

TA 8/31/18 ASM

Tentative Agreement  
August 31, 2018

**2109.12 Association Business**

Beginning January 1, 1992, the President of the Association shall be released from regular duty full time and be assigned to an administrative schedule to investigate and process grievances and conduct other necessary work related business during working hours. Also the Financial Secretary of the Association will be granted one day union release time each month to complete the Association's financial related business. ~~This day will be the third Tuesday of each month, unless the Financial Secretary obtains advance approval from his or her supervisor to use another day.~~ When representatives who are working hours other than the day shift, are needed occasionally to conduct Association business on the day shift, the office of the Chief will make a reasonable effort to effectuate scheduling changes to accommodate these needs. The representatives shall notify their immediate supervisors that they are leaving their jobs to handle a problem and shall report when returning to work.

In the event that the President of the Command Officers' Association is absent five (5) or more work days, the Chief of Police shall assign the Vice-President of the Command Officers' Association to full release on the administrative schedule, until the President of the Command Officers' Association returns to duty. The Command Officer replacing the President of the association on a permanent basis shall be given full time release thirty (30) calendar days prior to his/her departure to accommodate an efficient transition.

Four Five Command Officers, designated by and including the President of the Association, shall be released from regular duty full time for ~~sixty (60) work days~~ beginning sixty (60) ninety (90) calendar days before the expiration of the Agreement for the purpose of preparing and negotiation with the City to effect a new labor agreement. Additional release time may be granted upon agreement of both parties. All members of the employee bargaining team shall, upon completion of negotiations return to their regular duty assignments as assigned prior to negotiations, for a period of one year, unless a change in assignment is made by mutual agreement.

TPCOA	CITY OF TOLEDO
<i>D. Raach</i> 8/31/18	<i>Anthony Merwood</i> 8/31/18
<i>SO</i> 8/31/18	<i>Cheryl Hunt</i> 8/31/18
<i>Scott W. [unclear]</i> 8/31/18	<i>Michael C. [unclear]</i> 8/31/18
<i>Rellum</i> 8/31/18	<i>Karen Pore</i> 8/31/18
<i>Torge [unclear]</i> 8-31-18	<i>[unclear]</i> 8/31/18
<i>[unclear]</i> 8/31/18	

**EXHIBIT A**

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**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.

**(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.

**(4) 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.

(bc) Those Command officers who are assigned to the Property Management ~~Room,~~ Drug and Gang Reduction Team (DAGR) Gang Task Force, Vice Narcotics, Special Investigation Section, Tactical Operations Team ~~Special Weapons and Tactics, Metro Drug~~

Management Unit

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~~Task Force~~; Canine Unit, Bomb Squad, or Property Recovery ~~Forfeiture/Bulk Cash Task Force~~ may be tested once annually for drugs as defined herein.

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

(d) 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.

(e) 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.

(f) 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.

**(5) 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.

**(6) Breath Testing**

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

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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.

**(67) 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.

**(78) 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.

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Voluntary submission to a chemical dependence program can be a basis for consideration prior to imposition of a penalty.

**(8) 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.

**(9) 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.

**(10) 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 Room, Property Recovery Forfeiture/Bulk Cash Task Force, Bomb Squad and Vice-Metro shall be at the discretion of the Chief of Police. Employee reassignment during treatment shall be at the discretion of the Chief of Police 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 (2) years the records of treatment and positive drug and/or alcohol test results shall be retired to a closed medical record. The employee shall be given a fresh start with a clean administrative record, except that discipline records shall be retained as is provided for in Section 2109.22.

**(11) Right of Association Participation.**

At any time, the Association, upon request, will have the right to inspect and observe any aspect of the drug and/or alcohol testing program with the exception of individual test results.

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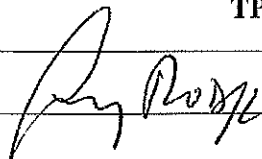
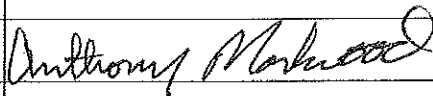
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The Association may inspect individual test results if the release of this information is authorized by the employee involved.

**(12) Association Held Harmless.**

This drug **and/or alcohol** testing program is initiated solely at the behest of the employer. The Police Department shall be solely liable for any legal obligations and costs arising out of an employee's claims based on constitutional rights regarding the application of this Section of the collective bargaining agreement related to drug **and/or alcohol** testing. The Association shall be held harmless for the violation of any employee's constitutional rights.

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

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**2109.30 Vacancies**

The minimum number of budgeted Command positions in the Police Department shall be 134, which shall be maintained at no less than that level, subject to the layoff procedure of section 2109.31 where a lack of work or funds would necessitate a reduction of this number through layoffs.

The distribution of the 134 positions shall be, at a minimum, as follows:

3 Deputy Chiefs *Pro Tem*

6 Captains

28 Lieutenants

And a number of Sergeants that maintain the minimum budgeted number of 134

The Secretary of Police shall be included in the bargaining unit, and shall be in addition to the above positions.

Any reductions in any rank to achieve the above distribution shall occur only after the expiration of the current promotional list for Sergeant and Lieutenant, and further shall occur only by attrition.

The City agrees that work currently performed by the Secretary of Police is work performed by a TPCOA member, and unless there is mutual agreement in future negotiations that work will continue to be performed by a TPCOA member.

All bargaining unit vacancies will be filled within ~~sixty (60)~~ **ninety (90)** days, provided there is a list available at the time the vacancy occurs. If no promotional list is available at the time the vacancy occurs, then the vacancy shall be filled within ninety (90) days.

Assignment of Command Officers within the Department will continue to be the responsibility of the Chief of Police who shall determine the number and levels of Command Officers needed in the various Bureaus.

TPCOA	CITY OF TOLEDO
<i>Keith Park</i> 8/31/18	<i>Anthony Markwood</i> 8/31/18
<i>[Signature]</i> 8/31/18	<i>Cheryl Hunt</i> 8/31/18
<i>Scott Wilks</i> 8/31/18	<i>Michael C. Juarez</i> 8/31/18
<i>Zach Wip</i> 8-31-18	<i>Karen Poore</i> 8/31/18
<i>[Signature]</i> 8/31/18	<i>[Signature]</i> 8/31/18
<i>[Signature]</i> 8/31/18	

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### 2109.45 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 2109.44 "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, and district station and or preference for the relief position, and following 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) The Chief of Police shall have first selection and placement of no more than ~~ten (10)~~ five (5) Sergeants positions in the Field Operations Bureau. These ~~ten (10)~~ five (5) positions will be placed other than the day shift. The Chief of Police will make his shift assignments in Field Operations from those Sergeants, exempt from the shift selection process with the least seniority.

5) Permanent shift selection rights will not be applicable to newly promoted Sergeants in the Field Operations Bureau until they have three (3) complete years in grade. Command Officers in the Investigative Services Bureau shall not have shift selection rights until they have completed three (3) 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.

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.



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7) Once shift selection is completed, sergeants and lieutenants assigned to field operations (excluding administrative positions, mounted patrol, and the traffic section) and who are not exempt from the shift selection process pursuant to subsections (4) and (5) in this section, will then be preliminarily placed by seniority at a district station or relief position according to the preferences they submitted. After this preliminary placement is completed, the Chief of Police or his designee retains the right, at his sole discretion, to change the district station assignment of not more than 15% of the total number of the aforementioned sergeants and lieutenants who have permanent shift selection rights, for purposes of balancing experience, abilities and other relevant factors (fractions greater than one-half will be rounded up). In determining the 15%, a change will only count if a command officer is given a lower preference than what his or her seniority would have entitled. (c.g. if a sergeant's seniority would have entitled him to his first or second choice, and he is placed at his third choice, this would count as 1. If a sergeant gets his third choice by virtue of seniority, and the Chief places him at his first or second choice, this would not count.

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8) In the event 10% of the departmental sworn personnel are laid off and it is necessary to transfer or reassign some Command personnel, the reassignment and transfers will be conducted by the bid process. The reassignments and transfers will last for the duration of the layoff, at the end of which time the Command Officers will return to their previous assignment.

9) In the event of a natural disaster or terrorist attack, the Chief of Police needs the flexibility to change the shift of an officer or officers in order to reasonably meet the needs of the Department and adequately respond to the natural disaster or terrorist attack. If the duration of the natural disaster or terrorist attack is in excess of 72 hours, the Chief shall have the right to change the shift of Command Officers to meet the Department's needs in responding to the natural disaster or terrorist attack. The changes may remain in effect for a maximum of 30 days, at which time, all Command Officers will return to the assignment they had prior to the natural disaster or terrorist attack.

Management retains the right, as recognized in Section 2109.30 Vacancies, to determine the number and levels of Command Officers needed at each District Station and on each shift.

For The T.P.C.O.A

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For The City of Toledo

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May 30<sup>th</sup>, 2018 *AM*

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

**2109.48 Work in Excess of Regular Workdays**

All work in excess of the regular eight (8) hours workday shall be compensated at the rate of time and one-half (1 ½) of the employee's regular rate of pay, except in cases where the employee is required to double back when changing shifts, in which case the employee may be required to report back on the same day and the employee shall be compensated at a rate of two (2) times his regular rate of pay for such doubling back. When an employee is required to report back at a time not contiguous to his regularly scheduled eight (8) hours workday, he shall be guaranteed a minimum of four (4) hours pay at the overtime rate.

The Chief or Deputy Chief in charge of the affected District Station, Division, Bureau, Section or Unit/Group shall determine when it is necessary to utilize Command Officers for on call purposes. Whenever possible, on-call assignments shall be made on the basis of equal rotation.

Command Officers who have been assigned "on-call" duties will be assigned a take home car. 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 Command Officer from being available for an "on-call" assignment, he or she shall immediately notify the ranking on-duty Command Officer where they are assigned.

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

Except for overtime that is the result of the Command Officer being required to appear in court for court time, overtime that arises on the districts that is of an emergency nature and overtime that arises as a result of a Command Officer being assigned to a particular case, all other overtime shall be distributed as evenly as is reasonably possible among the Command Officers in the appropriate Bureau, Section or unit. It is intended that overtime be equalized among the Command Officers' assigned Section or unit within the Police Department.

TPCOA

*Don Paul* 5-30-18  
*Tom Niles* 5-30-18  
*[Signature]* 5/30/18

City of Toledo

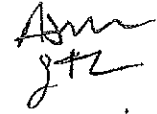
*Anthony Markwood* 5/30/18  
*George Kral* 5/30/18  
*Michael P. Joseph* 5/30/18

May 30<sup>th</sup>, 2018

Melinda 5/30/18  
SW 1000 5/24/18

Cheryl Hunt 5/30/18  
[Signature] 5/30/18

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**2109.53 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 the ~~Field Operations Bureau~~ assigned to either Central District Station Bureau or Scott Park District Station Bureau. If not enough officers have volunteered from the ~~Field Operations Bureau~~ 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 ~~Field Operations Bureau~~ 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 of 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.

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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	CITY OF TOLEDO
2/27/18	Anthony Markward 2/27/18
Paul Gandy 2/27/18	Michael C. Lee 2/27/18
<del>Daniel</del> 2-27-18	Cheryl Hunt 2/27/18
2/27/18	James A. Smith 2-27-18
James R. ... 2-27-18	George ... 2/27/18
... 2/27/18	2/27/18

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### 2109.54 Accumulation of Sick Days

Command Officers 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 without pay for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.

Beginning January 1, 2010, any TPCOA member that has accumulated twenty five (25) years of service credit may have up to thirty three percent (33%) of his/her accumulated sick pay, in excess of sixteen hundred (1,600) hours, converted to compensation time annually. Sick pay selected under this program will be deducted from the Command Officer's total hours available at the time requested. Employees who accept this benefit will not be entitled to paid extension of sick time, effective with acceptance of this pay.

Upon ratification, any TPCOA member that has twenty-one (21) years of service with the City of Toledo may have up to thirty three percent (33%) of his/her accumulated sick pay, in excess of sixteen hundred (1,600) hours, converted to compensation time annually. Sick pay selected under this program will be deducted from the Command Officer's total hours available at the time requested. Employees who accept this benefit will not be entitled to paid extension of sick time, effective with acceptance of this pay.

The Command Officer's accrued sick leave shall be reduced by the number of hours converted to cash.

Sick time transferred from other political subdivisions of the State of Ohio will be accepted in full, but shall not be applicable toward the year-end payoff. If transferred sick time is held to retirement or resignation, it may be counted together with sick time accrued after December 31, 1990 from the City of Toledo.

TPCOA	CITY OF TOLEDO
Din Reed 8/31/18	Anthony Markwood 8/31/18
Scott W. [Signature] 8/31/18	Cheryl Hunt 8/31/18
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[Signature] 8-31-18	[Signature] 8/31/18
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### 2109.64 Hospitalization-Prescriptive Drug-Dental Insurance

(A) General Provisions: The City shall continue to provide hospital, medical, surgical, major medical, outpatient diagnostic laboratory services, prescriptive drug, dental care, vision care and benefits under the terms and conditions set forth below:

(1) Coverage shall be provided to each employee, each employee's spouse, and all unmarried dependent members of the employee's family to age twenty-three (23) unless superseded by federal or state law. Spouses who are both employed by the City must jointly elect one coverage. A new election may occur after an open enrollment due to circumstances such as layoff, or other separation of one of the spouses, death or divorce. Where spouses who are both employed have dependents from prior marriages for whose hospitalization coverage they are responsible shall be exempt from this joint requirement.

Where the spouse of a City employee has health care coverage through a different employer, the spouse must enroll in his/her employer's plan. Dependents shall be covered as provided by the "Birthday Rule". Co-ordination of benefits shall be provided so that coverage is extended to the spouse and dependents that is not provided by the other employer's plan. In cases of demonstrated hardship due to excessive co-premiums (i.e. 40% co-premiums or premium payments equaling 30% or more of earnings) special consideration will occur.

(2) Coverage for this purpose shall be furnished through the insurance carrier(s) selected exclusively by the City on a fair fee or other basis until such time as some other insurer may be selected or the City determines that it would be in its best interest to insure these benefits. The Association shall receive advance notice of and the reasons for the change in carriers.

(3) Coverage shall be provided at the levels existing as of December 31, 1999 except as set forth herein.

(4) There shall be a monthly co-premium paid by each employee for hospitalization, prescriptive drug and dental insurance. Employees will pay the following monthly co-premiums:

	Single Coverage	Single + 1 Coverage	Family Coverage
Effective with the first full pay period of March 2012	\$48	\$80	\$92
Effective with the first full pay period of July 2013	\$71	\$120	\$129
Effective with the first full pay period of January 2014	\$94	\$160	\$166

The co-premiums will be made by payroll deduction on a pre-tax basis. Spouses who are both employed by the City of Toledo will only pay one co-premium payment based on the level of coverage selected. The "Birthday Rule" and the "Spousal Exclusion" language in Part A of this section continue to apply to coverage options.

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(B) The following health care cost containment procedures shall be effective for all employees enrolled under traditional coverage:

(1) Second surgical opinions, pre-admission notification or certification, emergency care limitations, concurrent review, post-admission concurrent review, outpatient surgery, continued treatment and technological review, medical case management, planned discharge and other procedures as may be established under the medical review programs established by the City shall be followed.

(2) Full time employees covered by another employer's health care program due to marriage or other reasons may waive their City of Toledo coverage and receive twenty five thousand dollars (\$25,000.00) in additional life insurance coverage. This shall also be extended to those employees whose spouses are also employed by the City.

(3) Coverage for nervous and mental treatment is limited as follows: inpatient care shall be maintained at a maximum of thirty one (31) days per calendar year. Outpatient coverage shall be expanded to a maximum of twenty-two visits per year at fifty percent (50%) co-insurance.

(4) Coverage for Drug and Alcoholism treatment is limited to a maximum of twenty five thousand dollars (\$25,000) lifetime benefits for all in-patient and out-patient care. In-patient care shall be maintained at a maximum of thirty one (31) days per calendar year. Out-patient coverage shall be expanded to a maximum of twenty-five hundred dollars (\$2,500.00) per calendar year at fifty percent (50%) co-insurance. Employees using drug and alcohol treatment programs must use the Police Department Employee Assistance Program when one is available. The Co-operative Health Network or other such agency selected by the City for managing health care must be used by employees to certify coverage for drug and alcohol treatment for themselves or their dependents.

Treatment of alcoholism and drug addiction. In addition to coverage for nervous/mental diseases or disorders, coverage for in-patient treatment of alcoholism and drug abuse is limited to thirty one (31) days per calendar year for each Covered Person following that Covered Person's admission to a Hospital.

Once a combined in-patient/out-patient maximum of twenty five thousand dollars (\$25,000.00) has been met for alcohol and drug abuse care, no further in-patient benefits will be available. Coverage is limited to a lifetime maximum of twenty five thousand dollars (\$25,000.00). Covered services for a Covered Person's first admission will be paid at one hundred percent (100%) of the provider's reasonable charge. A second admission will be paid at seventy five percent (75%) of the provider's reasonable charge. A third admission will be paid at fifty percent (50%) of the provider's reasonable charge. After three admissions per lifetime, no further inpatient benefits are available.



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(5) The panel of providers and or P.P.O. selected by the City for managing and providing nervous and mental, drug and alcohol treatment must be utilized. The City may request proposals toward a managed care plan for this purpose with an effective date of June 1, 2000 or thereafter. The selection shall be by mutual agreement. The schedule of benefits in effect as of December 31, 2000 shall be maintained, without additional co-pays or deductibles.

(C) The following cost sharing plan and cost coverage restrictions shall be effective for all employees enrolled under conventional coverage.

(1) There shall be a five hundred dollar (\$500.00) annual per person maximum on chiropractic care in 2003 which shall increase to a one thousand dollar maximum effective in 2005 and a thirteen hundred dollar (\$1,300.00) annual per person maximum on physical therapy, both subject to the major medical deductible (\$100.00/individual and two hundred dollar (\$200/family) and co-insurance 80%/20%).

(2) Major Medical benefits shall be paid to a lifetime maximum of one million dollars (\$1,000,000.00) per person with a one hundred dollars (\$100.00)/individual and two hundred dollar (\$200.00)/family deductible and 80%/20% co-payment; provided that coverage for nervous mental, drug and alcoholism is limited per paragraph (b); (3) and (4).

(3) There shall be a ~~sixty-five dollar (\$65.00)~~ **two hundred dollar (\$200.00)** co-pay for all emergency room visits, which shall be waived if the individual is admitted or if the visit is between the hours of 8:00p.m. and 9:00a.m. or on a Saturday after 12:00 noon, or a Sunday.

(D) All employees shall be enrolled in the Consortium Plan. Consortium Plan coverage and benefits shall be at the Traditional Plan levels as of December 31, 1993 except as otherwise provided herein. Consortium Plan Medical Providers shall be restricted to those hospitals, physicians and other care providers designated in the plan as developed by the City in co-operation with the Cost Containment Committee. It is understood that the City will now be utilizing the hospital, physicians and ancillary provider's panels through the Western Lake Erie Employers' Cooperative (WLBC)/Co-operative Health Network (CHN). There is a twenty percent (20%) out of panel penalty.

(E) The Cost Containment Committee shall be maintained from among the representatives of the various bargaining units, including the Toledo Police Command Officers' Association. The Committee shall develop other cost containment measures, which shall include: 1) enhanced managed care, such as pre-certification, concurrent review, and utilization review; 2) changes of coverage or benefits, such as increased deductibles, limitations on coverage and contributions from employees; 3) increased claims control, such as co-ordination of benefits, subrogation, workers' compensation deferral, patient audits and claim audits; 4) alternate delivery systems such as preferred provider negotiations; and 5) development of a participative employee plan by which employees will be encouraged to contain costs, audit bills, correct lifestyles, maintain wellness and undertake other cost saving measures. The Cost Containment Committee shall meet regularly on at least a monthly basis and attendance shall be required. The Cost Containment Committee shall develop annual goals, objectives and timetables directly aimed at reducing health care costs. Subcommittees may be formed as

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deemed necessary by the co-chairpersons to study issues, develop reasonable solutions and report back to the committee. Goals and objectives not met within the established time frames shall be critically reviewed by the Cost Containment Committee. No changes in benefits during the term of the contract as they affect TPCOA shall be permitted unless the TPCOA representative on the Cost Containment Committee is authorized to do so by the TPCOA through its president. In the event any change in benefits is required by either federal or state law, the TPCOA and City shall negotiate the replacement language. If no agreement is reached, the matter shall be subject to interest arbitration. The parties shall use a panel of seven arbitrators with experience in interest arbitration.

(F) The Association releases the City from any obligation to add or to expend moneys currently in the Healthcare Savings Fund created pursuant to former paragraph (f) of this section on future cost increases or for wellness programming. The Association further releases the City from any obligation to consult with the Cost Containment Committee relative to the transfer or expenditure of those funds. Annual reports from third party administrators of the City's health benefits, including any such reports showing costs and cost reductions, shall be shared with the Cost Containment Committee.

(G) Coverage for well baby care, pap tests, and office visits shall be offered to all employees enrolled under the Co-operative Health Network coverage.

(i) Well baby care is limited to routine examinations and immunizations for an infant until the infant's first birthday.

(ii) Pap tests as well as office fees will be paid in full once every twelve months.

(iii) Office visits for routine services rendered in the physician's office including physical examinations and family planning shall be subject to a ten dollar (\$10.00) co-payment, which shall be counted toward the individual's major medical deductible.

Fees that the physician charges for the services under paragraphs (1), (2) and (3) shall be paid on the same basis as other covered services (e.g. usual, customary and reasonable); payments for services under part (G) (1) and (3) of 100% will be made for the first three hundred dollars (\$300.00) per single contract or six hundred dollars (\$600.00) per family per calendar year collectively for well baby care (after the federally specified limits have been met) and for office visits. The ten dollar (\$10.00) office visit co-pay shall not be counted toward the \$300/\$600 limits. After deductibles are reached, payment shall then be under the major medical plan: provided however, that the bill shall be reduced by the ten dollar (\$10.00) office visit co-pay before the 80%/20% co-payment formula is applied.

(H) The City shall provide a three-tier closed formulary prescriptive drug purchase program with a co-payment structure of a six dollar (\$6.00) co-payment for tier 1 drugs (Generics); a fifteen dollar (\$15.00) co-payment for tier 2 drugs (preferred brand name drugs); and a thirty dollar (\$30.00) co-payment for tier 3 (non-preferred brand name drugs). This program will include a generic drug substitution option. The city shall select the provider for the

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formulary drug program, who shall group drugs according to determinations made by the provider's therapeutic committee as it deems necessary.

The City may implement managed care for the prescriptive drug program. This would allow for an evaluation of the interaction of an individual's different prescriptions on a voluntary basis. Recommendations could then be made to the individual and his/her physician for more effective drug therapy.

(I) The City shall continue to provide a major dental plan which provides the following;

Type a Services: Preventative - 100%

Type B Services: Major and Minor Restorative - 80%

Deductible for Type B Services \$50.00 per person per year. Maximum payment of \$1000.00 \$1300.00 per person per year.

Type C Services: Orthodontia - 60%

Maximum lifetime benefit for Type C Services for any covered person \$1300.00, coverage limited to dependent children under age 19.

Such benefit shall continue in effect for the duration of this agreement. The City, however, may select an alternative carrier or become self insured as it deems necessary. The coverage to be provided to each employee shall be either an individual or family contract, as may be appropriate. The selection of the insurance carrier to provide the coverage herein is the exclusive right of the City.

(J) Vision care: Beginning in January, 2007 the City shall contribute fifteen dollars (\$15.00) per employee per month for vision care benefits to the Toledo Police Command Officers Association. Said amount shall be used by the Association to purchase whatever vision care benefits they will buy. The City shall have no responsibility relative to the administration of this Vision Care Plan.

(K) The City agrees that all conditions and terms relating to the hospitalization-prescriptive drug-dental insurance shall be maintained at not less than the highest minimum standards in effect as of the effective date of this agreement as found in 2109.97 Termination. It is further agreed that any terms or conditions agreed to that are in excess of those established herein shall not be reduced.

(L) Upon mutual agreement of the parties to this agreement, the parties agree to re-open this agreement for the limited purpose of negotiating the terms of this section 2109.64, Hospitalization-Prescriptive Drug-Dental Insurance. It is the parties' intent to meet as part of a multi-unit negotiation (AFSCME Local 7 Main Unit & Com-Ops, AFSCME Local 2058, TPCOA, TPPA Local 10, Teamsters Local 20, TFCA, AFSCME Local 3411, and UAW Local

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12) regarding the terms of hospitalization, prescription drug and dental insurance. Each unit would subsequently ratify any tentative agreement. If the parties to this agreement are unable to mutually agree on revisions, the existing language of section 2109.64 Hospitalization-Prescriptive Drug-Dental Insurance shall remain in effect for the term of this agreement.

TPCOA	CITY OF TOLEDO
<i>David Beach</i> 8/31/18	<i>Anthony Monico</i> 8/31/18
<i>Scott Wright</i> 8/31/18	<i>Cheryl Hunt</i> 8/31/18
<i>William</i> 8/31/18	<i>Michael Grande</i> 8/31/18
<i>James</i> 8-31-18	<i>Karen Pate</i> 8/31/18
<i>Ray Poy</i> 8/31/18	<i>[Signature]</i> 8/31/18
<i>[Signature]</i> 8/31/18	

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**2109.66 Safety Equipment and Welfare**

A. The City will provide a Command Officer purchase program plan whereby Command Officers will be able to purchase safety glasses, including prescriptive lenses, through a City program. The purchase program for the safety glasses shall make them available to the Command Officers at sixty (60%) per cent of the cost of the glasses to the City with the remaining forty (40%) per cent to be paid by the Command Officer. Each Command Officer shall receive, for the purchase of two pairs of safety shoes per year, which comply with uniform specifications, reimbursement of one hundred dollars (\$100) per pair. This reimbursement will be paid to each member once in the month of May and again in the month of October, separate check. A \$275 maintenance of physical fitness necessary for effective police work will also be paid to each Command Officer which will be paid by January 31 of each year.

The City will acknowledge the Association's recommendations as to what safety equipment will be appropriate for their members.

A payroll deduction system will be established under this program through the means of an automatic deduction from the Command Officer's paycheck, for purchase of safety shoes and safety glasses, including prescriptive lenses.

When it becomes necessary for a Command Officer to have the issued holster replaced, the Command Officer may have the option of receiving the standard Department holster or purchasing another holster from an outside source, which the Department approves. The employer will compensate the Command Officer for the cost of the Department holster and the Command Officer will pay the balance.

B. The Association shall have the right to have two (2) representatives on the Police Department Safety Committee. Any recommendations of the Safety Committee forwarded to the Administration and not approved and implemented by the City to the satisfaction of a majority of the Committee shall be subject to the grievance procedure, but not to arbitration.

TPCOA	CITY OF TOLEDO
Dimit Rand 8/31/18	Anthony Mahood 8/31/18
Scott W. [Signature] 8/31/18	Cheryl Hunt 8/31/18
[Signature] 8/31/18	Michael [Signature] 8/31/18
[Signature] 8-31-18	[Signature] 8/31/18
[Signature] 8/31/18	
[Signature] 8/31/18	

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**2109.68 Vacations**

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

**AMOUNT OF CONTINUOUS SERVICE  
DURING THE PREVIOUS YEAR  
THROUGH DECEMBER 31**

Less than 1 full calendar  
Year of service  
After 1 full calendar year of service  
After 7 full calendar years of service  
After 14 full calendar years of service  
After 21 full calendar years of service  
After 24 full calendar years of service

**VACATION**  
.916 days for each full  
month of service  
2 Weeks  
3 Weeks  
4 weeks  
5 Weeks  
6 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.

TPCOA	CITY OF TOLEDO
<i>Don Kovich</i> 8/31/18	<i>Anthony Markov</i> 8/31/18
<i>SOJ</i> 8/31/18	<i>Cheryl Hunt</i> 8/31/18
<i>Scott W...</i> 8/31/18	<i>Michael C. Jones</i> 8/31/18
<i>James ...</i> 8-31-18	<i>Karen Pope</i> 8/31/18

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<i>[Signature]</i> 8/31/18	<i>[Signature]</i> - 8/31/18
<i>[Signature]</i> 8/31/18	

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### City of Toledo Proposal

#### 2109.75 Wage Rates

A. The following chart sets forth the wage rates for the members of the Association for the year 2015. Wages for the years 2016 and 2017 will be increased in accordance with the wage spreads set forth in Section 2109.75(B) below:

	Hourly	Daily	Bi Weekly	Annual
<b><u>SERGEANT</u></b>				
<b>(25% Spread)</b>				
-Full Rate	35.500	284.00	2,840.00	73,840.00
-After 5 years	35.964	287.71	2,877.12	74,805.12
-After 10 years	36.424	291.39	2,913.92	75,761.92
-After 15 years	36.880	295.04	2,950.40	76,710.40
-After 20 years	37.349	298.79	2,987.92	77,685.92
<b><u>LIEUTENANT</u></b>				
<b>(15% Spread)</b>				
-After 5 years	41.359	330.87	3,308.72	86,026.72
-After 10 years	41.888	335.10	3,351.04	87,127.04
-After 15 years	42.412	339.30	3,392.96	88,216.96
-After 20 years	42.951	343.61	3,436.08	89,338.08
<b><u>CAPTAIN</u></b>				
<b>(13% Spread)</b>				
-After 5 years	46.736	373.89	3,738.88	97,210.88
-After 10 years	47.333	378.66	3,786.64	98,452.64
-After 15 years	47.926	383.41	3,834.08	99,686.08
-After 20 years	48.535	388.28	3,882.80	100,952.80

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

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

Association rates effective the first full pay period of January 2018:



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*will review  
 calculations  
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	<u>Hourly</u>	<u>Daily</u>	<u>Bi-Weekly</u>	<u>Annual</u>
<b><u>Probationary Sergeant</u></b>				
<b><u>Full Rate</u></b>	35.113	280.900	2,809.000	73,034.008
<b><u>After 5 Years</u></b>	35.570	284.564	2,845.638	73,986.582
<b><u>After 10 Years</u></b>	36.026	288.208	2,882.080	74,934.088
<b><u>After 15 Years</u></b>	36.477	291.813	2,918.133	75,871.461
<b><u>After 20 Years</u></b>	36.941	295.526	2,955.258	76,836.702
<b><u>Sergeant</u></b>				
<b><u>Full Rate</u></b>	36.576	292.604	2,926.042	76,077.092
<b><u>After 5 Years</u></b>	37.053	296.421	2,964.206	77,069.356
<b><u>After 10 Years</u></b>	37.527	300.217	3,002.167	78,056.342
<b><u>After 15 Years</u></b>	37.997	303.972	3,039.722	79,032.772
<b><u>After 20 Years</u></b>	38.480	307.839	3,078.394	80,038.231
<b><u>Lieutenant</u></b>				
<b><u>After 5 Years</u></b>	42.610	340.884	3,408.837	88,629.759
<b><u>After 10 Years</u></b>	43.156	345.249	3,452.492	89,764.793
<b><u>After 15 Years</u></b>	43.696	349.568	3,495.680	90,887.688
<b><u>After 20 Years</u></b>	44.252	354.015	3,540.153	92,043.966
<b><u>Captain</u></b>				
<b><u>After 5 Years</u></b>	48.150	385.199	3,851.986	100,151.628
<b><u>After 10 Years</u></b>	48.766	390.132	3,901.316	101,434.216
<b><u>After 15 Years</u></b>	49.376	395.012	3,950.119	102,703.087
<b><u>After 20 Years</u></b>	50.005	400.037	4,000.372	104,009.681

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

Association rates effective the first full pay period of January 2019:

	<u>Hourly</u>	<u>Daily</u>	<u>Bi-Weekly</u>	<u>Annual</u>
<b><u>Probationary Sergeant</u></b>				
<b><u>Full Rate</u></b>	35.990	287.923	2,879.225	74,859.859
<b><u>After 5 Years</u></b>	36.460	291.678	2,916.779	75,836.246
<b><u>After 10 Years</u></b>	36.927	295.413	2,954.132	76,807.441

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<u>After 15 Years</u>	37.389	299.109	2,991.086	77,768.248
<u>After 20 Years</u>	37.864	302.914	3,029.139	78,757.619

**Sergeant**

<u>Full Rate</u>	37.490	299.919	2,999.193	77,979.019
<u>After 5 Years</u>	37.979	303.831	3,038.311	78,996.090
<u>After 10 Years</u>	38.465	307.722	3,077.221	80,007.751
<u>After 15 Years</u>	38.946	311.572	3,115.715	81,008.591
<u>After 20 Years</u>	39.442	315.535	3,155.353	82,039.187

**Lieutenant**

<u>After 5 Years</u>	43.676	349.406	3,494.058	90,845.503
<u>After 10 Years</u>	44.235	353.880	3,538.804	92,008.913
<u>After 15 Years</u>	44.788	358.307	3,583.072	93,159.880
<u>After 20 Years</u>	45.358	362.866	3,628.656	94,345.065

**Captain**

<u>After 5 Years</u>	49.354	394.829	3,948.285	102,655.419
<u>After 10 Years</u>	49.986	399.885	3,998.849	103,970.072
<u>After 15 Years</u>	50.611	404.887	4,048.872	105,270.664
<u>After 20 Years</u>	51.255	410.038	4,100.382	106,609.923

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%).

Association rates effective the first full pay period of January 2020:

	<u>Hourly</u>	<u>Daily</u>	<u>Bi-Weekly</u>	<u>Annual</u>
<b><u>Probationary Sergeant</u></b>				
<u>Full Rate</u>	37.070	296.560	2,965.602	77,105.654
<u>After 5 Years</u>	37.554	300.428	3,004.282	78,111.334
<u>After 10 Years</u>	38.034	304.276	3,042.756	79,111.664
<u>After 15 Years</u>	38.510	308.082	3,080.819	80,101.295
<u>After 20 Years</u>	39.000	312.001	3,120.013	81,120.348
<b><u>Sergeant</u></b>				
<u>Full Rate</u>	38.615	308.917	3,089.169	80,318.390
<u>After 5 Years</u>	39.118	312.946	3,129.460	81,365.973

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<u>After 10 Years</u>	39.619	316.954	3,169.538	82,407.983
<u>After 15 Years</u>	40.115	320.919	3,209.187	83,438.849
<u>After 20 Years</u>	40.625	325.001	3,250.014	84,500.362
<u>Lieutenant</u>				
<u>After 5 Years</u>	44.986	359.888	3,598.880	93,570.868
<u>After 10 Years</u>	45.562	364.497	3,644.968	94,769.181
<u>After 15 Years</u>	46.132	369.056	3,690.564	95,954.676
<u>After 20 Years</u>	46.719	373.752	3,737.516	97,175.417
<u>Captain</u>				
<u>After 5 Years</u>	50.834	406.673	4,066.734	105,735.081
<u>After 10 Years</u>	51.485	411.881	4,118.814	107,089.174
<u>After 15 Years</u>	52.129	417.034	4,170.338	108,428.784
<u>After 20 Years</u>	52.792	422.339	4,223.393	109,808.221

B. ~~The following wage spreads between the ranks will be maintained for the duration of this agreement.~~

<del>Patrol Officer</del> <del>Police Officer/Sergeant</del>	<del>25%</del>
<del>Sergeant/Lieutenant</del>	<del>15%</del>
<del>Lieutenant/Captain</del>	<del>13%</del>

For purposes of the pay schedule, newly promoted Sergeants who are on probation for the first six (6) months in 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.

C. For purposes of the attached wage rate charts, years of service for rates at each classification and the duration for the first step Sergeant's rate shall be determined as follows:

(1) Employees hired prior to July 1, 1972 shall be paid based on their years of service with the City as of that date.

(2) Employees hired prior to July 1, 1972 shall be paid based on their continuous service to the City of Toledo after that date. Any employee hired after July 1, 1972, shall not receive credit for any prior service to the City for the purpose of determining "years of service" pay to which the employee may be entitled.

D. 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

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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.

E. 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.

F. 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.

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 (Lieutenant), the Captain in charge of Field Operations, and the 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".

T.P.C.O. A

Quint Roach 8/31/18  
[Signature] 8/31/18  
Scott W. [Signature] 8/31/18  
[Signature] 8-31-18  
[Signature] 8/31/18  
[Signature] 8/31/18

City of Toledo

Anthony Markwood 8/31/18  
Cheryl Hunt 8/31/18  
Michael C. [Signature] 8/31/18  
[Signature] 8/31/18  
Raven Poon 8/31/18

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## T.P.C.O.A. Proposal

### 2109.76 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 ~~2016~~ 2019, January of ~~2017~~ 2020, and January of ~~2018~~ 2021. 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)	1%
Bachelor Degree	1.5%
Advanced Degree	2%

#### Specialty Assignments

ISB Senior Command Officers (15 years seniority)	<del>2%</del> 3%
<u>ISB Command Officers</u>	<u>2%</u>

8/31/18 *ASur*

August 31<sup>st</sup>, 2018

Senior Special Operations Section and <del>Special Investigations Section</del> Bureau Command Officers (15 years seniority)	4%
Special Operations Section and <del>Special Investigations Section</del> Bureau Command Officers	2%
Senior <del>FOB</del> FOD Command Officers (15 years seniority)	2.5%
FOB FOD Command Officers	2%
Bomb Squad Command Officers	4%
Senior Command Officers (15 years seniority)	2%
FOD Canine Unit	2%
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%).

T.P.C.O. A

*W. Powell* 8/31/18  
*[Signature]* 8/31/18  
*[Signature]* 8/31/18  
*[Signature]* 8-31-18  
*[Signature]* 8/31/18  
*[Signature]* 8/31/18

City of Toledo

*Anthony Markwood* 8/31/18  
*Cheryl Hunt* 8/31/18  
*Michelle C. Paul* 8/31/18  
*[Signature]* 8/31/18

TA 8/31/18 *Asm*

Tentative Agreement  
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**2109.77 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, for a total of twelve (12) credit hours per quarter or nine (9) per semester, regardless of the number of courses comprising these totals. 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 (non-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. If necessary, this amount will be deducted from the employee's termination pay or his/her final paycheck.

TPCOA	CITY OF TOLEDO
<i>Dir Patel</i> 8/31/18	<i>Anthony Markwood</i> 8/31/18
<i>See S</i> 8/31/18	<i>Cheryl Hunt</i> 8/31/18
<i>Scott White</i> 8/31/18	<i>Michelle C. Jacob</i> 8/31/18
<i>Travis King</i> 8-31-18	<i>Raven Poore</i> 8/31/18
<i>William</i> 8/31/18	<i>JP [Signature]</i> 8/31/18
<i>Henry King, 1st</i> 8/31/18	

TA 8/31/18 Am

Tentative Agreement  
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**2109.82 Shift Premium**

Effective at the beginning of this contract and thereafter, the City shall pay a shift premium to employees as provided herein:

A shift premium of fifty (50) cents per hour worked shall be paid to any 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 fifty (50) cents per hour worked shall also be paid to any employee who is scheduled to start work on or after 7:00 P.M. and before 3:00 A.M. Starting time within this period shall be known as the night shift.

Upon ratification, a shift premium of seventy-five (75) cents per hour worked shall be paid to any employee who is scheduled to start work on or after 11:00 A.M. and before 3:00 A.M.

TPCOA	CITY OF TOLEDO
<i>Rick Paul</i> 8/31/18	<i>Anthony Markwood</i> 8/31/18
<i>Scott Walker</i> 8/31/18	<i>Cheryl Hunt</i> 8/31/18
<i>William</i> 8/31/18	<i>Michael Powell</i> 8/31/18
<i>James</i> 8-31-18	<i>Mike</i> 8/31/18
<i>John</i> 8/31/18	
<i>SOB</i> 8/31/18	



TA 8/31/18 Am

Tentative Agreement  
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2109.XX Senior Command

Effective January 1, 2019, once a Command Officer achieves ten (10) years of continuous service with the Toledo Police Department, he/she will be designated as a Senior Command Officer. In addition, Command Officers achieving ten (10) continuous years of service thereafter shall receive the Senior Command Stipend upon their ten- (10) year anniversary date. The stipend shall be paid, as set forth below, every year thereafter.

Once a Command Officer achieves the Senior Command designation, he/she will receive a stipend of an amount equal to three percent (3%) of the annual base wage, payable in one lump sum payment by mid - February of each year. The amount paid will not be considered as a new classification or base wage rate. The three percent (3%) stipend is also independent of the consideration provided in Section 2109.76, "Career Enhancement Program."

TPCOA	CITY OF TOLEDO
Dimit Roud 8/31/18	Anthony Markwood 8/31/18
<del>Scott</del> 8/31/18	Cheryl Hunt 8/31/18
Scott Willy 8/31/18	Michael G. Jacob 8/31/18
William 8/31/18	Tom 8/31/18
James 8-31-18	Karen Pore 8/31/18
Jay R 8/31/18	