the announcement of each District Station Commander for the upcoming year. Lieutenants will then select their shift, district station, and/or preference for the relief position. Following that announcement the sergeants shall complete the shift and district station selection process. The assignments shall take effect no later than January 1st of each year. The T.P.C.O.A. shall make every effort to assist in the shift selection process.

3) When a vacancy occurs after the completion of the shift selection process ~~but before September 1st and the Command Officers' Association has not been notified in advance of any status change of the vacancy,~~ such vacancy shall be filled within thirty (30) days. The intent of this section is to provide an opportunity for a Command Officer to obtain a more desirable shift when a vacancy occurs ~~prior to September 1st~~ in a Section utilizing the shift selection process. ~~In the event that there is no promotional list available when the vacancy occurs during the first nine (9) months, then the vacancy shall be filled through the bidding process not later than September 1st.~~

4) Permanent shift selection rights will not be applicable to newly promoted Sergeants in the Field Operations Bureau until they have ~~three (3)~~ <sup>one</sup> (1) complete years in grade. Command Officers in the Investigative Services Bureau shall not have shift selection rights until they have completed ~~three (3)~~ <sup>one</sup> (1) years supervisory experience in the Investigative Services Bureau, including supervisory experience in the Vice-Metro Section. For the purpose of this section of the agreement, time in grade and investigative supervisory experience shall be completed by December 31st of the year preceding the actual assignment.

5) Where the Chief eliminates a shift of position(s), affected Command personnel may be reassigned to Field Operations where their seniority would have placed them at the beginning of the year.

6) It should be understood that due to the number of retirements and promotions, it will be necessary to transfer and reassign some Command personnel; however, these changes in assignment will not be used to change the shift hours of those Command Officers who selected their shift hours by seniority.



**2109.40 Maternity Leave Parental Leave**

A female Command Officer will be eligible for maternity leave for that period of time that she is physically incapable of performing her regular work related duties. The Command Officer will be required to document her physical ability in a Statement of Attending Physician forwarded to the City within seven (7) calendar days after becoming aware of the fact that she is pregnant, but not later than ninety (90) days after conception.

Application for such leave will be made on the approved form. The Command Officer in the event of extended disability resulting from pregnancy or childbirth shall be entitled to use her accumulated sick time bonus days and vacation days, and then may submit a request to the Director of Human Resources for extended sick benefits. The employee's prior work record with regard to her usage of sick days and her seniority will be taken into account in determining eligibility for such extension. In the event the requested extension is denied, then the employee may be placed on leave of absence as provided in Section 2109.41 (Sick or Injury Leave).

The Command Officer may request additional release time prior and/or subsequent to the above stated period of disability. Such request shall be made as provided elsewhere in this Agreement.

**Eligible Command Officers may utilize paid parental leave as provided by City Of Toledo AP policy #68- Parental Leave.**

On Behalf of TPCOA:

*Rick Paul*

*E.H. J*

*Jeff. J*

*K. Now*

\_\_\_\_\_

On Behalf of the City of Toledo:

*George Kral 7/11/25*

*Kayla D. Maso*

*Michael C. J. ...*

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**2109.95 Termination**

This Chapter of the code, which became effective ~~TBD on November 23, 2021,~~ shall be effective as of the first day of ~~January 1, 2021~~ **April 1, 2024** and shall remain in full force and effect until December 31, 2024 **2026**.

This Chapter of the Code shall remain in full force and be effective during the period of any negotiations to arrive at a renewal agreement.

**On Behalf of TPCOA:**

\_\_\_\_\_  
*Dina Ruck*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*apps*  
*K. Nason*  
\_\_\_\_\_

**On Behalf of the City of Toledo:**

\_\_\_\_\_  
*Mary Kuel 7/11/25*  
\_\_\_\_\_  
*Kayla D. Frasco*  
\_\_\_\_\_  
*Michael C. Gault*  
\_\_\_\_\_

**T.P.C.O.A. Proposal**

**2109.80 Termination and Severance Pay**

Command Officers 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 Command Officer terminated employment. The computation of the vacation earned in the year in which the Command Officer terminated shall be in accordance with the following table:

- Entitled to 2 weeks - 1.000 x the number of months worked.
- Entitled to 3 weeks - 1.417 x the number of months worked.
- Entitled to 4 weeks - 1.834 x the number of months worked.
- Entitled to 5 weeks - 2.250 x the number of months worked.
- Entitled to 6 weeks - 2.667 x the number of months worked.

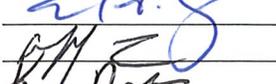
(b) In addition to the above, the Command Officer shall be paid for any holidays worked for which he has not been compensated either in the form of pay or time off. If the Command Officer was entitled to discretionary holidays and has not taken them and he terminates on or before June 30, he shall receive pay for one **and a half (+1.5)** discretionary holiday. If the Command Officer terminates after June 30, he shall receive pay for ~~two (2)~~ **Three (3)** discretionary holidays.

(c) Command Officers who retire or die 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 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.

(d) A Command Officer who dies as the direct result of injuries sustained in the course of his employment with the City, or who is totally and permanently disabled as a result of injuries received under unusual circumstances which may arise in the performance of his law enforcement duties, shall receive payment for his full accumulation of sick pay at the time of this death or retirement.

An employee shall be entitled to the pay-outs herein no later than ninety (90) days after said employee terminates employment with the City.

**On Behalf of TPCOA:  
Toledo:**

  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**On Behalf of the City of**

  
\_\_\_\_\_  
  
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**MEMORANDUM OF UNDERSTANDING**

**Grievance Settlement**

This Memorandum of Understanding ("MOU") is made and entered into by and between the **TPCOA ("Union")** and the **City of Toledo ("City")**. This MOU reflects the Parties' agreement to settle numerous grievances and an unfair labor practice.

1. The Parties hereby agree that the following grievances will be considered settled. Anonymous Complaint, AWOL, Covid Pay, All Healthcare Cost Containment Committee grievances, all drug testing grievances, missed third step meeting grievances and an Unfair Labor Practice which was filed in May of 2025. As settlement, all TPCOA members will receive twenty-four (24) hours of compensatory time added to their time bank. This settlement is non-precedent setting and in no way alters, changes, modifies, or abrogates the terms and conditions of the current collective bargaining agreement.

**On Behalf of TPCOA:**

  
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**On Behalf of the City of Toledo:**

  
\_\_\_\_\_

\_\_\_\_\_

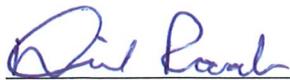
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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into on May 27, 2025, by and between the **Toledo Police Command Officers’ Association** (“Union”) and the **City of Toledo** (“City”). The parties to this MOU shall collectively be referred to as the “Parties.”

1. The Parties previously entered into Mutually Agreed Upon Dispute Resolution Procedures (collectively “MAD”), the terms which are expressly incorporated herein.
2. Pursuant to the MAD, the Parties have already agreed to waive any and all restrictions whatsoever on retroactivity, including but not limited to those outlined in ORC 4117.14, regarding all increases in wages, compensation, and any and all other matters with financial and economic implications, such that the clear agreement and intention of the Parties is for all such increases and economic benefits for the Union shall be paid retroactive to April 1, 2024, whether pursuant to a negotiated successor agreement, Fact-Finder’s recommendations, and/or Conciliator’s award.
3. The Parties agree that the quarterly issuance of “bonus payments and/or accumulated compensatory time off” as set forth in Section 2109.84 of the collective bargaining agreement is calculated based on an employee’s wage rate at the time of payment. The Parties acknowledge and agree that all subsequent increases in wage rates (whether pursuant to a negotiated successor agreement, Fact-Finder’s recommendations, and/or Conciliator’s award) shall be paid retroactively to April 1, 2024, and applied to any quarterly payments made pursuant Section 2109.84. This includes, but is not limited to, any payments made to Union members prior to a successor agreement to the current CBA.
4. The Parties agree that any Union member who retired after April 1, 2024, but before ratification of a successor agreement shall be entitled to retroactive backpay and any other financial and economic benefits through their date of retirement.
5. The Union agrees not to submit any charge(s) alleging Unfair Labor Practice concerning the subject of this MOU against the City.
6. This MOU is non-precedent setting and in no way alters, changes, modifies, or abrogates the terms and conditions of the Collective Bargaining Agreement between the Union and the City of Toledo.

**On Behalf of the Union:**

  
\_\_\_\_\_  
TPCOA

**On Behalf of the City of Toledo:**

  
\_\_\_\_\_

**Date:** 5-27-25

**Date:** 05/27/2025

## 2109.96 Recall Procedure for Command Officers

Except for: recall overtime that is the result of the Command Officer being required to appear in court for Court Time; recall overtime that arises on the shift shall be distributed as evenly as is reasonably possible among the Command Officers.

When it is necessary to require a Command Officer to work Field Operations overtime at Central District or Scott Park District, the following procedure shall be utilized:

### A. Voluntary Recall

1. Field Operations Central District or Scott Park District voluntary recall will be filled by utilizing the ISE System-generated text and e-mail capability. Utilizing this program there is no requirement for Command Officers to provide dates they are willing and able to work. Nor will they be required to opt out of the voluntary recall pool. They will automatically be made aware of the time and date recall is available and they may respond or not of their own volition.
2. Filling manpower requirements through recall will begin with an ISE system-generated message. The recipients of the ISE message shall include Field Operations Command Officers as well as Command Officers in other Bureaus, Sections, or Units who are on a pre-established list, the Command Officers shall have a complete uniform, are fit for duty, and whose regular assignment will not interfere with the overtime assignment. The pre-established list shall be ordered by seniority first and then equalization of overtime to follow. In all voluntary recall instances Field Operation Command Officers shall be granted the recall assignment before any Command Officer on the pre-established list.
3. Watch Commanders will give Command Officers, adequate time to respond to the request to work; in the event recall on a shift is for 2 or more days in advance Command Officers will have 12 hours to respond. If recall is on a shift for the next working day they shall have 30 minutes before the end of the Watch Commander's shift to respond. Watch Commanders shall notify the Command Officer selected for the recall assignment within five minutes of the response deadline.

### B. Involuntary Recall

1. Involuntary Recall only applies to Field Operation Command Officers.
2. If the steps in Section A do not generate the required number of volunteers then Watch Commanders must resort to involuntary recall by reverse seniority of the affected rank on the affected shift regardless of District Station Assignment. Personal notice shall be given by the Watch Commander either face-to-face or by verbal confirmation via phone contact

when a Command Officer is involuntarily recalled. An ISE system-generated message shall not be utilized. It should be noted for safety purposes no Command Officer will be allowed to work more than 16 hours in a 24-hour period unless there are exigent circumstances.

3. When a Command Officer is recalled involuntarily any hours worked shall be compensated at the rate of double time of the Command Officer's regular rate of pay.

**C. Emergency Recall**

1. Emergency recall is defined as recall where the individual Watch Commander has no previous knowledge of a recall requirement. Affirmative responses to this type of recall are required very quickly. The following is the procedure to be utilized in this case.
2. An ISE system generated message will go out immediately to the affected rank. They will need to respond within (15) fifteen minutes if they have the desire to work the recall.
3. The recipients of the ISE message shall include Field Operations Command Officers as well as Command Officers in other Bureaus, Sections, or Units who are on a pre-established list, the Command Officers shall have a complete uniform, are fit for duty, and whose regular assignment will not interfere with the overtime assignment. The pre-established list shall be ordered by seniority first and then equalization of overtime to follow. In all emergency recall instances Field Operation Command Officers shall be granted the recall assignment before any Command Officer on the pre-established list.
4. Watch commanders shall notify the Command Officer selected for the recall assignment within five minutes of the response deadline.
5. If this procedure does not generate the required number of volunteers, then Watch Commanders must resort to the involuntary recall procedures.

On Behalf of TPCOA:

\_\_\_\_\_ *Dan Rank 5-27-25*  
\_\_\_\_\_ *E.A. G*  
\_\_\_\_\_ *Cep*  
\_\_\_\_\_ *K.B. Nov*  
\_\_\_\_\_ *Delecaosun*

On Behalf of the City of Toledo:

\_\_\_\_\_ *Kayla D. Maso 05/27/2025*  
\_\_\_\_\_ *George Neal 5/27/25*  
\_\_\_\_\_ *Michael C. Jewell*  
\_\_\_\_\_  
\_\_\_\_\_

**2109.50 Holiday Overtime**

Employees who work on the (8) following six (6) major holidays shall be compensated twelve (12) hours at their regular straight time rate for having worked on those days. ~~The (8) major holidays for which such additional compensation shall be paid are: New Year's Day, Dr. Martin Luther King Jr. Day, Easter, Memorial Day, Juneteenth, Fourth of July, and Labor Day, ~~Thanksgiving Day, and Christmas Day.~~ Employees who work on the following three (3) major holidays shall be compensated sixteen (16) hours at their regular straight time rate for having worked on those days: New Year's Day, Thanksgiving Day, and Christmas Day.~~

TPCOA:

Bill Peck 5-27-25  
CAJ  
apps  
Kobler  
Rebecca Sharp

City of Toledo:

Kayla D. Masco  
George Kuel 5/27/25  
Michael C. Frensch

## 2109.52 Recall-Special Events

In situations involving a special event where substantial numbers of officers are required to work on an overtime basis, and the Police Department has knowledge or reasonably should have known about the event, with a minimum of (3) three weeks planning time available, the following Special Events Recall procedure will be utilized.

A request for volunteers will be distributed to the entire Department. Any officer, who has a complete uniform, is fit for duty, and whose regular assignment will not interfere with the overtime assignment, may volunteer to work. Bids will be published asking for volunteers with the Command Officers listing order of preference for the day and shift available. Preference will be assigned by seniority first and then equalization of overtime to follow.

In selecting officers to work this voluntary overtime assignment, seniority in rank will be used. First preference will be given to officers regularly assigned to either Central District Station Bureau or Scott Park District Station Bureau. If not enough officers have volunteered from these Bureaus, volunteers from other Bureaus will be used for the remainder of the positions.

If there are not enough officers to fill the required positions, the remaining positions will be filled by canceling days off of officers within the Central District Station Bureau or Scott Park District Station Bureau, on a reverse seniority basis, from among Command Officers whose regular assignment will not interfere with the overtime assignment.

Command Officers shall not be ordered to work recall on a day they have scheduled for vacation or compensatory time off. For the purpose of this provision, any regularly scheduled days off at the beginning or end of the Command Officer's vacation shall be considered as part of the vacation period.

The Command Officer would be eligible for voluntary recall if his shift hours do not conflict with the recall overtime hours.

Command Officers on a day off because of trades with self ~~or~~ or overtime day off would be eligible for recall only if there weren't enough volunteers within the Bureau. However, trade with self and overtime day off would be given recall before Command

Officers from other Bureaus. Command Officers who volunteer from other Bureaus will be used before forced recall. If there weren't enough volunteers from the affected Bureau, then reverse seniority recall would be used in that Bureau.

Every attempt will be made to equalize overtime on an event basis. Overtime worked during one special event will not be used in the equalization of overtime for other special events, or for the regular recall procedures. A special event may entail more than one (1) day. Events such as the three (3) day Labor Day weekend will be considered one event for the purpose of this procedure.

When there is a special event and Patrol Officers are ordered to work, Command Officers who have volunteered for the event shall be utilized. All Command Officers applying for an event will be bound by the conditions for the available positions.

TPCOA:

Dino Paul 5-27-25  
E.H.J.  
copy  
K-D Paul

Rebecca Smith

City of Toledo:

Kayla D. Haseo 05/27/2025  
George Paul 5/27/25  
Michael C. Joseph

## 2109.74 Career Enhancement Program

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

All Command Officers are eligible for the Career Enhancement Program. It shall be the responsibility of the individual Command Officer to complete the application form between November 1 and November 30 of each year to update his standing in the career enhancement program.

Any disputes involving the review of an individual Command Officer's standing in the Career Enhancement Program shall be evaluated by the Career Enhancement Program Evaluation Committee. The Career Enhancement Program Evaluation Committee shall be comprised of one individual selected by the Chief of Police, one individual selected by the Executive Board of the Association and the third member selected by the first two.

Application to the Career Enhancement Program shall be reviewed annually. Percentage increases shall be based upon a Command Officer's achievements as of November 30 of each year.

Payment for each year of eligibility will occur in January of the following year in a lump sum payment by special check based upon the appropriate percentage of the base annual full rate effective in December of the prior year. Payments shall be made in January of each year. Command Officers who leave the City in good standing during the year shall receive upon application a pro rated payment as part of their severance pay.

### College and/or Degrees

Associate Degree (TPCOA members who achieve Junior status will be given credit for an Associate Degree)	<del>1%</del> <u>1.5%</u>
Bachelor Degree	<del>1.5%</del> <u>3%</u>
Advanced Degree	<del>2%</del> <u>4%</u>

### Specialty Assignments

ISB Command Officers	2%
ISB Senior Command Officers (15 years seniority)	3%
Senior Special Operations Bureau Command Officers (15 years seniority)	4%

Special Operations Bureau Command Officers	2%
Intelligence and Special Investigation Bureau Command Officers (15 years seniority)	4%
Intelligence and Special Investigation Bureau Command Officers	2%
Senior FOD Command Officers (15 years seniority)	2.5%
FOD Command Officers	2%
Bomb Squad Command Officers	4%
Senior Command Officers (15 years seniority)	2%
Canine Unit	2%
Senior Canine Unit	2.5%
Motorcycle Unit	4%

Command officers shall be limited to one specialty assignment or senior status category despite any overlap.

The combined assignment and education percentages shall be capped at five percent (5%).

**On Behalf of TPCOA:**

\_\_\_\_\_  
 [Signature] Rank 5-27-25  
 \_\_\_\_\_  
 [Signature]  
 \_\_\_\_\_  
 [Signature]  
 \_\_\_\_\_  
 [Signature]

**On Behalf of the City of Toledo:**

\_\_\_\_\_  
 [Signature] 05/27/2025  
 \_\_\_\_\_  
 [Signature]  
 \_\_\_\_\_  
 [Signature]  
 \_\_\_\_\_  
 \_\_\_\_\_

**2109.68 Paid Holidays**

All employees in the Department of Police shall be entitled to sixteen (~~15~~16) holidays per year. Each employee shall have the option of having up to fifteen (~~15~~16) days off scheduled during the year or of having a lesser number of days off and receive pay for the difference between the number of scheduled days off and the sixteen (~~15~~16) holidays to which he is entitled up to a maximum of fourteen (14) days for which he may be entitled to receive pay. In the event the employee elects to take days off, they are to be scheduled in a way as not to impair the operation of the shift or Bureau. If the employee has elected to work up to fourteen (14) of these extra days in lieu of days off, then he shall be compensated at his regular straight time rate for having worked on those days. He shall be paid a bonus of ten (10) hours for each of the extra days scheduled.

The employee who elects to take the bonus payment in lieu of the extra scheduled days off shall receive up one hundred forty (140) hours bonus pay to be distributed to him at the time he takes his regular vacation. The hours shall be payable at the rate of pay the employee earns for his vacation period.

TPCOA:

Rich Park 5-27-25  
[Signature]  
[Signature]  
[Signature]  
Rebecca [Signature]

City of Toledo:

Kayla R. Inasco 05/27/2025  
[Signature] 5/27/25  
Michael C. [Signature]  
\_\_\_\_\_

**2109.76 Educational Reimbursement**

(a) The City shall reimburse tuition costs for job-related or degree required courses taken at an educationally accredited college or university by full-time permanent employees. Such course work must be approved as job-related prior to enrolling by submitting a description of the course to the office of the Chief of Police. In the event there is a dispute, the Academic Review Committee shall determine the status of the job-related course. The academic review committee shall consist of one member selected by the Chief of Police, one member selected by the Association, and the third member selected by the first two.

(b) The City shall reimburse one hundred (100%) percent of the cost of tuition, ~~and~~ general fees, **distance learning fees, miscellaneous service fees, major/concentration and/or program fees, and lab fees** for a total of twelve (12) credit hours per quarter or ~~nine (9)~~ **fifteen (15)** per semester, regardless of the number of courses comprising these totals, **but not to exceed forty (40) credit hours in a calendar year. Reimbursement shall be limited to tuition levels charged by the University of Toledo for academic coursework.** These costs will be reimbursed upon the documented presentation of a "C" or 2.0 grade or better.

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

(d) Any employee participating in the tuition reimbursement program who resigns, ~~retires (except for disability or death),~~ or is terminated for cause from the City's employment must repay the tuition reimbursement paid by the City for all courses taken less than five (5) years prior to the date of termination. **Reimbursement shall be on a prorated basis depending on the continuous years of employee service following completion of the coursework, and shall be reduced by 20% for every year worked.** If necessary, this amount will be deducted from the employee's termination pay or his/her final paycheck. **The City reserves the right to use all legal means available to recover the tuition costs under this paragraph.**

**Employees who retire pursuant to a normal service retirement with the Ohio Police and Fire Pension Fund are not subject to the five (5) year repayment requirement.**

For the Union:

D. J. Peahr 5-27-25  
[Signature]  
[Signature]  
[Signature]  
[Signature]

For the City of Toledo:

Kayla D. Maso 05/27/2025  
George Paul 5/27/25  
Michael C. French  
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Date: May 27, ~~200~~<sup>2025</sup>

Date: May 27, 2025