

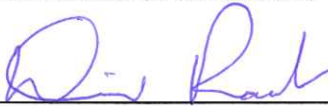
TENTATIVE AGREEMENT

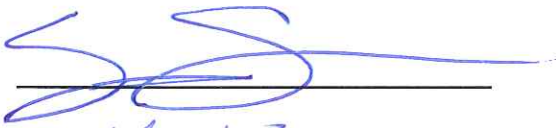
The parties to this Tentative Agreement are the City of Toledo (COT) and the Toledo Police Command Officers' Association (Union).

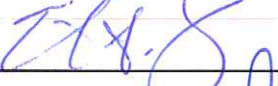
The parties agree as follows:


1. The Parties agree that a Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) lump sum payment will be provided to each bargaining member employed as of the execution date of this agreement. This lump sum is to be paid via a separate check on an off-pay week within sixty (60) days following the ratification of the Union and formal approval of the City.
2. This lump sum is being provided in exchange for new contractual language in 2109.44 "Shift Selection." The new contractual language allows the Department to eliminate a shift, if necessary, and affected Command personnel would be placed in Field Operations where their seniority would have placed them at the beginning of the year. This contractual language was proposed by the City and accepted by the Union.

On Behalf of the Union:

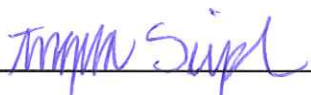








On Behalf of the City of Toledo:




TENTATIVE AGREEMENT


The parties to this Tentative Agreement are the City of Toledo (COT) and the Toledo Police Command Officers' Association (Union).


The parties agree as follows:

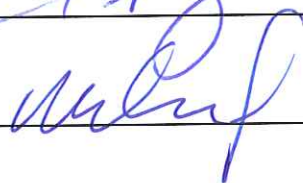
1. The City shall pay to each member of the bargaining unit, employed as of the date of Union ratification, as well as those bargaining unit employees who worked during the pandemic and retired from their employment with the City between January 1, 2021 and the date of Union ratification, a COVID premium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

On Behalf of the Union:

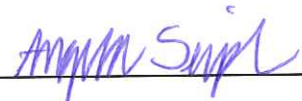








On Behalf of the City of Toledo:



T.P.C.O.A. Proposal

2109.12 Association Business

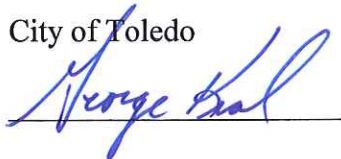
Beginning January 1, 1992, ~~the~~ The President of the Association shall be released from regular duty full time and be assigned to an administrative schedule to investigate and process grievances and conduct other necessary work related business during working hours. Also the Financial Secretary of the Association will be granted one day union release time each month to complete the Association's financial related business. 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 the President and Chief determine the nature of an investigation or other union business is sufficiently complex and requires additional assistance, the Chief of Police shall temporarily release a TPCOA board member, of the President's choosing, to assist with such business. The Chief shall not unreasonably withhold mutual consent and release of TPCOA board member.

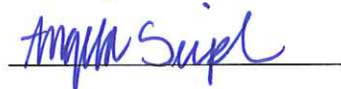
In the event that the President of the Command Officers' Association has (i) a planned absence or (ii) unexpected absence of multiple days is absent, ~~five (5) or more work days, the Chief of Police shall assign the Vice President of the Command Officers' Association to full release on the administrative schedule, until the President of the Command Officers' Association returns to duty.~~ the Chief of Police shall release a member of the TPCOA board to fill the vacancy as designated by the President. 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 Command Officers, designated by and including the President of the Association, shall be released from regular duty full time beginning sixty (60) 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.

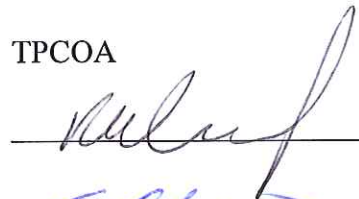
Signatures:

City of Toledo





TPCOA





10/4/2021

SS
Dinkal

T.P.C.O.A. Proposal

2109.14 Grievance Procedure

When differences or complaints arise between the City and the Association concerning the interpretation and application of this Title of the Code, such differences or complaints shall be processed as grievances under this Title of the Code.

First Step: Any grievances shall first be taken up by the Association with the appropriate Bureau Head or Section Commander, who will make every effort to adjust the problem and reach a settlement.

Grievances must be submitted by the Association to the first step of the grievance procedure within twenty (20) work days from the date that the Command Officer affected has knowledge of the grievance. The Bureau Head or Section Commander shall investigate the grievance and give his answer to the Association within ten (10) work days from the date on which the grievance was presented to him. The Association shall have the right, in cases which have an impact upon a class of Command Officers, other than through a particular aggrieved Command Officer, to initiate a grievance in the manner provided in the first step of this grievance procedure. In instances wherein the parties agree that the subject matter of the grievance lies outside the jurisdiction of any of the grievance respondents, the steps of the grievance procedure may be reduced in order to facilitate the grievance process.

Second Step: If the answer of the Bureau Head or Section Commander is unsatisfactory, the grievance may be advanced within ten (10) work days, in writing, by the Association to the Chief of Police for further review by the Chief or his designee. In no event shall the City attempt to settle any grievance directly with the Command Officer involved if no satisfactory settlement has been reached in the first step of the grievance procedure.

The Chief or his designee shall make every effort to resolve the matter to the satisfaction of all concerned. The Chief or his designee may afford the Association a hearing at which time the grievance can be fully discussed.

Third Step: If the Chief or his designee is unable to settle the grievance within ten (10) work days from the date on which the grievance is submitted to the Chief, the grievance may be advanced to the office of the Mayor within ten (10) workdays by the Association. The Association shall provide the Chief and Human Resources copies of the notice to advance the grievance to the office of the Mayor. The Mayor or his designee shall have fifteen (15) work days to attempt to resolve the grievance. The Mayor, or his designee, ~~may~~ **shall** afford the Association a **hearing meeting**, upon request by the Association, at which time the grievance can be fully discussed.

Fourth Step: If the Mayor or his designee is unable to settle the grievance within fifteen (15) work days after it was submitted to him, the Association shall have the right to submit the grievance to arbitration by giving the City written notification within thirty (30) work days. When a grievance is to be submitted to arbitration, both parties agree to ask the Federal Mediation and Conciliation Service to submit a list of seven (7) names of citizens who are available for service

as arbitrators. The City and the Association shall alternately strike one (1) name from the list. The side to strike the first name shall be chosen by a coin toss.

The person whose name has been chosen shall serve as the arbitrator. The arbitration shall be held as promptly as possible. The fees and expenses of the arbitrator shall be paid by the party against whom the arbitrator renders an adverse decision. In the event that more than one (1) issue is referred to the same hearing, the cost of the arbitration shall be divided proportionately, the loser bearing the proportionate share of the cost of the cases lost. All other expenses for witnesses or otherwise shall be borne by the party incurring the loss. However, any Command Officer called as a witness by either side will continue to receive his regular rate of pay while attending such hearing not to exceed the normal eight (8) hours he would have worked. Any Command Officer called as a witness during his off-duty hours shall be compensated at the authorized overtime rate.

Arbitration shall be limited to matters concerning the interpretation of the code or application of the provisions of this Title of the Code. However, by mutual agreement of the City and the Association, the grievance procedure set forth above may be used in other matters.

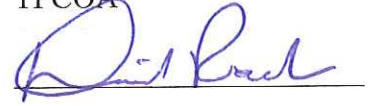
In the event that the City fails to answer a grievance within the time required or by the proper respondent listed at each step in this Title of the Code, or if the Association fails to appeal the answer given to the next step of the grievance procedure within the time allowed, then the grievance will be considered settled against the side which has defaulted. However, any of the time limits in the grievance procedure may be extended by mutual agreement. Grievances settled by default cannot be the basis of establishing precedent for the settlement of any other grievance.

Signatures:

City of Toledo



TPCOA









T.P.C.O.A. Proposal

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.

(c) 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.

(d) 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.

(e) 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.

(f) When a single 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.

(g) The department may divulge the fact that a particular command officer is under investigation but, may not release any additional information until the investigation is completed and the employee is either cleared or charged. Prompt notice must be provided to the Association when upon inquiry the department divulges the fact that an officer is under investigation.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) No polygraph examination or other stress evaluating examination will be administered to any Command Officer.

(m) 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.

(n) If the rights of the Command Officer who is under investigation as provided herein have been violated, the violation of procedure shall be subject to the grievance procedure, but shall not be subject to arbitration.

(o) 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' Association in this paragraph, notification shall be deemed complete by the placing of a time-stamped memo in the Association mailbox at the Safety Building.

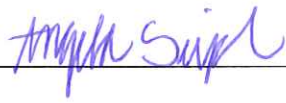
Major complaint investigations, other than criminal complaints involving felony violations, shall be completed within seventy (70) work days unless upon request to the Safety Director one (1) extension of time for twenty (20) workdays for such investigation to be completed is granted. The Association must be notified of the Safety Director's decision upon the granting of an extension request.

Criminal complaints involving felony investigations shall be investigated and completed in accordance with the statute of limitations set out in the Ohio Revised Code.

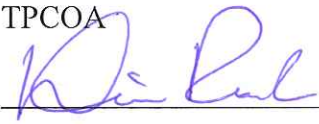
(p) All investigations and complaints that fall under the jurisdiction of multiple city entities (such as alleged violations of policies involving workplace violence, discrimination and harassment on legally-protected bases, sexual, harassment, or the Americans with Disabilities Act) shall be conducted with Internal Affairs as a single, concurrent investigation and in accordance with the Officers' Bill of Rights.


Signatures:

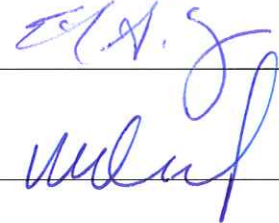
City of Toledo



TPCOA







2109.19 Suspension and Disciplinary Action

When departmental charges are to be filed against a Command Officer, the Chief of Police or the designated Deputy Chief Pro-Tem shall have the charges against the Command Officer reduced to writing with one copy of the charges to be served on the Command Officer and one copy to be served on the Association. Service to the Association shall be deemed to have occurred when the charges are "time stamped" and placed in the Association mail.

A hearing shall be held on a date and time mutually agreed upon not less than seven (7) work days after the charges have been served on the Command Officer. In the event that a hearing cannot be held because of the absence of the Command Officer for any reason, then it shall be held not less than seven (7) or more than fourteen (14) work days after the return of the Command Officer.

In the event that the City cannot locate the Command Officer for service of charges after reasonable efforts to do so, the Association agrees that this inability to serve the Command Officer shall not be a basis for dismissal of the charges.

The Command Officer shall have the right to be represented at such hearings by the Association and parties of his choice. Such representation shall be limited to two (2) designees, **and any attorney of record.**

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 Pro-Tem are eligible for consideration as the designee. **The hearing officer shall not be the complainant.** The Police Chief or his designee shall hear the evidence in support of the charges and the evidence in the defense of the charges and shall endeavor to ascertain the truth of the charges. The Internal Affairs Section shall present all evidence both favorable and unfavorable that has been gathered during its investigation. The Chief of Police shall take whatever disciplinary action is merited based on the evidence he has heard.

If the Chief has suspended a Command Officer, then he shall forthwith, in writing certify to the Director of Public Safety, the fact of such suspension. Within five (5) workdays from the receipt of such certification, the Director of Public Safety shall proceed to inquire into the cause of the suspension as provided in Section 143 of the Charter of Toledo. The Director of Public Safety may conduct a hearing on the suspension as provided in the Charter and the Command Officer shall be represented at such hearing.

When a Command Officer has been suspended the Association and the City may within ten (10) work days submit briefs of no more than four (4) double spaced pages on each charge to the Director of Public Safety for his review. When briefs are submitted, the Director of Public Safety shall render his decision within fifteen (15) workdays of certification of the suspension. Notification that briefs are to be submitted must be made within two (2) workdays after the certification of suspension. The Association will provide such notification to the Chief of police.

Coercion shall not be utilized to prevent an employee from appealing any decision rendered. The Director of Public Safety shall render judgment in the matter and take actions he deems suitable as provided in the Charter. The decision of the Safety Director with regard to suspension or dismissal of an employee may, at the request of the employee, be appealed to the Civil Service Commission as Provided in Section 144 of the Charter, or at the discretion of the Association, be submitted to final and binding arbitration.

In the event that the procedure as set forth in this Section is not followed, the charges against the Command Officer will be dismissed without prejudice.

Signatures:

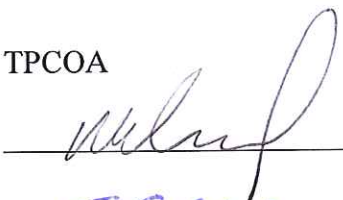
City of Toledo





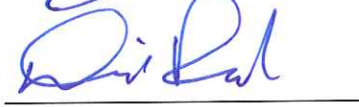
10/14/2021

TPCOA









2109.32 Posting Vacancies -Schools- / Training Opportunities

When a vacancy or new assignment occurs, it shall be posted in all Bureaus to allow all Command Officers an opportunity to submit a request for assignment to the vacancy or position prior to the determination of the appointee. Resumes shall be kept on file by the Personnel Section and may be updated by Command Officers at any time. It shall be the responsibility of each Command Officer to update his resume. The resume that is on file in the Personnel Section will be utilized for all requests for assignment or training. Command Officers will not be required to submit a new resume with each new request for assignment or training.

~~Whenever possible, the~~ **The** Toledo Police Command Officers' Association shall be notified at least three (3) days in advance of any announcement, posting or listing for any opening, assignment or vacancy. In addition, said announcement for posting, listing, opening, assignment or vacancy will be read at roll calls for three (3) consecutive days and will remain posted for four (4) additional days. **After bids for vacancies are received, the results of these bids will establish an eligibility list which will run for a period not to exceed three (3) months from the day of posting.**

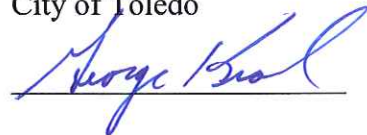
Seminars, training courses, programs and schools shall be posted in all Bureaus, and interested Command Officers will be considered for attendance. The Chief of Police may, however, limit the selection of attendees to a particular Command Officer or Command Officers because of their assignment, specialized needs or required qualifications or pre-qualifications.

If a Command Officer wishes to attend a posted seminar, training course, program or school on his own time, at his own expense, the Chief will authorize his attendance.

~~Whenever possible, the~~ **The** Toledo Police Command Officers' Association shall be notified at least three (3) days in advance of any seminar, training course, program or school that the Department plans to send a member of the Association.

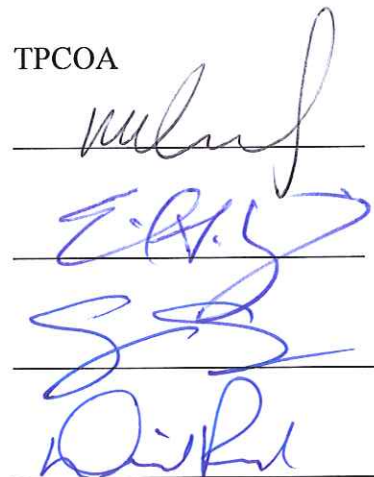
Signatures:

City of Toledo



10/14/2021

TPCOA



T.P.C.O.A. Proposal

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, and 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) The Chief of Police shall have first selection and placement of no more than five (5) Sergeants positions in the Field Operations Bureau. These 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)4) 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.~~

5) Where the Chief eliminates a shift or 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.

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. (e.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.

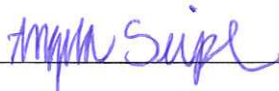
8) In the event 10% of the departmental sworn personnel are laid off and it is necessary to transfer or reassign some Command personnel, the reassignment and transfers will be conducted by the bid process. The reassignments and transfers will last for the duration of the layoff, at the end of which time 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 2109.29 Vacancies, to determine the number and levels of Command Officers needed at each District Station and on each shift.

Signatures:

City of Toledo



TPCOA





Elly
Wulf

2109.53 Accumulation of Sick Days

(A) 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.~~

(B) 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.

(C) 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.

(D) In an effort to improve attendance and reduce the amount of unscheduled time off, an eligible Command Officer, based on his/her sick time usage in the previous sick year, may annually convert a portion of his/her accumulated sick time into pay. For the purpose of this Section, the sick year is January 1 through December 31. Effective January 1, 2022, a regular full-time Command Officer with five (5) years of service with the City of Toledo may convert up to one-hundred (100) hours of accumulated sick time into pay annually, in accordance with the Sick Leave Conversion Table set forth below, provided the Command Officer has accumulated at least six hundred (600) total hours of sick time. In order to continue eligibility for the sick time conversion payout the Command Officer must maintain a balance of at least six hundred (600) hours of accumulated sick time. Eligibility for this sick time conversion payment will be determined by looking back to the Command Officer's sick time used and accumulated from January 1 through December 31 of the previous year.

Prior Sick Year Sick Time Usage Conversion

0 - 16 hours - 1.0 sick hour = 1.0 hour of pay

16.1 - 24 hours - 1.0 sick hour = 0.75 hour of pay

24.1 - 32 hours - 1.0 sick hour = 0.50 hour of pay

Above 32 hours - Not eligible for sick time conversion payout

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

1. Command Officers who elect to use sick time to cover FMLA approved leave, will have that FMLA sick time count towards the number of sick hours used.

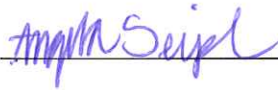
2. A Command Officer also eligible for a payout under 2109.53 (B) of this section, must elect to participate in either the payout under 2109.53 (B) or the payout in Section 2109.53 (D). A Command Officer is not permitted to participate in both Section 2109.53 (B) and 2109.53 (D) in the same year.

3. The maximum annual payout under 2109.53 (D) is one-hundred (100) sick time hours.

4. The maximum annual one-hundred (100) sick time hour payout cannot cause an employee to dip below six hundred (600) hours of accumulated sick time.

Signatures:

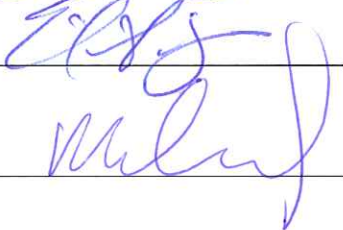
City of Toledo



TPCOA







T.P.C.O.A. Proposal

2109.56 Reporting Proof of Illness

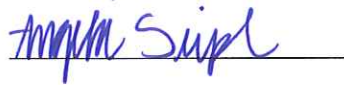
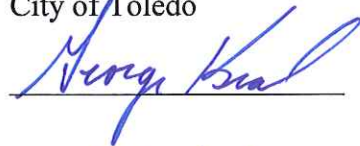
A. The employee, while absent on sick pay, must notify the Police Department under agreed practices.

B. When a TPCOA member is off sick for ~~four (4)~~ **five (5)** consecutive work days he/she shall immediately submit a "Statement of Attending Physician" on the form provided by the City substantiating the illness. If the employee remains off work past the time allowed on the initial Statement of Attending Physician, they shall submit additional Statements of Attending Physician as required by the City.

C. The City reserves the right to investigate the use of sick time. An employee found guilty of abusing pay benefits provisions thereto set forth or whose reasons for absence are falsified shall be subject to appropriate disciplinary action.

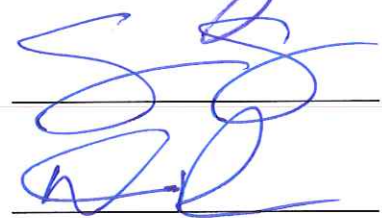
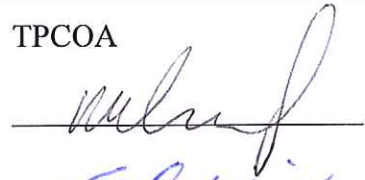
Signatures:

City of Toledo



10/4/2021

TPCOA



T.P.C.O.A. Proposal

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.

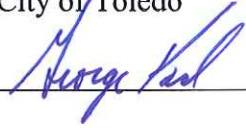
One (1) day of funeral pay shall be granted to attend the funeral **or memorial service** of the Command Officer's or the Officer's spouse's or Life Partner's foster mother, foster father, aunt, uncle, niece, nephew, sister-in-law and brother-in-law.

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.

Signatures:

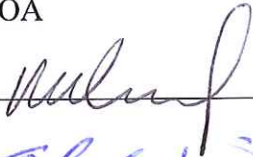
City of Toledo





10-4-2021

TPCOA









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 the first full pay period of January 2021, the rates which were effective in December 2020 shall be increased four percent (4%).

Association rates effective the first full pay period of 2021:

(insert wage chart)

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

Association rates effective the first full pay period of 2022:

(insert wage chart)

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

Association rates effective the first full pay period of 2023:

(insert wage chart)

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.

~~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.~~

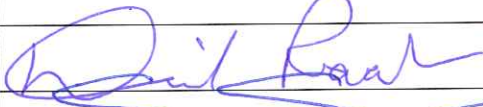
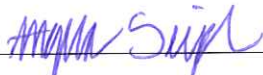

DC. After twenty-six full years from the date of appointment to the Department, Command Officers shall be paid an annual payment of two percent (2%) of the 1988 annual base of the

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.

ED. 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.

FE. 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".

TPCOA	CITY OF TOLEDO
	
	

T.P.C.O.A. Proposal

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. 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)	3%
ISB Command Officers	2%
Senior Special Operations Bureau Command Officers (15 years seniority)	4%
Special Operations Bureau Command Officers	2%
<u>Intelligence and Special Investigation Bureau Command Officers (15 years seniority)</u>	<u>4%</u>
<u>Intelligence and Special Investigation Bureau Command Officers</u>	<u>2%</u>
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%
FOD Canine Unit	2%
<u>Senior Canine Unit</u>	<u>2.5%</u>
Motorcycle Unit	4%

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

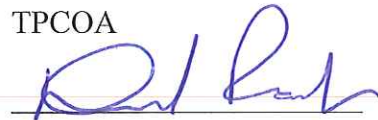
The combined assignment and education percentages shall be capped at five percent (5%).

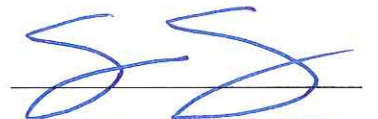
Signatures:

City of Toledo



TPCOA









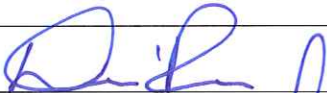
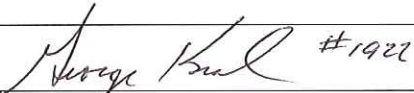


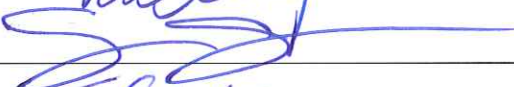
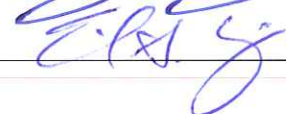
2109.89 Fatal Force/Mortal Wounding Critical Incidents

Anytime a Command Officer has to administer such force as to fall into the category of fatal force or is involved in a mortal wounding, the following provision shall apply:

Anytime a Command Officer is involved in a Critical Incident, ~~The~~ Command Officer shall receive the necessary time off to relieve the stress which has resulted from the critical incident, use of fatal force/mortal wounding. The duration of the time shall be at the discretion of the Chief of Police.

A Critical Incident is defined as: “any event which has emotional power to overwhelm a person’s common effective abilities to cope.”

The Command Officer shall continue to receive his normal rate of pay for these days and they shall not be charged against **his** sick time.


TPCOA	CITY OF TOLEDO
	
	
	
	


2109.95 Termination

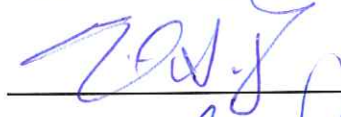
This Chapter of the code, which became effective on November X, 2021, shall be effective as of and became effective the first day of January 1, 2021 and shall remain in full force and effect until December 31, 2020 March 31, 2024.


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 the Union:










On Behalf of the City of Toledo:



TA 11/8/2021