

2125.02 Classifications

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

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

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

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

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

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

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

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

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

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

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

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

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

LOCAL 92

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Paul Kael

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DR D. G. P

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2125.24 Drug and Alcohol Testing

1. Policy: Statement

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

2. Definitions

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

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

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

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

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

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

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

- (A) Where there is reasonable suspicion that the Firefighter to be tested is using or abusing illegal drugs and/or alcohol. Where the Chief orders the test, he/she shall give his/her “reasonable suspicion” reasons for requiring the ~~drug~~ test(s) prior to testing in writing. Such report shall be confidential, but a copy will be given to the employee.
- (B) Those firefighters on a promotional eligibility list may be tested prior to promotion. Members may be tested prior to being added to the Lucas County Drug License. Random or mass testing is prohibited. All orders requiring employees to submit to drug and/or alcohol testing shall be in writing setting forth the reasonable suspicion before the testing is ordered.

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

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

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

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

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

~~65. Urine Samples~~

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

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

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

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

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

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

~~76. Alcohol Testing Procedures~~

~~An initial positive level of .04 grams per 210 L of breath shall be considered positive for purposes of authorizing a confirming alcohol test. **An Evidentiary Breath Test (EBT) is used to confirm any initial positive test result.** If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the testing expunged from the member's personnel file. Only members with screen test results that are~~

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positive on the initial **breath** screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .04 grams per **100 210 mL** of **blood breath**. If confirmatory testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the member's personnel file.

In the event of an accident where an employee has a "whole blood" alcohol drawn at a medical treatment facility, a result of equal to or greater than .04 grams per 100 mL of blood shall be considered to be a verified positive result.

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

87. Drug Testing Procedures

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

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

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

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

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

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

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

98. Screening Test Standards

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

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Initial Test Level

Marijuana metabolites	50ng/mL
Cocaine metabolites	300 <u>150</u> ng/mL
Opiate metabolites*	2000ng/mL
Phencyclidine	25ng/mL
Amphetamines	1000 <u>500</u> ng/mL
Methaqualone	200ng/mL
Benzodiazepines	300ng/mL
Barbiturates	200ng/mL
Oxycontin	100ng/mL
Ecstasy	500ng/mL

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

Confirmatory Test Levels

Marijuana metabolites*	15ng/mL
Cocaine metabolites**	150 <u>100</u> ng/mL
Opiates: morphine	2000ng/mL
Codeine	300 <u>2000</u> ng/mL
Phencyclidine	25ng/mL
Amphetamines: amphetamine	500 <u>250</u> ng/mL
Methamphetamine	500 <u>250</u> ng/mL
Methaqualone	200ng/mL
Benzodiazepines	300ng/mL
Barbiturates	200ng/mL
Oxycontin	50 <u>100</u> ng/mL
Ecstasy	300 <u>250</u> ng/mL

* Delta 9 Tetrahydrocannabinol 9 Carboxylic Acid

**Benzoyl ecgonine

(These numbers may be revised by the city to remain consistent with HHS guidelines.)

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

9. Limitations

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

10. Disciplinary Action

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

11. Right to Appeal

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

12. Voluntary Participation in a Dependency Program

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

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

13. Duty Assignment After Treatment

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

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provided for in Section 2125.22.

14. Right of Association Participation

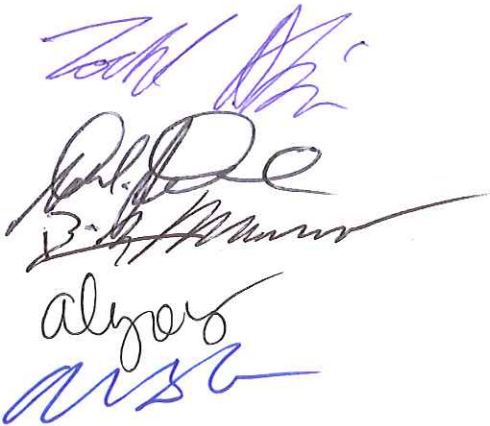
At any time, a member shall be afforded the right to union representation, the Union, will have the right to inspect and observe any aspect of the drug and alcohol testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

15. Held Harmless

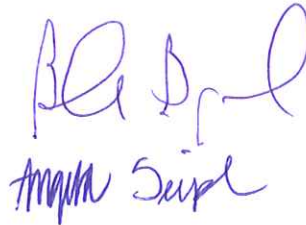
This drug testing program is initiated solely at the behest of the employer. The ~~Department of Fire & Rescure Operations~~ **Toledo Fire and Rescue Department** shall be solely liable for any legal obligations and costs arising out of employees' claims based on constitutional rights regarding the application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

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

For Local 92



For the City of Toledo



This TA is subject to ratification by both Local 92 and City Council. Should either side reject notice shall be given so that the MAD's next process step can be initiated.

TA 9/29/2021

2125.30 Promotions

Upon the expiration of the current Lieutenant eligible list established on March 5, 2014 November 16, 2016 and the Captain eligibility lists established December 21, 2016 April 7, 2021, the following shall apply.

Promotion from the list established by the Civil Service Commission for Lieutenant shall be limited to those who have completed seven (7) years of service with three (3) of those years dedicated to line fire operations (not staff / life squad) with the Toledo Fire and Rescue Department. ~~Department of Fire and Rescue Operations.~~ Promotion from the eligible list established by the civil service commission for Lieutenant for those members hired after 1/1/2002 shall be limited to those who have completed seven (7) years of service with three (3) of those years dedicated to line fire operations (not staff / life squad) and have completed one (1) year one hundred (100) working tours assigned to a life squad, with the Toledo Fire and Rescue Department. ~~Department of Fire and Rescue Operations.~~

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

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

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

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

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

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

Written Examination

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

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

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

A Promotional Process Committee shall be formed and consist of:

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

The Promotional Process Committee shall meet ~~six (6)~~ **three (3)** months after the establishment of the previous promotional eligible list to mutually determine ~~and post the~~ material for the next promotional exam. **The material will be posted within three (3) months thereafter.**

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

Candidates will be given at least thirty (30) days' notice of the date and time of their assessment center evaluation.

Assessment Center

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

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

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

*Must be one of the three exercises **and weighed at 50% or more of the assessment center score.**

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

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

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

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

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

Seniority

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

Of completed years x .6 = seniority points*

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

Discipline

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

Candidate Selection

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

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

Review of Candidate Selection

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

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

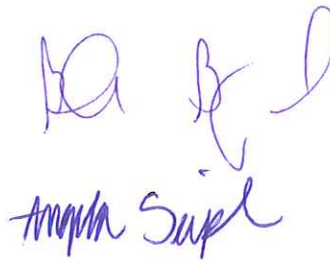
- Fire Chief or designee
- Local 92 President or designee (not involved in process)
- Human Resource Director/Commissioner or designee

For Local 92



The signatures for Local 92 are: 1. A signature that appears to be 'Tom Miller'. 2. A signature that appears to be 'D. Jones'. 3. A signature that appears to be 'B. Brown'. 4. The name 'alyona' written in a cursive script. 5. A final signature that appears to be 'M. Smith'.

For the City of Toledo



The signatures for the City of Toledo are: 1. A signature that appears to be 'D. Jones'. 2. A signature that appears to be 'M. Smith'.

This TA is subject to ratification by both Local 92 and City Council. Should either side reject notice shall be given so that the MAD's next process step can be initiated.

August 30, 2021



2125.31 Layoff and Recall Procedure

When it becomes necessary, through lack of work or funds, to reduce the force in the Toledo Fire and Rescue Department, ~~of Fire & Rescue Operations~~, the employee with the least Departmental Seniority shall be laid off first. A senior member within the same classification will be allowed to volunteer to take a lay off in the stead of a less senior member, if they so desire.

When a position above the rank of Fire Private is abolished, then the person with least amount of service in the rank to be reduced shall be demoted first. Provided the employee affected has been permanently certified to the position, he/she shall then displace the employee in the next lower rank who has the least amount of service in that rank. This process shall continue to repeat itself until such time as the rank of Fire Private shall be reached, at which point the Fire Private with the least amount of continuous service in the Department shall be the one laid off.

Should a position in the Department be recreated or reestablished or should a vacancy occur through any cause within the term of this agreement consistent with Civil Service policy, then the employee with the most Departmental seniority in the Department among the employees laid off shall be entitled to the position providing he/she was at the date of his layoff a regular and permanently certified employee at the rank in which such vacancy has occurred, or higher.

The City shall notify Local 92 Thirty (30) days prior to the effective date of any layoffs. A notice shall include the names of the members affected.

2125.33 Acting Time

(A) General Provisions

A Firefighter acting as a Lieutenant shall be paid full Lieutenant's rate of pay whenever in an acting Lieutenant Capacity. Acting Captain's pay will be paid when the Captain is off for reasons such as Kelly Days, vacations, sick or injured. If an officer is not assigned to fill the Captain's vacancy, the private filling the vacancy will be paid the acting Lieutenant's rate and the designated station Lieutenant will be paid acting Captain's pay.

(B) Less than eight hours

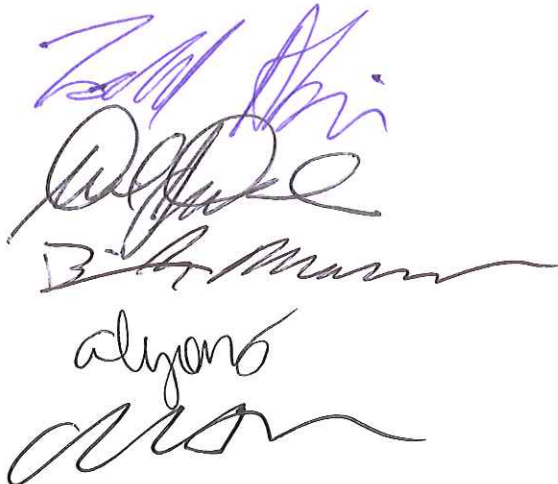
When a line officer is removed from his assigned position for training, meetings or other reasons, an acting officer shall be utilized from within the crew. This acting time shall be paid ~~after one (1) hour and then~~ for the entire time ~~while in an acting capacity unless the unit responds to an incident.~~ In that event, the unit responds to an incident, the acting officer shall be paid for the out of service time of the incident, including a maximum of fifteen (15) minutes for paperwork per incident. ~~If the assigned officer of a double unit engine company is on a response and a Mediethe "B" unit is dispatched to another incident, an acting officer shall be utilized and paid the acting time for the entire out of service time, including a maximum of fifteen (15) minutes for paperwork per incident.~~

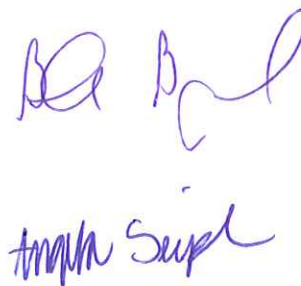
(C) More than eight hours

In the absence of a promoted officer, the language in section 2125.32 (B) shall be used.

For Local 92

For the City of Toledo

Four handwritten signatures in black ink, stacked vertically. The top signature is the most legible, appearing to read 'Zell Shin'. The other three are more stylized and difficult to decipher.

Two handwritten signatures in blue ink, stacked vertically. The top signature is a cursive 'BA' followed by a name. The bottom signature is 'Ampha Supt'.

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2125.43 Uniform Clothing

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

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

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

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

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

1 coverall

2 belts

1 pair of fire boots

1 dress cap

1 fire coats with liner

1 dress white shirt

1 ~~foul weather cap~~ **Winter Hat**

1 fatigue jacket

1 pairs of bunker pants with liner

4 fatigue pants/ shorts/ cargo pants (EMT pants)

2 pairs of **Fire** gloves or 1 pair of **Fire** gloves and 1 pair of **Fire** mittens (at the members' option)~~4 2 long sleeve shirts~~

1 helmet complete

~~4 2 short sleeve shirts~~3 fatigue shirts

1 pair shorts

2 1 neckties (2 for Staff)

2 hoods

1 New York Style Sweatshirt

1 Leather radio strap for each fire portable radio w/Motorola clip, holder and anti-sway strap, on request.

~~The combined number of short-sleeve fatigue shirts and polo shirts will total~~

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four (4) and the combined number of long-sleeve fatigue shirts and polo shirts will total four (4). **The combined number of short-sleeve and long-sleeve shirts shall total (4) (3) and shall consist of at least one (1) short-sleeve and one (1) long sleeve shirt at the members option. Personally furnished and well maintained station logo t-shirts currently approved shall be considered part of the uniform but shall not be worn alone during ceremonial events, hearings, or PR events.** The combined number of fatigue pants and fatigue shorts will total (4). All members will have 2 pair of fatigue pants and at least one long-sleeve fatigue shirt and one short-sleeve fatigue shirt, available to be worn with ties, at the appropriate times. Shorts shall be provided as fatigue pants need replacing. *Coveralls shall be provided as fatigue shirts need replacing.*

T.A.

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

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

(B) Undergarment liners shall be provided for all members of the dive team, and kept in sufficient quantity as determined by the Department Dive Master Trainer. Members shall have a total of two (2) fire coats with liners and two (2) pairs of bunker pants with liners ~~by September 1, 2015~~. Recruits entering the fire academy shall be issued (1) fire coat with liner and (1) pair of bunker pants **with liner** before beginning fire training, and

(1) fire coat with liner and (1) pair of bunker pants with liner once a member successfully graduates from the fire training academy. is transferred to line firefighting operations.

On Behalf of the Union:

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On Behalf of the City of Toledo:

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2125.50 Hours of Work Schedules

Except for emergency situations, the following shall be the established work schedule for the member of the Bargaining Unit working in the various Sections and Bureaus of the Department of Fire & Rescue Operations.

(A) Fire Fighting Platoons ~~and dispatch shift supervisors~~: The work week for Fire Fighting Platoons ~~and dispatch shift supervisors~~ shall continue to be the established schedule of twenty four (24) hours on duty followed by forty eight (48) hours off duty for an annual average of forty eight (48) hours per week. STARTING JANUARY 1, 2024, THE WORK WEEK FOR FIRE FIGHTING PLATOONS SHALL CONTINUE TO BE THE ESTABLISHED SCHEDULE OF TWENTY FOUR (24) HOURS ON DUTY FOLLOWED BY FORTY EIGHT (48) HOURS OFF DUTY FOR AN ANNUAL AVERAGE OF FORTY SEVEN (47) HOURS PER WEEK.

(B) Bureaus and office staff: The workday shall be the employee's regular scheduled hours of work with a fixed starting and quitting time, and shall consist of consecutive work hours, except as broken for break periods and the lunch periods.

The employees' work week shall consist of forty (40) hours as determined and scheduled by the Chief of the Department of Fire & Rescue Operations.

Starting and quitting times of the Fire Fighting Platoons, Bureaus and Offices shall remain as presently scheduled, unless operational procedures necessitate a change. Proposed changes will be made by the Chief subject to appeal as provided in Section 2125.49.

For Local 92

Tom Bran
[Signature]
[Signature]
alyers
[Signature]

For the City of Toledo

[Signature]
[Signature]

This TA is subject to ratification by both Local 92 and City Council. Should either side reject notice shall be given so that the MAD's next process step can be initiated.

2125.51 Trade of Time

A. Trades with other Employees

Unlimited trades will be approved for each member involved in the trade, by their immediate supervisor. Trades within the Operations Bureaus may be consummated between members of like rank, one rank above or below the requesting ~~parties~~ party's current rank. The Battalion Chief should be made aware of such trade and all members must be able to perform the duties of the member they trade with. The Company Officer shall be responsible for the documentation involved in the trades and shall make the Battalion Chief aware at least 1 tour (3 calendar days) in advance of the trade. Any trade with less than 1 tour (3 calendar days) of notice must have the approval of the Battalion Chief.

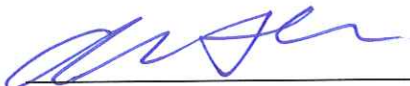
B. Self Trades

Members shall also be permitted to trade with themselves. Effective January 1, 2022 members are limited to two (2) self-trades per year. The Toledo Fire and Rescue Department shall approve at least three (3) members off on any given tour. The request shall be submitted no more than sixty (60) days, but no later than 1900 hours of the member's tour before (3 calendar days) unless an unforeseen emergency makes it impossible for the employee to give such notice. Where sufficient notice is given, the request will be approved or denied within two (2) tours of submission. If the request is made within two (2) tours, the request will be approved or denied before the end of the tour that the request is made.

If the member is working on a holiday as defined in 2125.65 on the working tour of their self-trade, they are exempt from holiday premium as defined in 2125.65 a self-trade shall not create additional overtime beyond what is foreecasted. The parties agree that once a request for a self-trade is granted, the approval cannot be rescinded by either party. Further, a self-trade must conform to the twenty-one (21) day FLSA schedule in that it does not create FLSA overtime. Self-trades must be complete 24-hour tours. ~~be completed within thirty (30) calendar days.~~ The Company Officer shall be responsible for the documentation involved in the trades and shall make the Battalion Chief aware at least 1 tour (3 calendar days) in advance of the trade. Any trade with less than 1 tour (3 calendar days) of notice must have the approval of the Battalion Chief.

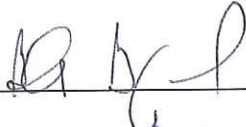
On Behalf of the Union:

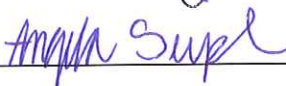




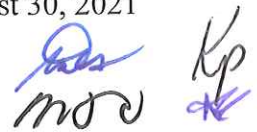


On Behalf of the City of Toledo:





This TA is subject to ratification by both Local 92 and City Council. Should either side reject notice shall be given so that the MAD's next process step can be initiated.



2125.52 Drills, Inspections and Special Assignments

Daily drills may be scheduled during morning, afternoon or evening sessions, with a limit of no more than two sessions per day. The morning sessions shall be scheduled from 0800 to 1130 up to three and one-half hour (3 ½) hours, the afternoon session shall be scheduled from 1300 to 1600 up to three (3) hours, and evening sessions shall be scheduled from 1900 to 2100 up to two (2) hours. Companies scheduled to drill between 0800 & 0900 must be notified on the tour before the drill.

Drill may be scheduled Monday through Saturday, excluding the seven (7) major holidays, December 24 (afternoon and evening), Good Friday (afternoon and evening). When it is necessary for a Battalion Chief or Company officer to schedule a drill on Sunday due to variable factors; traffic conditions, raising aerial ladders downtown, etc., the time spent in these drills will be used in lieu of the next scheduled drill. However, special standby may be done on Saturdays or Sundays and the excludable days listed above.

Inspections (exclusive of occupancy checks) will be scheduled at the discretion of the Company Officer when weather conditions are within the guidelines noted below. Occupancy checks may be made on any day throughout the year.

Company inspections will be limited to high hazard, pre-fire plan, organized drills by the battalion or deputy chief, or any special hazard the company officer, battalion or deputy chief feels requires it.

Inspections, special assignments, and outdoor drills shall be canceled on a city-wide basis by the Operations Deputy, or his designee, because of inclement weather or for other reasons. Notice of such cancellation will be given as far in advance as possible. Inclement weather for outdoor inspections and drills is defined as rain, hail, sleet, excessive snow, high heat index or low wind chill. Temperature extremes are defined as above 85 degrees F. and below 40 degrees F. When the temperature is at or near the upper temperature extreme, the Deputy shall consider the humidity factor.

Designated Department personnel may perform required training on surface ice rescue in temperatures lower than that listed above with a two (2) tour notice that training is to occur.

Inclement weather for indoor inspections is defined as hail, sleet, excessive snow or temperature extremes of 90 degrees F. and above, with high heat index and below 25 degrees F. with wind chill. The Operations Deputy or his designee will check with the U.S. Weather Bureau at 1245 hours and again at 1430 hours. If the companies are on the street and either extreme is met, they will be called back to quarters by the Deputy or his designee. Or if at quarters, they may not be sent out due to any inclement weather change. The Company Officer, upon notification to the Battalion Chief shall have the authority to cancel or delay inspections, or other outdoor programs of their company whenever inclement weather conditions (exclusive of temperature) exist in their district that have not caused cancellation on a city-wide basis, or whenever other duties or circumstances dictate such cancellation.

In emergency situations inspections can be made notwithstanding the above indicated language.

Uniform clothing for drill, inspections, shall be the fatigue uniform without tie. Fire fighting clothing need not be worn during these activities unless made necessary by the nature of the activity being performed.

Inspection of the bottom of apparatus shall be limited to a safety inspection, regarding apparatus maintenance.

It shall be the responsibility of the Company Officer to meet the requirements of these inspections and drill programs along with all other departmental duties, special assignments or activities. In the event that a scheduled assignment is interrupted by emergency duties that time lost need not be made up. This does not relieve the Company Officer of the responsibility for completing the assigned duties within the time period allotted.



2125.54 Transfers

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

The Chief shall have all vacant bid positions posted at least two (2) times per year (March and August). Bid cycles shall consist of at least two (2) rounds for all vacant bid positions within the Department. Members will be moved within seven (7) tours of the date bids are awarded following the last round. Vacant bid positions are defined as positions, not currently held by bid. These notices will be posted for seven (7) days (excluding weekends and holidays) in all stations and bureaus. Special bids shall be in addition to the above. All newly created positions shall be put up for bid before being filled. Special qualifications, if any, shall be listed on the notice.

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

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

(C) Staff transfers (**Bids**) will be filled by the Chief of the Department with consideration of previous education, experience, discipline and seniority. Staff transfers are transfers involving only those positions not counted in minimum **manning staffing** language in 2125.58. **Members who accept a temporary staff assignment shall have the ability to hold their former line bid for a period not to exceed twenty-four (24) months. After twenty-four (24) months, their former line bid will be placed up for bid in the next bid cycle. Members who are working in staff positions shall not bid line positions if they will not be returning to the line before the next bid cycle.**

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

(E) Once a member receives a bid, he/she shall retain that bid until such time as he/she voluntarily bids to another position. Additionally, to prevent blocking a line spot, once a member receives a bid, in the next cycle or round of bids, they will not be awarded a bid back to their previous position, unless no other member has bid for that spot. At the mutual consent of the member and the Chief of the Department and for the good order of the Department, said member may be placed into a relief pool until he/she has the opportunity to bid into a vacant position. When a mutual agreement does not exist, a transfer review panel will be assembled within seven (7) calendar days to determine the member's status. The panel shall consist of three (3) members. One (1) shall be the fire chief or of his/her designee, one (1) shall be union president or his/her designee, and one (1) shall be from the human resources department. A bargaining unit member may only be removed from their bid in an emergency situation such as, where a pattern of extreme conflict exists, as determined by the transfer review panel. A member removed hereto shall have the opportunity to bid to a different spot and will not be subject to paragraph M L herein.

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

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

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

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

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

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

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

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

August 30, 2021

2125.58 Minimum Manning Staffing Requirements

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

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

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

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

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

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

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

~~The minimum daily line strength shall be one hundred and seven (107) members upon ratification of CBA. On January 1, 2017 The minimum daily line strength will increase to shall be one hundred and ~~ten~~ **ten (110) thirteen (113)**. Employees will not normally be recalled to duty when any other company is over minimum. In such situations relief assignments from one company to another will be made when possible.~~

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

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

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

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

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

2125.59 Reporting ~~and Charging~~ of Sick Time

An employee who reports in accordance with Department Policy that ~~he/she they is-are~~ unable to work because of illness at the ~~7:00 AM~~ starting time of ~~his their~~ tour of duty may, after telephone clearance by ~~the Operations Senior~~ any on duty line Battalion Chief, arrange to return to work ~~at 3:00 PM of the same tour and be charged not more than eight (8) hours of sick time.~~

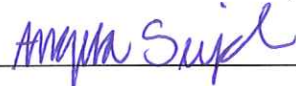
On Behalf of the Union:







On Behalf of the City of Toledo:



Date: _____

Date: 9/29/2021

TA 9/28/2021

2125.64 Distribution

Overtime shall be distributed among the members within their classification as equally as is practicable. Non-emergency recall by the alarm office is to be on a bargaining unit wide basis. The only criteria for non-emergency recall are listed hours of overtime and the availability of the individual.

If a member leaves work and manning falls below minimum staffing language in 2125.58, a fire fighter of equal rank will be recalled to fill that position.

Members who accept overtime and then cancel or decline that overtime shift within twenty-four (24) hours of the shift start shall be charged one and one-half (1.5) times the number of hours of the shift accepted. This rule shall be effective until January 1, 2024.

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

A record will be kept of both hours worked and refused. Recruits **A firefighter coming off probation** shall be assigned an average number of overtime hours when they become eligible for overtime after the ~~end of their second rotation~~ **completion of their third rotation and after they are off probation.**

Overtime hours will return to zero **each year on the first business day of January, at the end of this agreement.**

If an officer calls off before 0630 of his/her scheduled workday, causing a need for recall, and there is an "extra officer" (officer assigned to a position not requiring an officer) the city has the ability to move the "extra officer" to fill the sick officer's position, then recall according to contract language and past practice.

If a **Private Firefighter** calls off sick before 0630 of his/her scheduled workday, causing a need for recall and there is an "Acting Lieutenant" (**Private Firefighter** assigned to a Lieutenant position) the City shall move the "Acting Lieutenant" to fill the sick **private's Firefighter's** position. If, on the same day there is an "Acting Captain" (Lieutenant assigned to a Captain position). The City shall move the "Acting Captain" to fill the now open Lieutenant position, then recall according to contract language and past practice.

It is understood that if a member calls off after 0630 or leaves work, causing a need for recall, an officer or firefighter of equal rank to the vacant position shall be recalled. If the vacant position has a specialty assigned to it and no one with that specialty is currently working elsewhere, the member with the least amount of accumulated overtime who has that specialty will be called.

FOR LOCAL 92
Bob Stein
MAD
B. Mann

FOR COT
R. P.
M. Smith

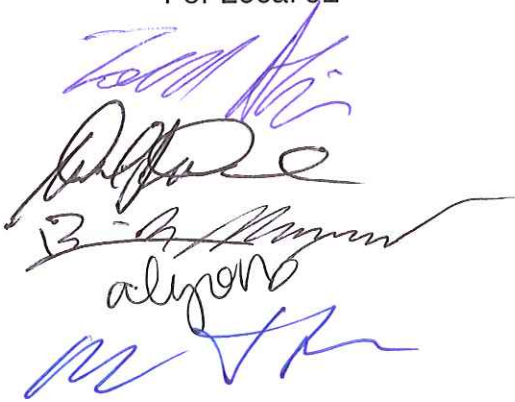
This TA is subject to ratification by both Local 92 and City Council. Should either side reject, notice shall be given so that the MAD's next process step can be initiated.

TA 9/29/2021

2125.65 Holiday Overtime Premium

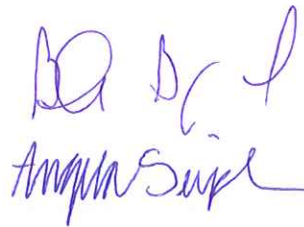
Employees, other than those on recall overtime, with a shift or other scheduled workday as established in Section 2125.50(a) which starts on any of the ~~seven (7)~~ **nine (9)** major holidays shall be compensated twelve (12) hours at their regular straight time rate. The ~~seven (7)~~ **nine (9)**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

For Local 92



Four handwritten signatures in blue ink, stacked vertically. The top signature is partially obscured by the text 'For Local 92'. The second signature is a cursive name. The third signature is 'B-A Almyant' with 'alyant' written below it. The fourth signature is a cursive name.

For the City of Toledo



Two handwritten signatures in blue ink, stacked vertically. The top signature is a cursive name. The bottom signature is 'Amyn Sule'.

This TA is subject to ratification by both Local 92 and City Council. Should either side reject notice shall be given so that the MAD's next process step can be initiated.

2125.66 Compensatory Time

An employee who has worked overtime shall be allowed to receive compensatory time off at the overtime rate in lieu of pay if he/she so elects. Upon reasonable request by the employee, days off, accumulated due to overtime, shall be granted. The Toledo Fire and Rescue Department shall approve three (3) compensatory time off requests for employees on any given tour. Individuals utilizing previously granted union release time will be included in that number. ~~Whenever possible, the request shall be made~~ submitted no more than sixty (60) days, but no later than 1900 hrs of the member's tour before (3 calendar days) at least two (2) tours, prior to the requested day(s) off unless an unforeseen emergency makes it impossible for the employee to give such notice. Where sufficient notice is given, the request will be approved, or denied, within two (2) tours of submission. If the request is made within two (2) tours the request will be approved or denied before the end of the tour when the request is made. The major holidays, referenced in Section 2125.79 "Paid Holidays," are not subject to the above-referenced three (3) employee minimum. Requests for the use of compensatory time, on the major holidays, may be granted to members of the fire fighting platoons whenever the forecasted manpower strength for the day and shift requested is at least two (2) members above the minimum manpower established for the entire City.

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

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

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

For Local 92



Three handwritten signatures in blue ink, stacked vertically. The top signature is the most legible, appearing to be 'Tom [unclear]'. The middle signature is more stylized. The bottom signature is also stylized and includes the word 'align' written in a cursive script.

For the City of Toledo



Two handwritten signatures in blue ink, stacked vertically. The top signature is 'BA [unclear]' and the bottom signature is 'Angela [unclear]'. Both are written in a cursive style.

This TA is subject to ratification by both Local 92 and City Council. Should either side reject notice shall be given so that the MAD's next process step can be initiated.

TA 9/28/2021

2125.68 Sick Pay Usage

Sick Pay is pay to the employee for the necessary absence from duty on a regularly scheduled workday because of illness, injury, or exposure to contagious disease not in the course of his/her employment, or illness in the employee's immediate family that necessitates his/her absence from work or would result in serious hardship to his/her family. Attendance to the immediate family member at a hospital while undergoing serious medical attention shall be included under this provision.

~~Department of Fire & Rescue Operations employees on long term illness (off four (4) consecutive tours of duty excluding vacation and Kelly days) would be charged on a forty (40) hour work week basis for the entire term of the illness.~~

FOR MEMBERS WORKING A PLATOON SCHEDULE SICK TIME USAGE WILL BE CALCULATED AT A RATE OF 0.833 HOURS FOR EVERY HOUR USED.

Sick pay shall be made for illness or injury incurred as a result of outside employment. Sick pay is not to be made to any employee as a result of any action within the control of the employee such as intentional self-inflicted wounds, use of drugs, or alcoholic beverages, while committing a felony or other criminal action.

For the purpose of this section an employee's immediate family shall include father, mother, brother, sister, spouse, child, stepchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, domestic partner, grandmother, grandfather, grandchild or any other relative residing in the household of the employee. A "domestic partner" relationship must have been pre-certified by the Department of Human Resources before sick pay usage may occur. The family illness provision shall be for a limited period of time (not to exceed three (3) days) to enable the employee to secure other arrangements for the care of the member of his/her immediate family.

For Local 92

For the City of Toledo

Handwritten signatures for Local 92:
Zach Abair
[Signature]
[Signature]
alyson
[Signature]

Handwritten signatures for the City of Toledo:
[Signature]
Angela Siple

This TA is subject to ratification by both Local 92 and City Council. Should either side reject notice shall be given so that the MAD's next process step can be initiated.

8/30/21
[Signature]
NOT [Signature]
Kp
[Signature]

2125.84 Wage Rates

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

Effective the first full pay period of January 2021 the rates which were effective in January of 2020 shall be increased by four percent (4.0%).

RATES EFFECTIVE JANUARY 2021			
	80 HOUR RATE	96 HOUR RATE	ANNUALLY
TRAINEE	22.490	18.742	\$46,778.36
PROBATIONARY	24.099	20.081	\$50,125.63
AFTER 1 YEAR	25.705	21.421	\$53,465.95
AFTER 2 YEARS	28.917	24.098	\$60,148.91
AFTER 3 YEARS (FULL RATE)	32.128	26.773	\$66,824.90
AFTER 5 YEARS	32.965	27.470	\$68,565.75
AFTER 10 YEARS	33.801	28.166	\$70,304.29

Effective the first full pay period of January 2022 the rates which were effective in January of 2021 shall be increased by four percent (4.0%).

RATES EFFECTIVE JANUARY 2022			
	80 HOUR RATE	96 HOUR RATE	ANNUALLY
TRAINEE	23.390	19.492	\$49,117.28
PROBATIONARY	25.063	20.885	\$52,631.91
AFTER 1 YEAR	26.733	22.278	\$56,139.25
AFTER 2 YEARS	30.074	25.062	\$63,156.36
AFTER 3 YEARS (FULL RATE)	33.413	27.844	\$70,166.14
AFTER 5 YEARS	34.283	28.568	\$71,081.32
AFTER 10 YEARS	35.153	29.293	\$71,994.04

Effective the first full pay period of January 2023 the rates which were effective in January of 2022 shall be increased by four percent (4.0%).

RATES EFFECTIVE JANUARY 2023			
	80 HOUR RATE	96 HOUR RATE	ANNUALLY
TRAINEE	24.325	20.271	\$51,081.97
PROBATIONARY	26.065	21.720	\$54,737.19
AFTER 1 YEAR	27.802	23.169	\$58,384.82
AFTER 2 YEARS	31.277	26.064	\$65,682.61
AFTER 3 YEARS (FULL RATE)	34.749	28.957	\$72,972.79
AFTER 5 YEARS	35.655	29.711	\$73,924.57
AFTER 10 YEARS	36.559	30.465	\$74,873.80

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

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

LIEUTENANT:

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

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

CAPTAIN:

Full rate for Fire Lieutenant with comparable years of service plus fifteen percent (15%) (Differential includes step program).

PARAMEDICS:

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

2125.96 Paramedic Training

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

- As long as there are two hundred fifty (250) certified Local 92 paramedics becoming a paramedic shall be voluntary;
 - If the total number of Local 92 paramedics falls below two hundred fifty (250), existing Local 92 members first shall have the option of volunteering to become certified; if there is an insufficient number of volunteers then the department shall have the authority to mandate paramedic certification via reverse seniority;
 - The City shall pay for the paramedic training for Local 92 members who either volunteer or are mandated to undergo paramedic training. The city shall only be required to pay for one (1) paramedic training per Local 92 member;
 - The City shall reimburse the member for up to three (3) NREMT-P exam attempts if necessary. Any refresher course or subsequent exams shall be at the expense of the member;
 - Local 92 members who either volunteer or are mandated and elect to undergo their paramedic certification through the TFRD Paramedic Program shall be detailed to a life-squad on duty as a "3rd" rider, to satisfy the certification ride time of the program. Local 92 members also may opt to complete ride time hours on their own time (ie, scheduled days off). It is understood that all other paramedic training, other than ride time, shall be completed off duty, on the member's own time.
 - A joint committee shall recommend a list of outside paramedic programs. Any approval of an outside program shall be at the Chief's discretion;
 - A Local 92 member who opts to receive paramedic training from an approved program outside of TFRD's programs shall be reimbursed after successful completion of NREMT-P certification; members who attend an approved program that is semester or quarterly based will be reimbursed on a semester or quarterly basis but will not be reimbursed for the final semester or quarter until furnishing a valid NREMT-P Card. Members must pass each semester or quarter to be reimbursed. The City shall reimburse the member for up to three (3) NREMT-P Exam attempts if necessary. Any refresher course or subsequent exams shall be at the expense of the member.
- ~~—The Department shall offer and provide paramedic training within four (4) years of hire date, including but not limited to the class of 2012, and all classes thereafter;~~
- Local 92 members hired prior to December 31, 2001 shall have the right to drop their paramedic classification at any time;

2125.96 Paramedic Training con't page 2

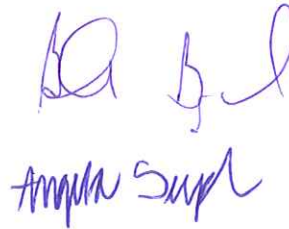
- Local 92 members hired after January 1, 2002 will be required to maintain and work as a paramedic unless the total number of Local 92 paramedics is greater than two hundred fifty (250). If so, members shall be allowed to drop their paramedic classification by seniority on a one-for-one basis, maintaining the two hundred fifty (250) minimum threshold;

- Local 92 members mandated to undergo paramedic training and who fail to successfully pass NREMT, shall lose their current bid and bid rights for a period of 1 year. That 1-year period shall commence from the date that it is determined that the member will not successfully complete the paramedic training. There shall be no other discipline and/or job action for those failing to successfully complete NREMT. This provision does not apply to Local 92 members who volunteer for certification. Volunteer members who fail shall not lose their bid rights and/or be disciplined in any other way. All firefighters agreeing to paramedic training may be temporarily assigned to a different shift.

For Local 92



For the City of Toledo



This TA is subject to ratification by both Local 92 and City Council. Should either side reject notice shall be given so that the MAD's next process step can be initiated.

TA 9/29/2021

2125.97 BLS Medic Transport

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

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

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

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

1. Two piece companies shall be considered as one company and will respond as one unit to all alarms.

2125.97 Medic Transport con't page 2

~~2 1.~~ BLS Medic transports may respond alone to first responder BLS runs.

~~2— While enroute to a fire alarm, the BLS medic transport shall not be split from the responding units once dispatched.~~

~~3— If a BLS medic transport is separated due to a first response EMS run, an additional engine company shall be dispatched to assist the remaining unit on any dispatch other than EMS runs. A pumping apparatus from a two piece company may be used for car fires, leaf fires, when the other unit is being utilized as above.~~

~~4— This policy cannot be used to avert a recall of personnel due to minimum apparatus in service.~~

~~6 2. Any time that the units are separated for other than normal station response, acting pay will be paid to a member on the unit without the officer.~~ Transport differential. Each employee who works on a medic transport vehicle as a part of the daily staffing (not including those in training and riding the vehicle for training purposes) shall be paid a differential equal to a certain percentage of their hourly rate of pay. The differential shall only be paid on all hours assigned on the medic transport. Assignment on a medic unit could include a partial tour. For example, Kafka and Locke are assigned to the medic transport for the 24 hour tour. Kafka goes to dive training. Plato then comes in to cover for Kafka for 4 hours. Kafka returns and balances the tour. Kafka gets 20 hours of differential; Plato gets 4 hours differential. Locke gets 24 hours of differential. On transport vehicles requiring the staffing of two (2) employees, the transport differential will only be paid to the two (2) designated employees, not any additional personnel that may be working on the same medic transport vehicle, unless authorized by the fire chief for extenuating circumstances. The differential is 6%.

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

~~1. Two piece companies shall be considered as one company and will respond as one unit to all regular alarms or greater.~~

~~2. BLS Medic transports may respond alone to first responder BLS runs.~~

~~3. While enroute to a fire alarm, the BLS medic transport shall not be split from the responding units once dispatched.~~

~~4. This policy cannot be used to avert a recall of personnel due to minimum apparatus in service.~~

~~5. Any time that the units are separated for other than normal station response, acting pay will be paid to a member on the unit without the officer.~~

2125.97 Medic Transport con't Page 3

For Local 92



Handwritten signatures for Local 92, including a large signature at the top, a signature with a circular flourish, a signature with a horizontal line, the word "alyos" written in cursive, and a signature at the bottom.

For the City of Toledo



Handwritten signatures for the City of Toledo, including a signature with a circular flourish and a signature that appears to read "Amelia Smith".

This TA is subject to ratification by both Local 92 and City Council. Should either side reject notice shall be given so that the MAD's next process step can be initiated.

2125.100 Paramedic Program

The following will establish the parameters of the paramedic program:

1. Life squad per shift positions will be filled through the normal bid process. Any open vacancy shall be filled by way of temporarily assigning the least senior paramedics without a bid.

2. Any firefighter paramedic assigned to a life squad will be provided relief from life squad duty up to twenty-four (24) tours of duty per year to serve on a heavy squad, engine company, or a truck.

3. Firefighter paramedics who have a bid on a heavy squad, engine, truck or station bid shall be used for relief duty to a life squad. Said employees shall be sent relieving up to a maximum of ~~twenty-four (24)~~ **eighteen (18)** tours of duty per year to a life squad, (exception: disasters or acts of god) relief shall be considered part of normal relief duty as defined in Section 2125.55. Life squad relief shall be distributed fairly and adequately.

4. Paramedic officers may be utilized on a life squad.

5. A. Current Salary Group 80 employees who become paramedics through TFRD paramedic training shall have a 2 (two) year commitment to a life squad. Paramedic seniority shall be defined pursuant to 2125.27.

5. B. Salary Group 80 employees who obtained their certification **independently** who wish to be paid the paramedic differential shall submit in writing their desire to participate in the program. They shall have a **two hundred (200) working tours two (2) year** commitment to a life squad. Paramedic seniority shall be defined pursuant to 2125.27.

6. Paramedics participating in the Paramedic Program:

- A. Shall be paid a full paramedic differential.
- B. Shall be paid overtime for C. E. attendance.
- C. Shall be utilized for paramedic overtime.

7. Paramedics who do not wish to participate in the Paramedic Program:

- A. Shall not be paid a paramedic differential
- B. Shall not ride the life squad
- C. Shall not be recalled as a paramedic
- D. Shall not receive C.E. overtime

All members who attend the TFRD Paramedic Academy, and furnish the Chief of Training with a valid NREMT-P certification within thirty (30) days of completion of all paramedic instruction and testing shall have their time commitment to the program and their paramedic differential started on the same date, not to exceed

thirty (30) days from furnishing a valid NREMT-P certification. Those members shall have the ability to bid a life squad at that time;

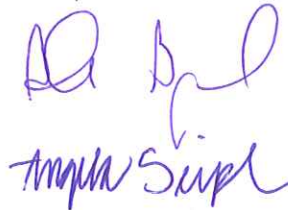
All other members who furnish the Chief of Training with a valid NREMT-P certification shall have their time commitment to the program and their paramedic differential started on the same day within thirty (30) days from furnishing their valid NREMT-P certification. Those members shall have the ability to bid a life squad at that time. Members who are denied the ability to complete their Lucas County Emergency Medical System (LCEMS) internship on duty within 10 working tours of providing proof of NREMT-P certification shall have the option of scheduling it on overtime.

Members who furnish a valid State of Ohio EMT-Paramedic Certificate to the Chief of Training prior to their last day of probation shall be paid their paramedic differential on their first day on the line out of recruit school. Those members shall have their time commitment to the program started and have the ability to bid a life squad on their first day off probation.

Members shall be permitted to bid a non-life squad position in the bid round following the completion of their ~~two hundred (200) working tours~~ ~~two (2)-year~~ commitment.

For Local 92

For the City of Toledo

Handwritten signatures for Local 92, including names like Todd, B. H. M., and Alyson.Handwritten signatures for the City of Toledo, including names like D. J. and Angela Siple.

This TA is subject to ratification by both Local 92 and City Council. Should either side reject notice shall be given so that the MAD's next process step can be initiated.

2125.108 Leave Donation Program

- (A) A Leave Donation Program shall be implemented to allow employees to donate vacation, compensatory, discretionary holiday and sick time hours to a Leave Donation Program for use by other employees in the bargaining unit, or other eligible City of Toledo employees outside of the bargaining unit, subject to the provisions of this section and any applicable provisions of the recipient employee's Collective Bargaining Agreement or the Toledo Municipal Code. The Program allows employees to voluntarily provide assistance to eligible bargaining unit members and other eligible City of Toledo employees outside of the bargaining unit who are in need of paid leave due to a serious illness of the employee, a member of their immediate family, or birth of an employee's own child. For the purposes of this section, immediate family is defined as the employee's spouse, children (biological, adopted, step or foster), parents, siblings or grandparents.
- (B) In order for an employee to donate paid leave time to the Program, the employee must:
1. Be a permanent full-time or part-time employee of the City of Toledo.
 2. At the time of donation, have accumulated two hundred forty (240) hours of paid leave, and
 3. Specify in writing the source (vacation, compensatory, discretionary holiday and sick time) from which leave time is to be utilized for the donation, and
 4. Specify in writing the eligible recipient employee on the approved donation list for the Program to whom they are donating leave,
 5. Knowingly and voluntarily waive, in writing, their right to any claims on the paid leave time restored, and will not at any time be paid for the donated leave time, including at the time of retirement or separation or use it for their own purposes after the paid leave time has been donated.
- (C) Any consequence of the employee's donation of any paid leave time is borne solely by the donating and recipient employees, including tax and retirement implications, if any. By participation in the Program, both the Donor and Recipient employees and Local 92 agree to hold the City of Toledo harmless.
- (D) Leave may be donated to the Program only in eight (8) hour increments. An employee may donate leave to the Program only if the employee has accumulated two hundred forty (240) hours of leave. The maximum number of hours that can be donated in a calendar year is eighty (80) hours.

2125.108 Leave Donation Program con't page 2

- (E) Leave that has been donated to the Program and used shall not be returned to the donating employee, and the employee donating the leave shall not be compensated for the donated leave, including at the time of retirement or separation. In addition, the recipient employee shall not be compensated or receive any monetary value for any donated time received through this Program at the time of retirement or separation.
- (F) Sick leave hours donated to the Program shall not be counted against the employee donating the leave for the purpose of "Bonus Days".
- (G) In order to receive leave donated through the Program an employee must:
1. Have completed his or her probationary period; and
 2. Have no paid leave available for use including but not limited to sick leave, vacation leave, compensatory time and discretionary holiday time and
 3. Not be receiving any other disability related benefit such as worker's compensation and
 4. Be absent for a period of at least seven (7) consecutive workdays for a serious illness of the employee or a member of their immediate family or be absent for a period of at least seven (7) consecutive workdays for the birth of an employee's own child; and
 5. Employees shall not have an active disciplinary record in their personnel file for excessive use of sick time, abuse of sick time, unauthorized absence or a pattern of sick leave abuse.
- (H) Employees shall be eligible to receive a maximum of one thousand forty (1,040) hours of leave donated under the Program during the entirety of their employment with the City of Toledo. However, after an employee exhausts the one thousand forty (1,040) hours, an employee may submit a written request for an extension of the one thousand forty (1,040) hours to a Joint Labor-Management Committee. The Committee will include two (2) representatives from Management and two (2) representatives from the Union. Further, the Committee may agree to extend the one thousand forty (1,040) hours on a case-by-case basis. The final decision will be based on the consensus of the Committee. If consensus cannot be reached; the request is denied.

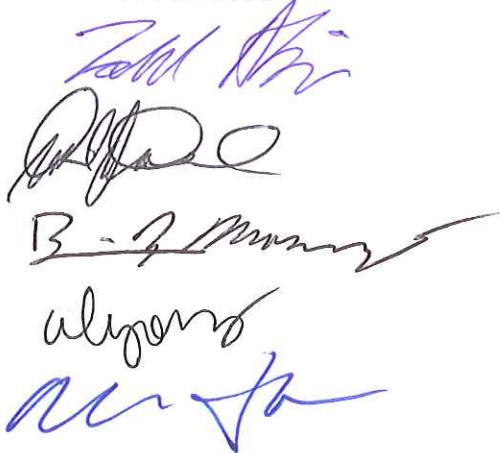
2125.108 Leave Donation Program con't page 3

- (I) Employees using leave under the Program shall continue to accrue sick leave and vacation leave and be entitled to all other benefits under this agreement. When a recipient employee returns to work and has donated paid time remaining, any donated time shall be utilized prior to utilizing any other accrued paid time. Employees who use donated leave will have those hours counted as absences for the purpose of "Bonus Days", unless otherwise prohibited by law.

- (J) The provisions of the Family and Medical Leave Act shall supersede the provisions of this section.

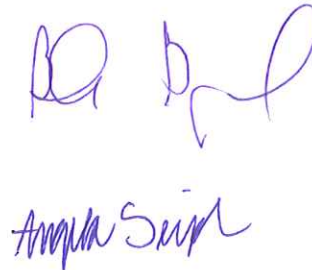
- (K) The Department of Human Resources shall enact, with the approval of the Mayor, an Administrative Policy and Procedure to implement the Program.

For Local 92



The block contains five handwritten signatures in blue ink, arranged vertically. The signatures are stylized and cursive, representing the representatives of Local 92.

For the City of Toledo



The block contains two handwritten signatures in blue ink, arranged vertically. The signatures are stylized and cursive, representing the representatives of the City of Toledo.

This TA is subject to ratification by both Local 92 and City Council. Should either side reject notice shall be given so that the MAD's next process step can be initiated.

2125.108 Termination

2021

This Chapter of the Code, which was executed September [?] and became effective as of the first day of January, 2021 and shall remain in full force and effect through March 31, 2024 and thereafter until terminated, amended or repealed pursuant to Chapter 4117 of the Revised Code, including, but not limited to O.R.C 4117.09(E) et.al. The Parties agree that the contract will be printed within sixty (60) days of signature, with the cost of such printing to be split equally between the City and the Union. The Parties further agree that at least six hundred (600) copies of the contract will be printed.

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN CITY OF TOLEDO
AND
TOLEDO FIREFIGHTERS' LOCAL 92,
executed September [?] EFFECTIVE JANUARY 1, 2021
THROUGH March 31, 2024**

FOR THE CITY OF TOLEDO

FOR LOCAL 92

*BA A P
Amman Supt*

~~*[Signature]*~~
Todd Abner
[Signature]
[Signature]
alyon
[Signature]

Execution DATE: 9/29/2021


TENTATIVE AGREEMENT

The parties to this Tentative Agreement are the City of Toledo (COT) and the Toledo Fire Fighters, Local 92 (Union).

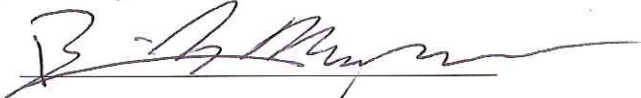
The parties agree as follows:

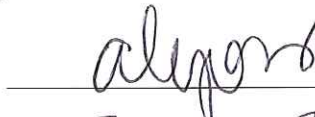
1. The City shall pay to each member of the bargaining unit employed as of January 1, 2021, as well as those bargaining unit employees who retired from their employment with the City between January 1, 2021 and the date of Union ratification, and Fire Recruit Emily Myles, a COVID premium pay amount of 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 eligible Local 92 members, as described above, who are 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:





TENTATIVE AGREEMENT

The parties to this Tentative Agreement are the City of Toledo (COT) and the Toledo Fire Fighters, Local 92 (Union).

The parties agree as follows:

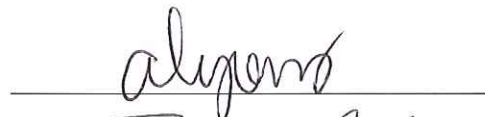
1. The Parties agree that a Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) lump sum payment will be provided to each bargaining member employed as of the execution date of this agreement and will be paid within sixty (60) days following the ratification of the Union and formal approval of the City.
2. This lump sum is being provided in exchange for new contractual language in 2125.58 "Minimum Staffing Requirements." The new contractual language gives the Department greater management rights in the types of apparatus in service at a given time. 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:

