

TA 11/5/18

CITY OF TOLEDO  
PROPOSAL  
November 5, 2018



**2113.04 DIRECT DEPOSIT PROGRAM**

The City agrees to deduct from the paychecks of employees giving written authorization, bi-weekly or monthly, any monies directed by the employee to the authorized financial institution. However, effective December 1, 2018, a newly promoted member must enroll, and remain, in the current direct deposit program for employee paychecks for the duration of their employment. All employees currently enrolled in the direct deposit program must remain in the program.

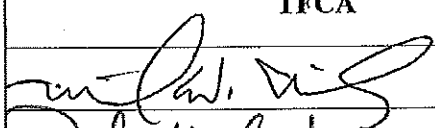
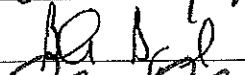

TFCA	CITY OF TOLEDO
 11/5/18	Anthony Markwood 11/5/18
Robert C. Krause 11/5/18	 11/5/18
200 M. Bertoni 11/5/18	 11/5/18
	Karen Pore 11/5/18

Exhibit A

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 CITY OF TOLEDO  
 PROPOSAL  
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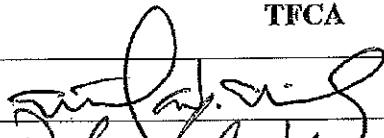
2113.05 UNION DUES

In recognition of the Toledo Fire Chiefs' Association services to the Bargaining Unit and to promote harmonious and stable relationships between the Bargaining Unit and the City, Chiefs upon promotion from IAFF Local 92 shall meet with a member of the Toledo Fire Chiefs' Association to discuss membership in the Toledo Fire Chiefs' Association and review the consent form for membership and dues deduction. If a Chief signs the consent form, a copy of the member's consent form will be immediately sent to the City of Toledo Division of Payroll.

The City will deduct any arrears in unpaid association dues, initiation fees, and equal assessments owed to the association, as well as current association dues, initiation fees, and equal assessments from the paychecks of employees ~~working in classifications included in the recognition clause herein who have signed the proper authorization card, authorizing such deductions from the paychecks of the employees~~ who are members of the Toledo Fire Chiefs' Association and have signed current consent forms. Such deduction shall be made from the first paycheck of the month for which current dues (payable in advance) and any initiation fees are due the association. The City further agrees to remit to the Secretary Treasurer of the Association, before the 15th day of that month, all association dues, initiation fees, and uniform assessments so deducted from the member paychecks of the ~~employees covered herein.~~

The City of Toledo Division of Payroll will accept cancellations of dues check offs forwarded by the Union and accompanied with a cover letter signed by the Union President or his/her designee. The cover letter will include the name of the member(s) that submitted a dues cancellation notice. Upon receiving the cover letter, the City will promptly process the request and stop the dues payroll deduction.

The City of Toledo Division of Payroll will also accept individual dues check off cancellations. Notice of cancellations under this provision will be immediately forwarded to the Union President or his/her designee. The City will not process the cancellation until the Union submits a cover letter as referenced herein. However, if the Union fails to submit the cover letter within ten (10) calendar days, the City will process the request and stop the dues payroll deduction.

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	Karen Poore 11/5/18

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### 2113.11 GRIEVANCE PROCEDURE

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

For the purpose of the section, days are defined as official office days, Monday - Friday, excluding weekends and holidays.

**FIRST STEP:** When an employee has a grievance, he shall notify the Grievance Representative of the Association within five (5) days of the occurrence or knowledge thereof. The grievance shall be in writing. The Grievance Representative shall, upon notification of an employee's grievance, along with the employee, discuss the grievance with each superior in rank, if possible, in the chain of command within five (5) days following notification of occurrence. Each superior in rank should attempt to settle the dispute with the Grievance Representative and the employee involved, following procedures as agreed to by TFCA and the Chief/Director. If the chain of command cannot be exhausted within seven (7) days after notification of the grievance, the Association shall have the right to proceed to the next step.

**SECOND STEP:** If at the end of twelve (12) days the dispute is not settled to the satisfaction of all parties concerned, the TFCA shall submit, in writing, the grievance to the Chief/Director of the Department. *Delivery of grievances and grievance answers shall be at department headquarters or by email to the Office of the Chief, to be followed up by an acknowledgement of receipt by either time stamp or reply email.* The Chief/Director shall attempt to settle or have settled by his designated representative the grievance within seven (7) days after the written submission to this office. If the answer of the Chief/Director or his designated representative is not satisfactory, then the employee and the TFCA shall have seven (7) days to decide if he wishes to appeal the grievance to the third step of this procedure.

**THIRD STEP:** If the dispute is not settled to the satisfaction of all concerned parties, the TFCA shall submit the grievance in writing to the Director of Public Safety and the Director of Human Resources who shall attempt to settle the dispute. The Directors shall give a written answer to the grievance within seven (7) days after the matter has been submitted. If the answer of the Directors is not satisfactory, the employee and the TFCA shall have thirty (30) days to appeal the grievance to the fourth step of this grievance procedure.

**FOURTH STEP:** If the answer of the Directors is not satisfactory, then the Executive Board (TFCA) and the employee will have 30 days as stated in the Third Step to call for a binding arbitration. The name of the arbitrator to be selected will be from a panel requested by the parties from the Federal Mediation and Conciliation Service. The City or the TFCA shall request a panel of seven (7) names from the FMCS. The parties shall select the arbitrator using the alternate strike off method.

Within seven (7) days of the receipt of said panel, the City and Association shall strike names.

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In the event more than one grievance is referred to the same hearing, the costs of the arbitration shall be divided proportionately. All other expenses for witnesses or otherwise shall be borne by the party incurring the cost. However, any on-duty Department of Fire & Rescue Operations member called as a witness or as a representative by either side will continue to receive his regular rate of pay while attending such hearing, not to exceed the normal hours he would have been on duty.

Arbitration shall be limited to matters concerning the interpretation or application of provisions as listed herein. The interpretation or implementation of the Department of Fire & Rescue Operations' Rule Book and/or Policies shall be subject to the grievance procedure through arbitration, provided however that the issuance of such new Rules are subject to the grievance procedure consistent with Section 2113.43. The arbitration costs shall be borne by the non-prevailing party. The arbitrator must state in his decision which of the parties is non-prevailing. The decision of the arbitrator will not amend or modify, but may clarify, the terms and conditions of this agreement.

Any of the above listed steps in the grievance procedure may be waived by mutual agreement. Time limits may also be extended or waived by written agreement.

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Robert C. Vance 11/5/18  
20m. Best 11/5/18

City  
Anthony Markwood 11/5/18  
R. Byrd 11/5/18  
J. M. [Signature] 11/5/18  
Karen Poore

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2113.21 VACANCIES

Non-promotional

Assignment of Chief Officers within the Department will continue to be the responsibility of the Chief/Director who shall determine the number and levels of command needed in the various bureaus. Line Battalion Chief vacancies will be put up for bid upon vacancy and filled seven (7) calendar days later and will be filled by seniority in grade only, with the following exception: Chief Officers transferring from staff back to line assignments will be able to return to their previous position. If their seniority qualifies them for a senior battalion position, they shall be able to displace the least senior of the three senior line chiefs. Transfers for the purpose of balancing the shift manpower shall be by reverse seniority. The Chief/ Director reserves the right to transfer any Chief for the good and order of the Department.

The Chief/Director of the Department shall give any member covered in this Agreement fourteen (14) days' notice prior to reassignment. The member may request, in writing, a meeting with the Chief/Director to discuss the new assignment.

ten (10) business

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Robert C. Kauris	11/5/18
202 m Bostedo	11/5/18

Anthony Malwood	11/5/18
BA Byrd	11/5/18
<i>[Signature]</i>	11/5/18
Karen Ptre	11/5/18

## 2113.22 PROMOTIONS

It is understood by both parties that the following promotional system supersedes state, municipal and Charter law.

- I. 1. This section provides for the appointment and retention of Deputy Chiefs selected by the Pro Tem process solely at the discretion of the Chief/Director. Deputy Chiefs selected by the Pro Tem process may be removed at any time for any reason and be returned to a Battalion Chief's position by the Chief/Director. The Deputy Chiefs selected by the Pro Tem process may return to the rank of Battalion Chief of their own volition. If a Deputy Chief, selected under this process, is reduced in rank by his own volition or the Chief/Director's discretion, a three workday "waiting" period is required before the change in rank can officially occur. During this time, two meetings will occur: (1) a confidential and private meeting will be held between the Deputy Chief and Chief/Director of the Department wherein the party desiring the change in rank of the Deputy Chief will inform the other of the reasons for that decision; (2) the Director of Public Safety will discuss the reason with the Chief/Director of the Department and the Deputy Chief for purposes of mediation only. The affected Deputy Chief may request the presence of a TFCA representative. This representative will be an observer only.

If a "Senior" Battalion Chief is selected for a Deputy Chief position (under this section) and returns to his/her Battalion Chief status, (s)he will be entitled to "bump" the least senior "Senior" Battalion Chief.

2. This section limits appointees to the position of Deputy Chiefs to those holding the rank of Battalion Chief in our department for two years.
3. This section excludes Deputy Chief appointments from Civil Service examination Procedures.
4. The City agrees to include in the Pro Tem selection process the following items:
- A. Notification of a vacancy in the bargaining unit Deputy Chief ranks. Notification shall be sent to each eligible member by certified mail to the address of record with the City. Notice shall be deemed to have occurred by records indicating the letter was mailed by the Department.
- B. A fifteen (15) day sign up period will be provided.
- C. An interview may be conducted by the Chief/Director of the Department as part of this process. If an interview is given by the Chief/Director of the Department, all eligible candidates will be interviewed.
5. This section provides for compensation and benefits for Deputy Chiefs in the Agreement between the City of Toledo and TFCA.

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II. The City shall have thirty (30) days to fill a Deputy and Battalion Chief vacancy. Back pay will be paid from the date the actual vacancy occurs.

~~III. Provisional Battalion Chiefs may be appointed solely at the discretion of the Chief/Director of the Department only during the 2015, 2016, AND 2017 timeframe and is non-precedent setting. This section limits Provisional Battalion Chief appointees to those holding the rank of captain in our department for two years from the time the vacancy occurs excluding the 30 day grace period. Provisional Battalion Chiefs shall be allowed two (2) years to complete the Toledo Fire Battalion Chiefs' Program. A minimum grade point of 2.0 is required for each class. Unsuccessful candidates will revert back to their former rank of captain.~~

~~This section provides for compensation and benefits for Provisional Battalion Chiefs in the Agreement between the City of Toledo and TFCA.~~

IV. III. This section excludes Battalion Chief appointments from Civil Service examination procedures.

1. Battalion Chiefs will be appointed solely at the discretion of the Chief/Director of the Department after successful completion of the Toledo Fire Battalion Chiefs' Program. A minimum grade point of 2.0 is required for each class. These courses will be fully reimbursed regardless of the number of credit hours with tuition reimbursement as specified in 2113.37.

2. Enrollment in or successful completion of the Executive Fire Officer Program will be acceptable in lieu of the Toledo Fire Battalion Chiefs' Program. It is the intent of the Fire Administration and the TFCA to encourage continued study toward the completion of a degree in Fire Administration.

3. An Academic Review Committee consisting of three chief officers will have final say on reciprocity or equivalencies of coursework previously completed and submitted for consideration in meeting requirements of paragraph 8 below. One member will be appointed by the fire chief, one member by the TFCA, and the third member will be jointly selected.

4. This section limits Battalion Chief appointees to those holding the rank of captain in our department for two years from the date the vacancy occurs excluding the 30 day grace period. Civil Service will establish a list of candidates who have successfully completed the required coursework. Selection for permanent status will come off of the established Civil Service list.

5. The City agrees to include in the Battalion Chief promotional process the following items:

A. Notification of a vacancy in the bargaining unit Battalion Chief ranks.



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Notification shall be sent to each eligible member by mail to the address of record with the City. Notice shall be deemed to have occurred by records indicating the letter was mailed by the Department.

- B. A fifteen (15) day sign up period will be provided.
- C. An interview may be conducted by the Chief/Director of the Department as part of this process. If an interview is given by the Chief/ Director of the Department, all eligible candidates will be interviewed.
- 6. There will be an 18 month probationary period, during which the Chief will be evaluated at least three times.
- 7. This section provides for compensation and benefits for Battalion Chief's in the agreement between the City of Toledo and the TFCA
- 8. The Toledo Fire Battalion Chiefs' program is comprised of coursework that consists of at least 15 credit hours from an accredited college or university, classes will focus on 5 areas of study which have been identified as beneficial to the position of Battalion Chief.
  - a. Composition, report writing, essay writing
  - b. Use of computers including keyboarding, use of spreadsheets, database management
  - c. Fire administration including budgeting, human relations, conflict resolution, legal considerations
  - d. Emergency management, incident command
  - e. Public speaking, public relations

**9. Prior to December 31, 2020, a Promotional Process Committee will be established. The objective of this committee is to review the current promotional process and, if necessary, establish a revised or new promotional process for the rank of Battalion Chief. A revised or new promotional process must be approved by mutual agreement. The Promotional Process Committee shall take into consideration the Department's operational needs and the City of Toledo's financial constraints.**

**The Promotional Process Committee shall be formed and consist of:**

- The Fire Chief or designee**
- TFCA President or designee**
- Human Resources Director/Commissioner or designee**

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V. IV. Educational Review

A committee shall be established to review current promotional education requirements.

TFCA	CITY OF TOLEDO
[Signature] 12/10/18	Anthony M. [Signature] 12/10/18
Robert C. [Signature] 12/10/18	[Signature] - 12/10/18
2 M. Best [Signature] 12/10/18	Karen Pope 12/10/18

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2113.25 ACTING TIME

If a Deputy Chief is absent for the day (8 hrs.) the Battalion Chief assigned to them or their Bureau shall receive acting pay while the Deputy Chief is absent. Acting pay shall be at the current wage rate for a Deputy Chief. *Only Battalion Chiefs off probation are eligible for the acting Deputy assignment.*

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Paul W. King 11/5/18  
Robert C. Weaver 11/5/18  
Zell M. Bertsch 11/5/18

City  
Anthony Marwood 11/5/18  
D. D. L. 11/5/18  
J. M. [Signature] 11/5/18  
Karen Pote 11/5/18

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**2113.26 TEMPORARY VACANCIES**

Chief Officers will fill their own vacancies on the line. The Chief/Director of the Department maintains his right to use a Captain, ~~in the above instances~~, if no Chief Officer is available.

At the discretion of the Chief/Director, if a promotional vacancy exists, a Staff Battalion Chief may be temporarily transferred to the line to fill the line vacancy for no more than thirty (30) days per year.

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<u>in law. sig</u>	11/5/18	Anthony Morwood	11/5/18
Robert C. Meane	11/5/18	RA By 2	11/5/18
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		Karen Poore	11/5/18

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**2113.37 TRAINING AND SPECIAL PROGRAMS**

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

All members shall be afforded an equal opportunity to request to participate in any Department, City or federally funded special program relating to Department of Fire & Rescue Operations. Notification of these programs shall be provided as far in advance as possible.

The City of Toledo agrees to the payment of all fees for job related studies undertaken by any member of the Bargaining Unit in an accredited institution of learning, when such studies are done at the request of the City.

An employee who, on his own initiative, desires to take job related courses or electives taken under the curriculum required for an approved job related degree, at an educationally accredited college or university shall after the approval of the Chief/Director of the Department be reimbursed one hundred percent (100%) tuition for a total of ten credit hours per quarter or eight hours 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. Reimbursement shall be limited to tuition levels charged by the University of Toledo for academic coursework, and by Owens College for technical coursework. Additional costs will be reimbursed at the Chief's discretion.

In the event there is a dispute, the Academic Review Committee shall determine the status of a job-related course. The Academic Review Committee shall consist of one (1) member selected by the Director of Human Resources, one (1) member selected by TFCA, and the Chief of Toledo Fire & Rescue Department or designated Deputy Chief.

**With the exception of employees enrolled in the Toledo Fire Battalion Chiefs' Program offered at Bowling Green State University, the Executive Fire Officer Program or other comparable Fire and Emergency Services Higher Education ("FESHE)" programs, any employee taking courses or electives under the curriculum required for an approved job related degree who resigns, retires (except for disability or death), or is terminated for cause from the City's employment must repay the tuition reimbursement paid by the City for all courses taken less than five (5) years prior to the date of termination. If necessary, this amount will be deducted from the employee's termination pay or his/her final paycheck.**

A combination travel, clothing maintenance, and training allowance provided at Section 2113.71, "Travel, Clothing Maintenance and Training Allowance", herein shall serve as compensation toward employees' National Fire Protection Association and/or International Fire Chiefs' Association dues payments.

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Members assigned to Staff positions may attend the National Fire Academy (if accepted) with the approval of the Chief/Director of the Department.

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Robert C. Weaver 12/10/18	Anthony Markwood 12/10/18
and D. King 12/10/18	[Signature] 12/10/18
DQM Bert 12/10/18	Karen Pore 12/10/18

**2113.49 HOLIDAY PAY**

Employees, on the platoon schedule, who are credited with hours of work on any of the specific date of the major holidays shall be compensated twelve (12) hours at their regular straight time rate for having been credited with hours worked on those days. The seven (7) nine (9) major holidays for which such additional compensation shall be paid are New Years Day, Martin Luther King Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

Any Staff Chief who works either the calendar day before or the calendar day after any of the seven (7) nine (9) major holidays shall be compensated an additional four (4) hours at their regular straight time rate for those holidays.

Staff Chiefs will have the option of working four (4) ten hour days on those weeks where a major holiday falls on a weekday or any weekday holiday that Local 7 members have off with prior approval of the Chief/Director.

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Robert C. Kears	Anthony Marlowe 12/10/18
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### 2113.51 ACCUMULATION OF SICK DAYS

(A) Chief Officers shall be credited with sick days in accordance with the following formula 1/1/88: one and one quarter (1¼) 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. Provided the conditions of section 2113.72, "Termination and Severance Pay", have been met, unused sick leave accumulated to the time of termination shall be paid at the rate of one-half (1/2) for all such accumulated sick time up to two hundred (200) days and full pay for accumulated sick time in excess of two hundred (200) days.

A Chief Officer who dies as the direct result of injuries sustained in the course of employment with the City, or who is totally and permanently disabled as a result of injuries received during activities directly related to fire suppression or medical runs (on duty), shall receive payment for the full accumulation of sick pay at the time of death or retirement.

(B) Sick time transferred from other political subdivisions of the state of Ohio will be accepted in full.

(C) Any 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.

(D) An employee who has 25 years of service credit may have up to 33% of his/her accumulated sick pay in excess of two hundred (200) days converted to compensation time annually.

The sick pay selected under this program will be deducted from the total hours available at the time requested.

The employee who accepts accumulated sick pay under the provisions allowed in this section will not be entitled to paid extension of sick time effective with the acceptance of pay.

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



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sick time used and accumulated from September 1, 2017 through August 31, 2018. The deadline for an employee to declare participation, date of payment, and amount of payment, up to ninety-six (96) hours, is January 31, 2019.

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

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

#### SICK LEAVE CONVERSION TABLE

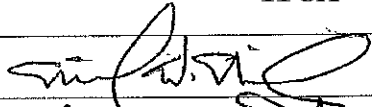
<u>Prior Sick Year Sick Time Usage</u>	<u>Conversion</u>
0 - 24 hours	1.0 sick hour = 1.0 hour of pay
24.1 - 48 hours	1.0 sick hour = .75 hour of pay
48.1 - 96 hours	1.0 sick hour = .50 hour of pay
Above 96 hours	Not eligible for sick time conversion payout

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

1. For the purposes of the sick time conversion payout, unpaid sick days taken will be applied in the same manner as paid sick days.
2. Employees who elect to use sick time to cover FMLA approved leave will count towards the amount of sick hours used.
3. An employee also eligible for a payout under Section 2113.51(D) must elect to participate in either the payout under 2113.51(D) or the payout in Section 2113.51(E). An employee is not permitted to participate in both Section 2113.51(D) and 2113.51(E) in the same year.
4. The maximum annual payout under 2113.51(E) is ninety-six (96) sick time hours.
5. The maximum annual ninety-six (96) sick time hour payout cannot cause an employee to dip below six hundred (600) hours of accumulated sick time.

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## 2113.60 DRUG AND ALCOHOL TESTING

### 1. Policy Statement

The TOLEDO FIRE & RESCUE Department of Fire & Rescue Operations recognizes illegal drug usage AND ALCOHOL IMPAIRMENT WHILE ON DUTY as a threat to the public safety and welfare and to the Chief Officers of the Department. Thus, the Department of Fire & Rescue Operations will take the necessary steps, including drug AND ALCOHOL testing, to eliminate illegal drug usage AND BEING IMPAIRED BY ALCOHOL WHILE ON DUTY. The overall goal of this Policy is prevention.

### 2. Definitions

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

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

THE TERM "CHIEF" SHALL BE CONSTRUED AS THE CHIEF OR HIS/HER DESIGNEE.

### 3. Notice and Education of Employees Regarding Drug AND ALCOHOL Testing

All employees will be informed of the Department of Fire & Rescue Operations' 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 tests can determine, and the consequences of testing positive for illegal drug use OR BEING ALCOHOL-IMPAIRED ON DUTY. All newly promoted Chiefs will be provided with this information when initially promoted. No employee shall be tested until this information has been provided.

### 4. Basis for Ordering in Employee to be Tested for Drug Abuse

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

A. Where there is reasonable suspicion that the Chief Officer to be tested is using or abusing illegal drugs. WHERE THE CHIEF ORDERS THE TEST, HE/SHE SHALL GIVE HIS/HER "REASONABLE SUSPICION" REASONS FOR REQUIRING THE DRUG TEST PRIOR TO TESTING IN WRITING. SUCH REPORT SHALL BE CONFIDENTIAL, BUT A COPY WILL BE GIVEN TO THE EMPLOYEE.

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B. Any Chief selected for promotion to Deputy shall submit to a drug test following the procedures contained herein.

C. After any vehicular accident, *involving a city vehicle*, in which an employee is the driver, THE EMPLOYEE MAY BE TESTED FOR DRUG and/or alcohol ABUSE AT THE CHIEF'S DISCRETION.

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Robert C. Neume 11/5/18  
~~200 m...~~ 11/5/18

City

Anthony Markwood 11/5/18  
D. D. L. 11/5/18  
J. P. ... 11/5/18  
Karen Pore 11/5/18

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**2113.61 HOSPITALIZATION-PRESCRIPTIVE DRUG-DENTAL INSURANCE**

(A) General Provisions:

The City will provide hospital, medical, surgical, major medical outpatient diagnostic laboratory services, prescriptive drug, dental 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 in accordance with the plan document. 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 who 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 provided by the other employer's plan. In case 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 carriers 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 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.

(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 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) in life insurance coverage. This shall also be extended to

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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 (50%) percent 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) per calendar year at fifty per cent co-insurance. Employees using drug and alcohol treatment programs must use the Fire Department Employee Assistance Program when one is available. The Co-operative health network or other such agency selected 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 days (31) per calendar year for each covered person following that covered person's admission to a hospital.

Once combined in-patient/out-patient maximum of twenty five thousand dollars (\$25,000) has been met for alcohol and drug care, no further in-patient benefits will be available. Coverage is limited to a lifetime maximum of twenty five thousand dollars (\$25,000). 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 in-patient benefits are available.

- (5) The panel of providers and PPP 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 (\$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) per person with 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 8:00 p.m. and 9:00 a.m. or on a Saturday after 12:00 p.m. noon or a Sunday.~~
- (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 January 2012	\$48	\$80	\$92
Effective with the first full pay period of January 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 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.

(D) The Cost Containment Committee shall be maintained from among the representatives of the various bargaining units, including the Toledo Fire Chiefs 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.) 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 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 Contract as they affect TFCA shall be permitted unless the authorized to do so by the TFCA through its president. In the event any change in benefits is required by either

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federal or state law, the TFCA 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.

(E) 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 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 and benefits, including any such reports showing costs and cost reductions shall be shared with the Cost Containment Committee.

(F) Coverage for all 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 fifteen dollar (\$15.00) 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 (F) (1) and (3) of 100% will be made for the first one hundred and twenty five dollars (\$125.00) per single contract or three hundred dollars (\$300.00) per family per calendar year collectively for well baby care (after federally specified limits have been met) and for office visits. The fifteen dollar office visit co-pay shall not be counted toward the \$125/300 limits. After deductibles are reached, payment shall then be under the major medical plan; provided however, that the bill shall be reduced by the fifteen dollar (\$15.00) office visit co-pay before the 80%/20% co-payment formula is applied.

(G) 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); fifteen dollar (\$15) co-payment for Tier 2 drugs (preferred brand name drugs); and a thirty dollar (\$30) co-payment for Tier 3 (non -preferred brand name drugs). This program will include a generic drug substitution option, and shall select the provider for the 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.



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(H) 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 fifty dollars per person per year. Maximum payment of \$1,000.00.

Type C Services: Orthodontia: - 60%

Maximum lifetime benefit for Type C Services for any covered person \$1000.00 coverage limited to dependent children under age 19.

Such benefit shall continue in effect for the life 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 insurance carrier to provide the coverage herein is the exclusive right of the City.

(I) Vision care: Beginning in July 2000, the City shall contribute fifteen dollars (\$15.00) per employee per month for vision care benefits to the Toledo Fire Chiefs Association. Said 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.

(J) The City agrees to all conditions and terms relating to the hospitalization-prescriptive drug – dental insurance shall be maintained at less than the highest minimum standards in effect as of the effective date of this agreement (per the Fact-finders report and acceptance by the union and City Council). It is further agreed that any terms or conditions agreed to that are in excess of those established 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 Section 2113.61, Hospitalization-Prescriptive Drug-Dental Insurance. It is the Parties' intent to meet as part of a multi-unit negotiation (AFSCME Local 7 Main Unit & Comm-Ops, AFSCME Local 2058, TPCOA, TPPA Local 10, Teamsters Local 20, TFCA Local 3382, AFSCME Local 3411, and UAW Local 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 2113.61 Hospitalization-Prescriptive Drug-Dental Insurance shall remain in effect for the term of this agreement.

TFCA	CITY OF TOLEDO
<i>[Signature]</i> 11/19/18	Anthony Mahood 11/19/18
2011 <i>[Signature]</i> 11/19/18	<i>[Signature]</i> 11/19/18

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**2113.64 VACATIONS AND COMPENSATORY TIME**

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

<b>AMOUNT OF SERVICE DURING PREVIOUS YEAR THROUGH DECEMBER 31</b>	<b>VACATION</b>
Less than 1 full calendar year	.833 days for each full month 40 hr. equivalency
After 1 full calendar year of service	2 weeks or 5 tours of duty
After 7 full calendar years of service	3 weeks or 7 tours of duty
After 14 full calendar years of service	4 weeks or 9 tours of duty
After 21 full calendar years of service	5 weeks or 11 tours of duty
After 24 full calendar years of service	6 weeks or 13 tours of duty

In determining eligibility for vacation, only continuous years of service shall be counted. Except where an employee has served nine (9) full calendar years with the City and has terminated and then returns to the City, such employee shall be entitled to count the prior service for determining eligibility for vacation.

An employee should take vacation in the calendar year following the year in which it was earned. In the event an employee is not allowed to schedule their vacation in the year in which it should have been taken, they may request that such unused vacation be carried over to the following year. Such request must be submitted to the Human Resources Department prior to December 1 of each year. All such carryover vacation must be taken no later than April 30 of the following year.

Employees shall be allowed to schedule and take vacation as provided herein in accordance with existing Departmental procedures agreed upon between the City and the Association.

**Any excess vacation time for line Battalion Chiefs, or double days, shall be chosen along with their vacation picks for the following year. Double days may not be used for any of the nine (9) major holidays. In an effort to curtail overtime that double days potentially cause, the Chiefs' Association agrees to have staff Battalion Chiefs cover for line Battalion Chiefs subject to the following conditions:**

1. **No more than 40% of the double day tours may be covered by the staff chiefs.**
  - a. **This coverage must be spread evenly amongst the available staff Battalion Chiefs.**
  - b. **The use of staff Battalion Chiefs must be FLSA compliant.**

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**2. No less than 60% of the double day tours shall be covered by overtime.**

~~Excess, unscheduled vacation time shall be assigned pursuant to existing seniority rules within each shift. Each shift shall request a block of time in which excess vacation time may be scheduled. In the initial year of this agreement (2015) "A" Shift shall have first choice of said block, "B" Shift shall have second choice, and "C" Shift shall have third choice. Each subsequent year of this agreement, the priority of choice shall shift; for example in the second year of this agreement (2016), "B" Shift shall have first choice, "C" Shift shall have second choice, and "A" Shift shall have third choice.~~

~~Excess vacation block requests shall be submitted to the Operations Deputy by each shift after completing their rotational vacation picks for the following year's tours. All excess vacation blocks shall be subject to consent of the Chief; said consent shall not be unreasonably withheld.~~

An employee shall not be allowed to be paid cash in lieu of receiving vacation unless the City for some valid reason has not allowed the employee to take the vacation time to which they are entitled by April 30 of the year following the calendar year in which it should have been taken. In that event, the employee shall be paid for such unused vacation days.

An employee may request the advance of five (5) days pay at the time of their vacation. The request must be made to the payroll clerk for the Department at least fourteen (14) calendar days prior to the payday on which the check is to be received. This may be done once each calendar year and is contingent upon the employee having worked in the period in an amount sufficient to be entitled to the advance pay requested.

The use of compensatory time shall not be restricted, except, staffing coverage must be secured for the compensatory time request to be honored for line positions. A member who requests compensatory time shall not be eligible to work during the shift for which compensatory time had been requested.

TFCA	CITY OF TOLEDO
<i>[Signature]</i> 11/19/18	Anthony Markwood 11/19/18
200 M. Bester 11/19/18	<i>[Signature]</i> 11/19/18
	<i>[Signature]</i> 11/19/18

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**2113.65 PAID HOLIDAYS**

All members of the bargaining unit shall be entitled to fifteen (15) paid holidays as set forth below.

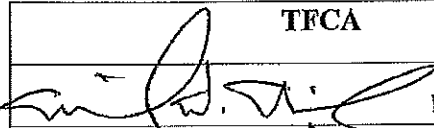

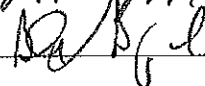
Each employee shall have the option of fifteen (15) holidays scheduled off during the year or of receiving pay for up to fifteen (15) holidays. In the event the employee elects to take the days off, it shall be scheduled in a way as not to impair the operation of the Department. These days will be paid at ten (10) hours per day, payable at the employee's present rate of pay. This compensation shall be paid in a separate check.

**HOLIDAYS EFFECTIVE JANUARY 1, 2015 2018:**

New Year's Day; Martin Luther King Day (3rd Monday in January); Presidents Day (3rd Monday in February); Good Friday; Easter; Memorial Day (last Monday in May); Fourth of July; Labor Day; Columbus Day (2nd Monday in October); Veterans Day (November 11); Thanksgiving Day; Christmas Eve (the last regular work day before Christmas Day); Christmas; two (2) additional holidays.

Unless otherwise specified, for all employees observing the regular Monday through Friday work schedule, in the event any of the above holidays fall on Saturday, the City shall celebrate the holiday on Friday, and in the event the holiday shall fall on Sunday, the City shall celebrate the holiday on Monday.

The seven (7) nine (9) major holidays are New Year's Day, Martin Luther King Day, Easter, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

TFCA	CITY OF TOLEDO
 11/19/18	Anthony Markwood 11/19/18
Zoe M. Foster 11/19/18	 11/19/18
	 11/19/18

**2113.76 CAREER ENHANCEMENT PROGRAM**

In consideration for members of the Chief's Association obtaining certain educational or career longevity objectives, or maintaining certain specialty job assignments or qualifications, the Administration will provide the following Career Enhancement Program (CEP) wage differentials:

<u>Educational Attainments</u>	<u>Differential</u>
Associates Degree	1% <u>1.5%</u>
Bachelors Degree	1.5% <u>2%</u>
Advanced Degree	2% <u>2.5%</u>

Career Longevity

15 Years	1%
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Specialty/Staff Assignment

Instructor	1%
Staff Chief	1%
HAZMAT	1%
Confined Space	1%
Water Rescue	1%
Paramedic	2%

The cumulative Career Enhancement pay differential for any Officer will not exceed 2.5% total. **Effective January 1, 2019, the cumulative Career Enhancement pay differential for any Officer will not exceed 3% total.**

The Career Enhancement differential will be paid as part of regular wages. On an annual basis, the Fire Chief will review eligibility for Career Enhancement payments, and adjust wage differentials for each member as needed. The Chiefs' Association will be informed of any such adjustments before they take effect. A member who believes that he or she is eligible for an increase in Career Enhancement differential at any other time during the course of the year shall notify the Chiefs' Association, which shall in turn notify the Fire Chief of the basis for the requested increase in differential. The Fire Chief

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shall then make any necessary adjustment in the member's differential.

Paramedic Chiefs may attend continuing education ("CE") either on duty or off duty. If a Paramedic Chief attends CE off duty then the Paramedic Chief will receive overtime pay at the appropriate rate.

TFCA	CITY OF TOLEDO
[Signature] 12/10/18	Anthony Markwood 12/10/18
Robert C. Moore 12/10/18	[Signature] 12/10/18
200 M. Pester 12/10/18	Karen Prou 12/10/18

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**2113.74 REORGANIZATION**

(A) Emergency recall for Battalion Chiefs. There shall be three line Battalion Chiefs in Field Operations on duty each shift every tour. Situations may arise which require the recall of a Battalion Chief. Recall will be instituted if a situation occurs where two of three Field Operations Chiefs are out of service for more than 30 minutes or if all three Battalion Chiefs are out of service. When either of these situations occurs, a fourth Battalion Chief will be called. If a condition exists where all three Chiefs are out of service, recall will be instituted immediately. This section does not apply when a Field Operations Chief is detailed.

(B) A Senior (as defined in 2113.18) Battalion Chief will be assigned to execute Senior Battalion Chief duties for the entire tour. This includes weekends and holidays. This Chief Officer will be paid 9% over the hourly base rate (80 hour rate) for time worked while assuming the above duties. The Senior Chief may refuse to serve as Senior Battalion if another on duty line Battalion Chief agrees to accept that responsibility and accompanying pay. It shall be offered to the other Chiefs in order of seniority. **If a Senior Battalion is asked or forced to come to staff, they shall retain their Senior Battalion pay for the duration of the assignment up to two (2) years.**

(C) There shall be four Deputy Chiefs of which at least two shall have a Battalion Chief assigned to them. The Deputy Chiefs' responsibilities and duties shall be determined by the Chief of the Department.

TFCA	CITY OF TOLEDO
<i>Paul Stiel</i> 11/19/18	<i>Anthony Malwood</i> 11/19/18
<i>Tom Rosta</i> 11/19/18	<i>[Signature]</i> 11/15/18
	<i>[Signature]</i> 11/19/18



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**2113.79 TERMINATION**

This Chapter of the Code shall be effective as of the 1st day of January 2012 2015, 2018 and shall remain in full force and effect through December 31, 2014, 2017, 2020 and thereafter until terminated, amended or repealed pursuant to Chapter 4117 of the Ohio Revised Code.

<u>TFCA</u>	<u>City</u>
<del>an (a) Nig</del> 11/5/18	Anthony Morwood 11/5/18
Robert C. Kaur 11/5/18	11/5/18
20 M Best 11/5/18	Richard 11/5/18
	Karen Poore 11/5/18