

JA mjn 9/24/24 September 24, 2024

**2125.31 Layoff and Recall Procedure**

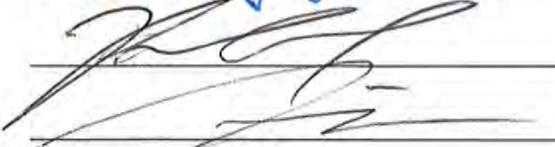
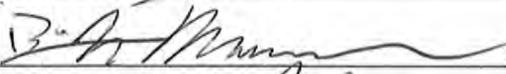
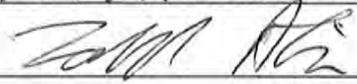
When it becomes necessary, through lack of work or funds, to reduce the force in the Toledo Fire and Rescue Department, ~~of Fire & Rescue Operations~~; the employee with the least Departmental Seniority shall be laid off first. A senior member within the same classification will be allowed to volunteer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

When a position above the rank of Fire ~~Private~~fighter 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, they 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~~fighter shall be reached, at which point the Fire ~~Private~~fighter with the least amount of continuous service in the Department shall be the one laid off.

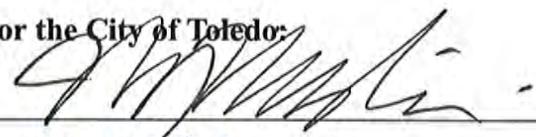
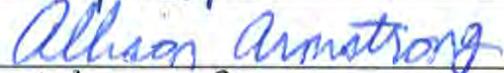
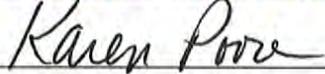
Should a position in the Department be recreated or reestablished or should a vacancy occur through any cause within the term of this agreement consistent with Civil Service policy, then the employee with the most Departmental seniority in the Department among the employees laid off shall be entitled to the position providing they were at the date of their 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.

**For the Union:**

**For the City of Toledo:**

September 24, 2024

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Date: \_\_\_\_\_

Date: 9/24/24

member who is used in a capacity above their current rank must be able to meet the guidelines set forth in 2125.21. The following method is agreed upon.

1. Filling Captains' Vacancies – Operations

-Members on the current Captain's eligibility list shall be used first as acting Captains. Members shall be used equally according to availability. If no members are available on that shift, where the vacancy occurs the most senior Lieutenant on duty shall be utilized. Lieutenants cannot be forced to act. Lieutenants who agree to be utilized as acting Captains shall be held responsible for the regularly assigned Captain's duties.

2. Filling Lieutenants' Vacancies – Operations

Members on the current Lieutenant eligibility list shall be used as acting Lieutenants. Members shall be used equally according to availability. If no members are available on that shift where the vacancy occurs, the most senior firefighter on duty at the station shall be utilized. Firefighters cannot be forced to act as the company commander. Firefighters who agree to be utilized as acting Lieutenants shall be held responsible for the regularly assigned Lieutenant's duties.

In the event there is no list available, and it becomes necessary to use acting officers, the most senior firefighter with a minimum of five (5) years on the job on duty at the station shall be utilized. Firefighters cannot be forced to act as the company commander. If no member wishes to act at that station the most senior firefighter in that district shall be utilized.

For the Union:

*[Handwritten signatures for the Union]*

For the City of Toledo:

*[Handwritten signatures for the City of Toledo: Allison Armstrong, Karen Poore]*

Local 92 reserves the right to make additions, modifications, alterations, amendments, deletions, and otherwise change the above proposal during and throughout negotiations. An agreement reached through negotiations is subject to ratification of the membership

Local 92 Proposal

September 24, 2024

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Date: \_\_\_\_\_

Date: 9/24/24

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2125.33 Acting Time

Beginning March 31, 2026, no member shall act in a Lieutenant capacity without first receiving an officer training course.

(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 Firefighter** filling the vacancy will be paid the acting Lieutenant's rate and the designated station Lieutenant will be paid acting Captain's pay.

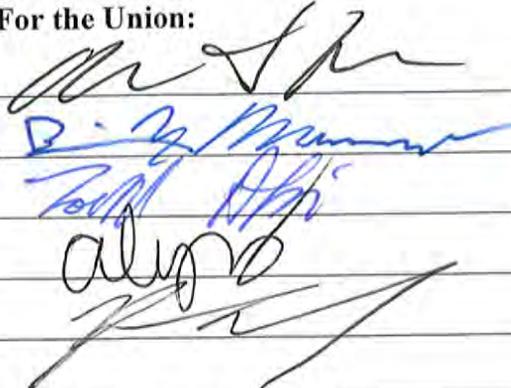
(B) Less than eight hours

When a line officer is removed from their 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 the** 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 the "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

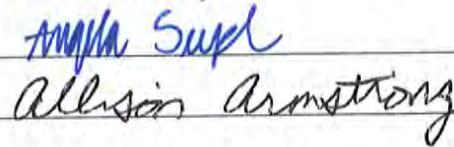
In the absence of a promoted officer, the language in section 2125.32 (B) shall be used.

For the Union:

  
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Date: 5/8/24

For the City of Toledo:

  
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Date: 5/8/2024

**2125.39 Time Bank**

There shall be a Time Bank continued in operation with the ~~Fire & Rescue Operations Department, Toledo Fire and Rescue Department,~~ the Administration of which shall be under the control of a committee consisting of ~~six (6) members, two (2) of which shall be designated by~~ the Fire Chief and the union president or their designees. Availability of the time bank is at the discretion of the time bank committee.

**For the Union:**

*[Handwritten signatures for the Union]*

Date: 1/18/2024

**For the City of Toledo:**

*[Handwritten signatures for the City of Toledo]*

Date: 1/18/2024

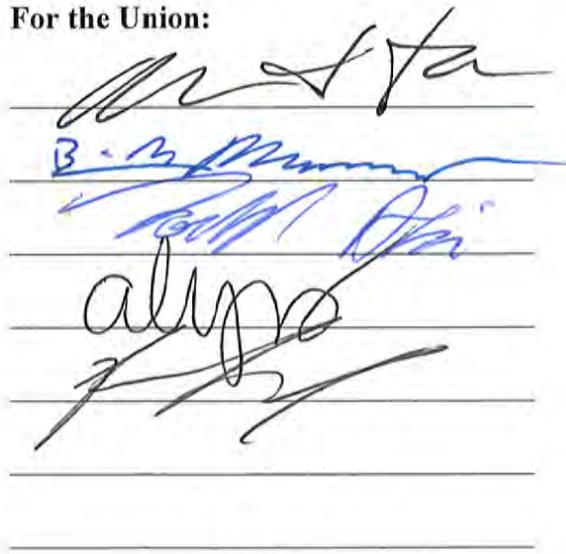
**2125.49 Rules and Orders**

Written orders shall be issued to provide direction for new Rules, Department Operations, programs, and Procedures. Such Rules and Orders shall be submitted to the Bargaining Unit seven (7) calendar days before they are to take effect. They shall be subject to the grievance procedure provided herein up to the Second Step of such procedure - to the Office of the Safety Director. Decision of the Safety Director relative to Rule or Procedure changes appealed under the provisions of this section shall not be subject to arbitration. A copy of the Rule Book and all subsequent changes shall be posted to the Toledo Fire and Rescue Intranet.

Written directives are a temporary step to getting an official policy in place. Accordingly, written directives shall expire one hundred and eighty days from the date of their issuance.

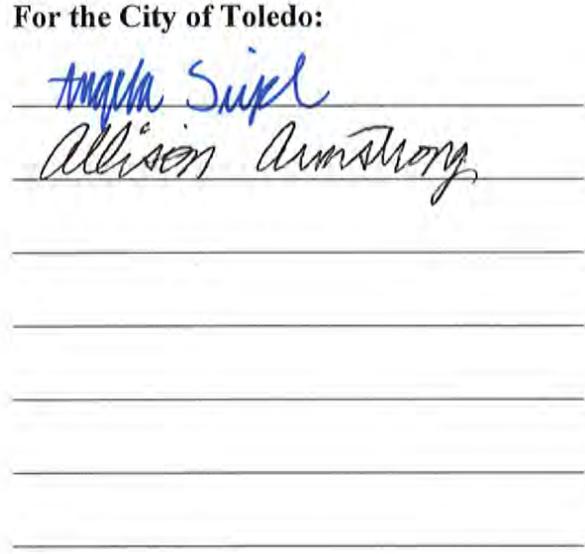
Verbal orders shall continue to be used in emergency situations and also in those non-emergency situations where such orders are issued for the purpose of carrying out pre-established policies of the Department. In the event certain verbal orders are causing confusion and thereby leading to non-uniformity in Department Operations, such orders, when called to the attention of the Administration, shall be reduced to writing for clarification.

**For the Union:**

 Several handwritten signatures in blue and black ink are present on the lines provided for the Union representative.

Date: 5/9/24

**For the City of Toledo:**

 Two handwritten signatures, "Angela Suple" and "Allison Armstrong", are present on the lines provided for the City of Toledo representative.

Date: 5/8/2024

**2125.54 Transfers**

The Chief shall have all vacant bid positions posted at least ~~two (2) times~~ **three (3) times** per year (March, **June**, 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) 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 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 the 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 their former position or, if that position has been filled, then they 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 staffing language in 2125.58. Members who accept a temporary staff assignment **after ratification** shall have the ability to hold their former line bid for a period not to exceed ~~twenty-four (24)~~ **eighteen (18)** months. After ~~twenty-four (24)~~ **eighteen (18)** 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, they shall retain that bid until such time as they 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 they have 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 their designee, one (1) shall be union president or their 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 (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) 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) The relief pool shall be composed of all employees who have not been awarded a bid excluding probationary firefighters.

(I) Temporary line assignment positions are positions that **are anticipated to remain vacant for six (6) or more tours in a row or** 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; **however, members with specialty certifications will be given priority for specialty assignments.** 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) 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) 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) An employee receiving twenty-four (24) hours or more suspension in a twelve (12) month period shall forfeit their rights to the procedures listed above for a twelvemonth period, commencing at the date of the safety directors finding.

(M) No employee holding a bid shall be displaced from their bid assignment and backfilled with relief unless the relief pool is first exhausted of all members of that specialty, classification, or rank, or if a particular member volunteers.

For the Union:

*[Handwritten signatures for the Union: Bill Meyer, Alexor, and a signature in blue ink]*

Date: \_\_\_\_\_

For the City of Toledo:

*[Handwritten signatures for the City of Toledo: Allison Armstrong, Karen Poore, and Angela Suple]*

Date: 9/16/24

**2125.57 ~~Schedule of Hours for~~ Permit Issuance**

~~All Fire Stations shall have schedules posted concerning the hours during which various permit applications and inspections shall be performed by station personnel. These hours shall be from 8:00 AM to 12:00 Noon, 1:00 PM to 5:00 PM, and 6:00 PM to 8:00 PM.~~

Members on the platoon schedule shall not issue permits.

**For the Union:**

*B. G. [Signature]*  
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*[Signature]*  
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*Todd [Signature]*  
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*alison*  
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Date: 5/8/2024

**For the City of Toledo:**

*Angela [Signature]*  
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*Allison Armstrong*  
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Date: 5/8/2024

**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.

**Special events that are outside of normal staff duty hours or result in overtime shall be subject to the recall procedures and compensation provided for herein. However, once a member accepts overtime for a special event, the member shall not accept any other recall opportunity during the hours dedicated to the special event.**

If a member leaves work and **manning staffing** 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)~~ two (2) 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. A firefighter coming off probation shall be assigned an average number of overtime hours when they become eligible for overtime after the 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 their 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.

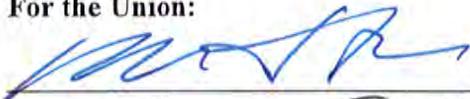
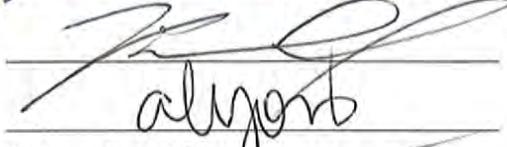
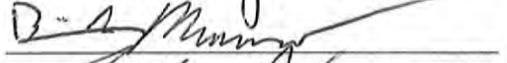
If a **Private Firefighter** calls off sick before 0630 of their scheduled workday, causing a need for recall and there is an "Acting Lieutenant" (**Private Firefighter** assigned to a Lieutenant position) the City shall move the "Acting Lieutenant" to fill the sick ~~private's~~ **firefighter's** position. 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,



**2125.65 Holiday ~~Overtime~~ Premium**

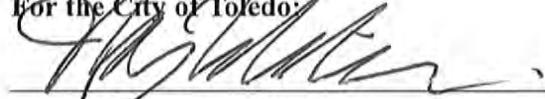
Employees, ~~other than those on recall overtime~~, with a shift or other scheduled workday as established in Section 2125.50(a) which starts on any of the nine (9) major holidays shall be compensated twelve (12) hours at their regular straight time rate. The nine (9) major holidays for which such additional 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, Christmas Day.

For the Union:

  
  
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Date: \_\_\_\_\_

For the City of Toledo:

  
 Allison Armstrong  
 Karen Poore  
 Angela Seidel  
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Date: 9/16/24

**2125.71 Injury Pay**

(A) Employees injured or who have been diagnosed with an occupational illness in the course of and arising out of their employment under such circumstances as would cause such injury, illness, or disability to be compensable under the Worker's Compensation laws of the State of Ohio will be eligible to participate in the City's injury pay program. The Cost Containment Committee referenced below will select the program physician(s) and medical facilities from submitted proposals.

1. Employees sustaining a work-related injury that requires medical attention at a medical treatment facility (i.e., sprains, simple fractures, etc.) will be transported to and treated by a program physician or medical facility. The program physician, along with rendering a diagnosis and prognosis, will determine if the employee is capable of returning to regular duties, whether a transitional work assignment is appropriate, and the necessary rehabilitation plan to be followed; this plan will include the duration of any transitional work assignment, not to exceed ninety (90) calendar days, and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

2. Employees sustaining a work related emergency/trauma injury (i.e., life threatening, severe body injury) may be treated at any medical treatment facility to which emergency medical personnel transport them. The employee will subsequently be examined by the program physician. The designated program physician will determine if the employee is capable of returning to regular duties or if a transitional work assignment is appropriate and the necessary rehabilitation plan to be followed; this opinion will include the duration of any transitional work assignment, not to exceed ninety (90) calendar days, and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

3. An employee may, after the initial evaluation by the program physician, elect to continue treatment with their personal physician provided the program physician's recommendations are followed. The employee will sign any necessary waivers to allow their personal physician(s) to release information to the program physician. The employee's personal physician will be the physician of record for Worker's Compensation purposes.

(B) Upon the program physician's determination that an injury or occupational illness requires the employee to be off work, wherein the employee reports said injury or occupational illness within twenty-four (24) hours of the incident of illness or injury, paid leave shall be granted by the Department of Human Resources for up to sixty (60) days.

Should such disability exceed sixty (60) calendar days, the Director of

Human Resources, on application therefore and proof of continued disability, may extend the period during which such person is carried on the regular payroll. The length of such extended period or periods **for employees injured in the course of and arising out of their employment** shall not exceed two (2) years. **The length of such extended period or periods for employees who have been diagnosed with an occupational illness in the course of and arising out of their employment shall not exceed one (1) year.**

Injury pay extension requests, accompanied by a “Statement of Attending Physician” setting forth the illness or injury and the need for additional time, must be presented to the Director of Human Resources no later than one (1) week after the expiration of the original sixty (60) day disability period. If the above requirements are not fulfilled, the request for injury pay extension may not be considered.

(C) Worker’s Compensation: At the expiration of the injury leave granted, if the employee is still unable to return to work, the employee may elect in writing to use accumulated sick and other accrued time. If the employee is still unable to return to work, payment of normal wages will be stopped and the Industrial Commission will be requested to begin weekly payment under the provisions of the Worker’s Compensation Act.

(D) If the opinion of the employee’s treating physician conflicts with that of the program physician and such opinion is presented to the City in seven (7) calendar days of the program physician’s evaluation, and if the physicians cannot agree after consultation, the employee will be referred for a third opinion. The Cost Containment Committee referenced below will establish a panel of occupational health specialists for third opinions. The third opinion shall be determinative of the employee’s injury pay status under the contract and shall not be subject to further appeal or review. If the third opinion is consistent with the program physician’s plan and the employee fails to abide by the rehabilitation plan, or if the employee enters and later drops out of the plan, then the City can recoup injury pay advanced from the employee’s sick time accumulation. If the employee does not have a sufficient sick time balance, the City shall recoup the injury pay by reducing future sick leave earnings by one-half until the injury pay is fully recouped.

(E) Employees who sustain injuries in the course of and arising out of their employment under such circumstances as would cause such injury or disability to be compensable under the Worker’s Compensation laws of the State of Ohio who choose not to be evaluated by the program physician or who choose not to follow that physician’s recommended program and go only to the physician of their choice are not entitled to any paid injury leave benefits contained in this collective bargaining agreement. Notice of intent not to participate in the City’s injury program must be given within three (3) work days of the injury. Any and all work-related injury claims will be processed through and conform with the

Worker's Compensation Act.

(F) False Claim: the City reserves the right to recoup benefit payments from any employee who is guilty of submitting a false claim, or abuse of the privileges covered in this section, or working for another employer while on injury leave, and may take disciplinary action.

(G) An employee working in a transitional work assignment will be compensated at their regular rate of pay. With regard to the rights of other employees, the employee in the transitional assignment will be deemed not to be working out of classification.

Transitional work assignments will be identified by the Chief of the Department.

It is not the intent of this section to allow Divisions to provide transitional work above that identified nor is a Division required to provide transitional work where no such appropriate tasks have been identified and recognized.

(H) With the intent of this injury program being to minimize time away from work and return the healthy employee to active employment as soon as possible, the Joint Labor-Management Health and Safety Committee (Section 2125.41) will also serve as a cost containment committee for Worker's Compensation.

For the Union:

*[Handwritten signatures for the Union]*

For the City of Toledo:

*[Handwritten signatures for the City of Toledo]*

DATE: 9/14/24

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**2125.76 ~~The Police and Fireman's Disability and~~ Ohio Police and Fire Pension Fund**

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

~~(B) The City will implement a pension "pick-up" plan in accordance with Internal Revenue Service regulations and Ohio Attorney General opinions; whereby State and Federal Income Taxes on employee pension contributions by all bargaining unit members may be deferred.~~

~~(C) Effective with the first full pay period of April 2012 the City will pay six percent (6.0%) of the employee's pension contribution, and the employee shall be responsible for the remaining percentage (employee payment increased from 0% to 4%). In April of 2012 the employee receiving a reduction in pension pickup will receive a separate lump sum check in the amount of one thousand two hundred fifty dollars (\$1,250). Employees unaffected by the pension pickup reduction are not eligible to receive the lump sum payment.~~

~~(D) Effective with the first full pay period of January 2013 the City will pay three percent (3.0%) of the employee's pension contribution, and the employee shall be responsible for the remaining percentage (employee payment increased from 4% to 7.0%).~~

~~(E) Effective with the first full pay period of January 2014 the City will pay zero percent (0%) of the employee's pension contribution, and the employee shall be responsible for the entire employee pension contribution (employee payment increased from 7.0% to 10%).~~

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

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

~~(H) All Local 92 members hired or reinstated after January 1, 2009 will be required to pay the entire employee contribution to the Ohio Police & Fire Pension Fund and will not be eligible to receive the lump sum payment as contained in sections (C) through (E) above.~~

(I) Effective the first full pay period of January 2014, ~~and pursuant to sub-section (E)~~, the parties agree and understand that the City's pension pick-up plan referred to in this article will terminate, and the City will no longer implement or participate in any pension pick-up plan.

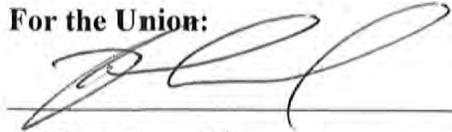
Local 92 reserves the right to make additions, modifications, alterations, amendments, deletions, and otherwise change the above proposal during and throughout negotiations.

An agreement reached through negotiations is subject to ratification of the membership

1-30-24

Section 2125.70

For the Union:

  
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 B. G. Murray  
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Date:

1/30/24

For the City of Toledo:

  
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 Kayla D. Frasco  
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 Allison Armstrong  
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Date:

1/30/2024

**2125.79 Paid Holidays**

All regular City Toledo Fire and Rescue Department employees who have completed the first sixty (60) compensated workdays of their probationary period shall be entitled to fourteen (14) sixteen (16) paid holidays as set forth below. To be entitled to receive pay for the holidays, the employee shall have worked or be on compensated day off on the day before and the day after the holiday.

Each employee shall have the option of fourteen (14) sixteen (16) holidays off scheduled during the year or receiving pay for up to fourteen (14) holidays and one (1) discretionary day. These days will be paid at ten (10) hours per day, payable at the employee's present rate of pay. This compensation may be paid in a separate check.

Effective January 1, 1988 The paid holidays are: New Year's Day; Martin Luther King Day (3rd Monday in January); President's Day (3rd Monday in February); Good Friday; Easter; Memorial Day (last Monday in May); Juneteenth; Fourth of July; Labor Day; Columbus Day (2nd Monday in October); Veterans Day (November 11); Thanksgiving Day; Christmas Eve (the last regular work day before Christmas Day); Christmas Day; two (2) additional holidays.

For all employees observing the regular Monday through Friday work schedule, in the event any of the above holidays fall on Saturday, the City shall celebrate the holiday on Friday, and in the event the holiday shall fall on Sunday, the City shall celebrate the holiday on Monday. The seven (7) major holidays are New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

**For the Union:**

*[Handwritten signatures for the Union: Todd Abiri, Bill Murray, Alyson, and another signature]*

Date: \_\_\_\_\_

**For the City of Toledo:**

*[Handwritten signatures for the City of Toledo: Alison Armstrong, Karen Poore, and another signature]*

Date: 9/16/24

**2125.80 Funeral Pay**

A regular full time employee shall be granted three (3) days funeral pay to arrange for and/or attend a funeral or memorial service of a member of their immediate family. 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, spouse's grandparent, grandchild or any other relative residing in the household of the employee. "Domestic partner" is one who meets the criteria set forth in the parties' memorandum of understanding in that regard. A "domestic partner" relationship must have been pre-certified by the Department of Human Resources before sick funeral pay usage may occur.

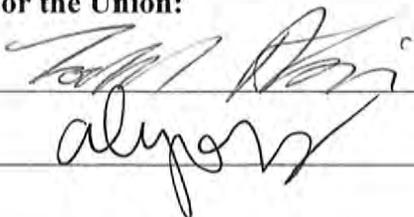
In the event of the death of the employee's father, mother, brother, sister, spouse, or child, the employee, upon giving notice, shall have the right to take up to an additional three (3) days of Sick Pay. Such additional time shall be charged to the employee's accumulated sick days.

Should a death or burial in the immediate family occur in a city located more than one hundred fifty (150) miles from Toledo, an additional two (2) days for travel shall be granted and paid. An employee working on twenty-four (24) hours tour of duty shall be allowed a third (3rd) additional eight (8) hour period.

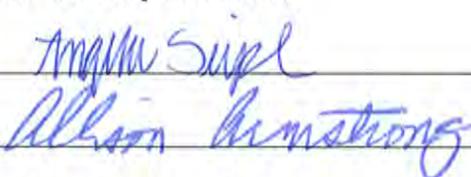
One (1) day of funeral pay shall be granted to attend the funeral or memorial service of the employee's foster mother, foster father, aunt, uncle, first cousin, niece, nephew, sister-in-law, and brother-in-law if such funeral or memorial service occurs on a regular work day and if such employee was scheduled to work that day. Where a special filial relationship exists between the employee and any relative for whom the employee would normally be granted the above one (1) day of funeral pay, three (3) days funeral pay will be granted upon the furnishing of an affidavit to the Department of Human Resources setting forth the facts as to the special relationship.

All funeral or memorial service days utilizing the language in this section shall be taken within three (3) months after the date of death. Documentation identifying the relationship and service date shall be provided. This benefit shall not be provided if the employee is on a leave, whether paid or unpaid.

For the Union:

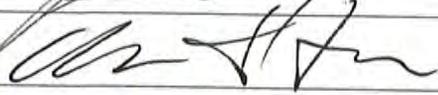
  
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For the City of Toledo:

  
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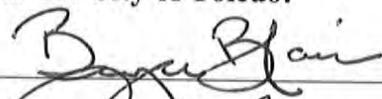
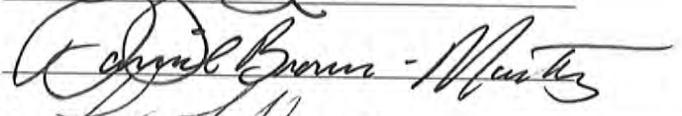
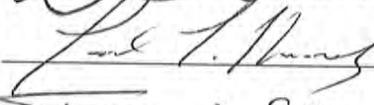
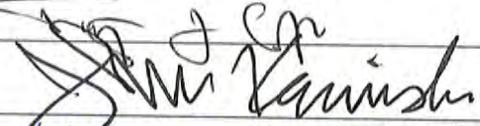
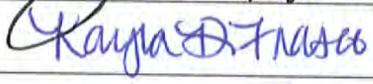
1/16/2024

For the Union:

  
  
  
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Date: 1/16/2024

For the City of Toledo:

  
  
  
  
  
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\_\_\_\_\_

Date: 1/16/2024

**2125.82 Educational Reimbursement**

- (A) The City shall reimburse tuition costs for the following:
1. Degree-required job-related courses taken at an educationally accredited college or university by full-time permanent employees.
  2. Job-related courses taken at an educationally accredited college or university by full-time permanent employees.
  3. Any courses taken at an educationally accredited college or university by full-time permanent employees that are a requirement or an elective of a job-related degree.

Such course work must be approved as job-related by submitting a description of the course to the office of the Chief of Toledo Fire and Rescue Department. As long as the course description is submitted prior to the start of the course, it shall be under consideration for job-related approval. In the event there is a dispute, the Academic Review Committee shall determine the status of a job-related course. The Academic Review Committee shall consist of one (1) member selected by the Director of Human Resources, one (1) member selected by the Firefighters, and the Chief of Toledo Fire and Rescue Department or designated Deputy Chief.

(B) The City shall reimburse one hundred percent (100%) of the cost of tuition and general fees, for a total of ten (10) credit hours per quarter or eight (8) per semester, regardless of the number of courses comprising these totals. These costs will be reimbursed upon the documented presentation of a "C" or 2.0 grade or better. Reimbursements shall be based on the University of Toledo, Bowling Green State University, and Lourdes University cost per credit hour. In the event the reimbursement rate for a different institution is denied by the Chief, the Academic Review Committee shall have the discretion to reimburse at a higher amount, based on the unavailability of the degree program.

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

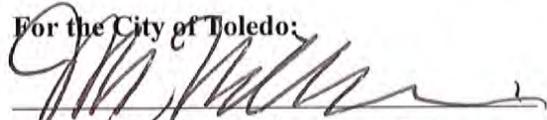
(D) Any employee participating in the tuition reimbursement program who resigns or retires (non-disability) must repay the tuition reimbursement paid by the City for all courses taken less than five (5) years prior to the date of separation. The Parties agree that the tuition costs will be reimbursed to the City on a prorated basis based upon the years of the employee's service after the program is completed, i.e., for every year the employee works after the program is completed, the amount owed back to the City is reduced by 20%. If necessary, this amount will be deducted from the employee's severance pay or his/her final paycheck. The City reserves the right to use all legal means available to recover the tuition costs under this paragraph.

For the Union:

  
  
alyers  
B. J. Manning  
Todd Klein

Date: \_\_\_\_\_

For the City of Toledo:

  
Alyson Armstrong  
Karen Poore  
Amelia Suple

Date: 9/16/24

**2125.91 Shift Premium On-Call Pay**

**The City shall pay on-call pay to members assigned to the Fire Investigation Unit (arson) and the Bomb Squad as provided herein.**

Effectively the first full pay period in January of 2000 and thereafter, the City shall pay a shift premium for regular hours worked to dispatch supervisors and the Fire Investigation Unit (arson) as provided herein.

A shift premium of forty cents (\$0.40) per hour worked shall be paid to any such employee who is scheduled to start work on or after 11:00 a.m. and before 7:00 p.m. Starting times within this period shall be known as the afternoon shift.

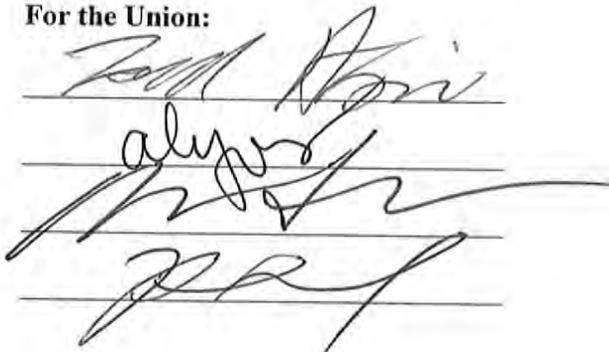
A shift premium of thirty five cents (\$0.35) per hour worked shall be paid to any such employee who is scheduled to start work on or after 7:00 p.m. and before 3:00 a.m. Starting times within this period shall be known as the night shift.

Members assigned to the Fire Investigation Unit (arson) who have been assigned "on-call" duties shall be assigned a take home car and a portable radio.

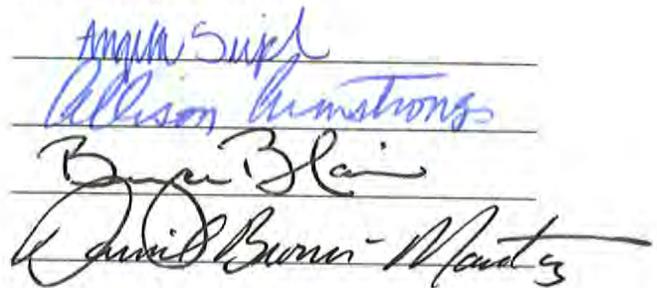
**Members assigned to the Fire Investigation Unit (arson) or the Bomb Squad** They shall be available at all times during the on-call period and shall remain fit for duty. They shall not refuse to accept an assignment during the on-call period. If extenuating circumstances exist which would prevent a member of the Fire Investigation Unit **or the Bomb Squad** from being available for an "on-call" assignment, they shall immediately notify the Deputy Chief or designee in charge of the Fire Investigation Unit.

Fire Investigation Unit **and Bomb Squad** members assigned "on-call" duties shall be compensated at seven (7) hours pay at the overtime rate at time and one-half for each (1) week interval, regardless if they are called. This seven (7) hours shall compensated as "money" and cannot be taken as "compensatory time."

For the Union:



For the City of Toledo:

  
1/16/2024

**For the Union:**

B. B. [Signature]  
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Date: 1/16/2024

**For the City of Toledo:**

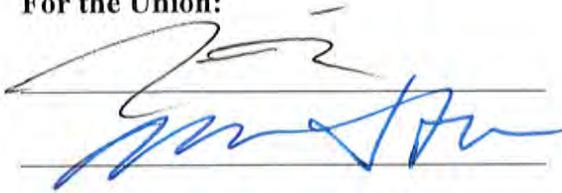
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Date: 1/16/2024

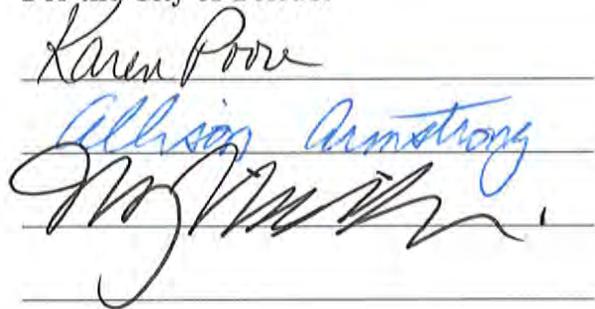
Current Contract Language

Sections agreed to remain CCL by City and Local 92:	
.13	Negotiations
.20	Suspensions or Disciplinary Action
.27	Seniority; Regular Employee
.44	Training and Career Enhancement Program
.50	Hours of Work Schedules
.52	Drills, Inspections and Special Assignments
.66	Compensatory Time
.67	Accumulation of Sick Time
.73	Maternity Leave
.89	Safety Stipends
.99	Detailing Agreement
.103	EAP
.106	Transitional Duty
.107	Video Training

For the Union:



For the City of Toledo:



Date: 11/15/24

Date: 11/15/24

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by and between the Toledo Firefighters IAFF Local 92 ("Union") and the City of Toledo ("City").

In the March 2025 bid cycle, Union members shall be able to make a tentative bid to a Flexible Labor for Operations And Training (FLOAT) position in the Operations Bureau. A minimum of eight (8) FLOAT positions shall be available, of which no more than 2 of those positions may be officers (ie, Lieutenant or Captain).

Members assigned to these eight (8) FLOAT bid positions will work a 40-hour schedule. The members who fill these bid positions shall be given a trial period lasting until the expiration of this MOU prior to losing their previous bid. These members shall be utilized as extra line staffing or replacements for line employees detailed to any type of required training or education, and shall not be considered part of the daily minimum staffing requirement as defined in 2125.58.

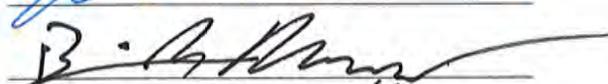
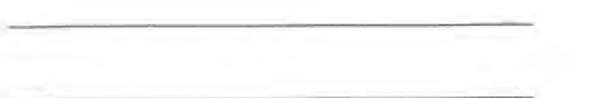
The City is only obligated to create these bid positions and make them available to be bid each bid cycle; if they go unbid the City is under no obligation to force a member into the position or recall for the spot.

Any training covered by these FLOAT positions shall not be subject to the time and temperature restrictions in 2125.52.

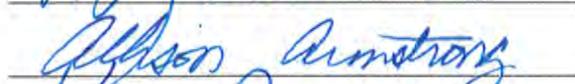
This MOU and its terms shall expire on January 1, 2027.

The Parties agree and acknowledge that this MOU in no way alters, changes, modifies, or abrogates any other terms or conditions of the CBA between the Union and the City.

For the Union:

For the City of Toledo:


10/28/24

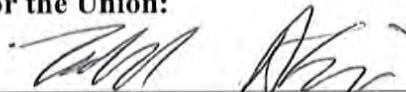
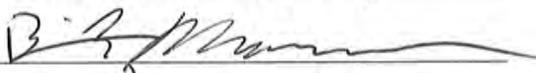
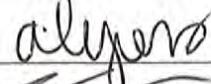
**2125.55 Relieving Duties**

Whenever possible, relieving assignments from station to station due to vacations, Kelly days, injuries, sickness, etc., shall be on a ~~district by district~~ battalion basis with the reliever remaining in their assigned ~~district~~ battalion.

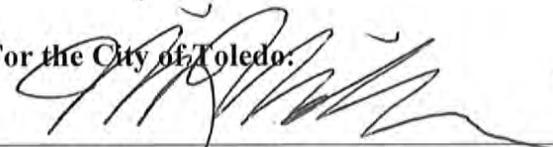
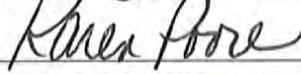
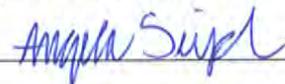
No member shall be required to relieve in excess of five (5) tours during any one relief assignment, with the exception of those who may be assigned to a designated relief pool. No member shall be required to relieve at more than two stations during any one tour unless emergency conditions require adjustments. Members that are designated as first drivers by the Company Officer shall not be required to relieve away from their bid station to a medic unit if there is a medic unit housed at their bid station.

Normal non-officer relieving will be done on a rotating basis by everyone eligible for relieving duties. Personnel with a bid or who have been assigned a temporary assignment shall only relieve when the relief pool has been exhausted of all personnel holding any certification required for the position to be filled. Those in the classification of Firefighter/Paramedic shall be utilized for ALS relief staffing. No Firefighter/Paramedic holding a bid shall be required to staff an ALS medic unit for more than 312 hours until all Firefighter/Paramedics in the same classification that are available to work on that shift have done so. Members of the PTO/FTO program may be utilized, in that capacity only, above the 312-hour limit, at that station. (Refer to 2125.54.) This procedure can be changed if someone "volunteers" to relieve out of turn. Officer relieving will be scheduled through the battalion chief as it has in the past.

For the Union:

  
  
  
  
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For the City of Toledo:

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

Date: \_\_\_\_\_

Date: 9/16/24

JA njm

## 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 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.~~

**1. All Paramedics may be assigned to fill a Paramedic role on a TFRD apparatus. In the interest of keeping relief balanced across the line, no Paramedic shall be required to ride a medic unit for more than three hundred twelve (312) hours until all non-officer Paramedics on that shift, including first drivers, have also ridden a medic unit for three hundred twelve (312) hours, excluding overtime. Officers may be utilized on a medic unit.**

**2. Salary Group 80 employees who obtained their certification 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)~~ ride on a medic unit for two thousand four hundred (2400) hours. During this initial 2400 hour commitment, paramedics may be utilized above the limit of 312 hours for medic unit staffing. After their 2400 hours is complete they shall be rotated fairly and adequately with all other paramedics as defined in 2125.55. ~~working tour commitment to a life squad.~~ Paramedic seniority shall be defined pursuant to 2125.27.**

**3. 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 **after completion of the paramedic internship.**
- d. **Shall be utilized for paramedic bid spots.**
- e. **Shall be utilized for paramedic relief.**

4. 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 medic unit as a paramedic
  - c. Shall not be ~~recalled~~ utilized as a paramedic
  - d. Shall not receive paramedic C.E. overtime

5. For Paramedic relief:

- a. The relief pool must be exhausted before moving any paramedic from his/her bid spot.
- b. Unless no paramedics respond, recall must be filled paramedic for paramedic.
- c. PTO's may be utilized above the 312-hour limit only in a PTO capacity.

All ~~other~~ members who furnish the Chief of Training with a valid NREMT-P State of Ohio Paramedic-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~~ they are first used as a paramedic under the terms of the paramedic internship, but no later than thirty (30) days from furnishing their valid State of Ohio Paramedic certification. Those members shall have the ability to bid a life-squad at that time.

The paramedic internship shall include 96 hours as a third rider with a PTO, and an additional 480 hours paired with a PTO on a medic unit. Members who complete their EMT-Paramedic shall not be the sole medic on any apparatus until such time as they have completed the Paramedic internship. The four hundred eighty (480) hour PTO commitment may be waived or modified for paramedics with significant prior experience upon approval from the Fire Chief and the Medical Director.

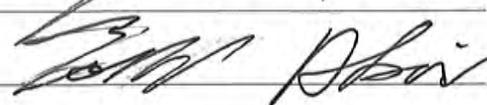
Members who are denied the ability to complete ~~their Lucas County Emergency Medical System (LCEMS)~~ the 96-hour (ie, 3rd rider) part of the Paramedic internship on duty within ~~10 working tours~~ twenty (20) working tours of providing proof of NREMT-P State of Ohio Paramedic certification shall have 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 go back to their bid ~~a non-life-squad position in the bid round~~ following the completion of their ~~two hundred (200)~~

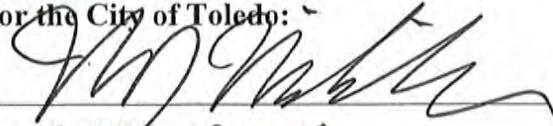
working four two thousand four hundred (2400) hour commitment.

For the Union:

  
  
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Date: \_\_\_\_\_

For the City of Toledo:

  
Allison Armstrong  
Karen Poore

Date: 11/28/24

JA ✓ 9/24/24

WJH  
AC DT

Sections agreed to remain CCL by City and Local 92:	
2125.01	Local 92 Recognition
2125.04	Listing of Employees
2125.07	Payroll Deductions
2125.08	Fireman's Benevolent Assoc.
2125.15	Grievance Procedure
2125.16	Default in Answer
2125.17	Emergency Condition
2125.18	Retraining and Counseling
2125.19	Written Reprimands
2125.21	Suspensions
2125.22	Personal Service Records
<del>2125.23</del>	<del>Relief from Duty</del> WJH AC DT
2125.24	Drug and Alcohol Testing
2125.25	Seniority; Probationary Period
2125.28	Military Service Benefits
2125.29	Seniority During Industrial Disability
2125.34	Personal Leave
2125.35	Thirty Leave and/or Extension
2125.36	Fringe Benefits During Leave
2125.37	Sick or Injury Leave
2125.38	Medical/Physical Fitness Standards
2125.40	Payday
2125.41	Safety and Welfare
2125.42	Accident Review
2125.43	Uniform Clothing
2125.45	Retirements
2125.46	Resignations
2125.47	Outside Employment
2125.48	Compensated Time Considered as Time Worked
2125.51	Trade of Time
2125.53	Roll Call
2125.56	Housecleaning
2125.59	Reporting of Sick Time
2125.60	Overtime Defined
2125.61	Overtime Guaranteed
2125.62	Thirty Minutes Guarantee
2125.63	Subpoenaed as a Witness
2125.69	Sick Pay Usage REPORTING; PROOF OF ILLNESS WJH ✓
2125.70	Sick Pay Extension
2125.72	Bonus Days

2125.74	Death Benefit
2125.75	Health and Welfare Trust Fund
2125.77	Safety Equipment
2125.81	Jury Duty
2125.83	Unemployment Compensation
2125.86	Travel Allowance
2125.87	Tool Allowance
2125.88	Travel and Clothing Maintenance Allowance
2125.90	Termination and Severance Pay
2125.92	Administrative Responsibility
2125.93	Residency Requirement and Waiver
2125.94	Continuation of Services
2125.95	Savings Clause
2125.98	Mid-term Bargaining
2125.102	Domestic Partners
2125.104	Section 125 Program
2125.105	Training Course Reimbursement
2125.108	Leave Donation Program

**For the Union:**

*[Handwritten signatures for the Union]*

Date: 9/24/2024

**For the City of Toledo:**

*[Handwritten signatures for the City of Toledo]*

Date: 9/24/24

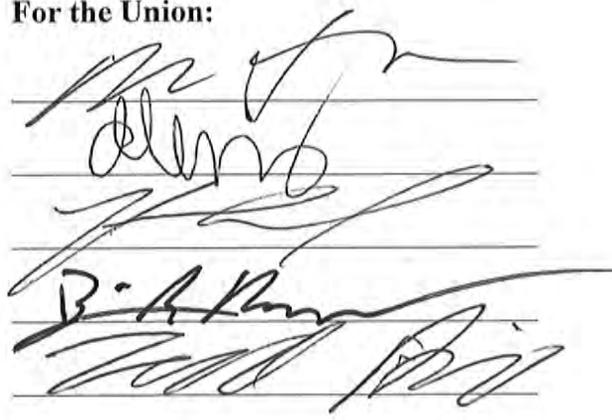
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**2125.78 Vacations/Kelly Days**

Additional language:

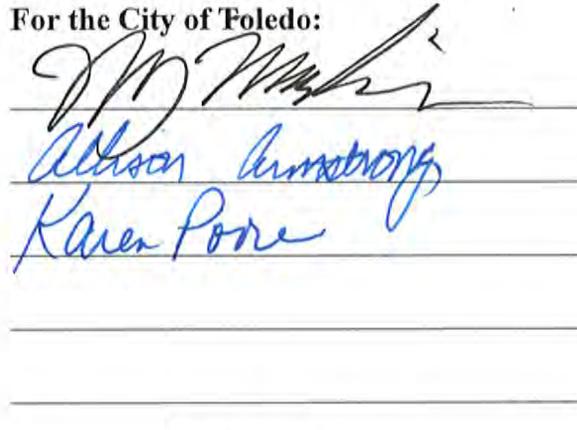
Each employee shall have the option of receiving pay in lieu of using vacation for up to fifteen (15) days annually, provided, that the employee may receive pay for not more than a total of 15 vacation days and holidays combined. These days will be paid out at ten (10) hours per day.

**For the Union:**

Handwritten signatures for the Union on lined paper. The signatures are in black ink and include several names, some of which are partially obscured or overlapping.

Date: \_\_\_\_\_

**For the City of Toledo:**

Handwritten signatures for the City of Toledo on lined paper. The signatures are in blue ink and include the names Allison Armstrong and Karen Poore, with other illegible signatures above them.

Date: 10/28/24

JA njm

## 2125.96 Paramedic EMS 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.

**Effective December 31, 2026, the Parties agree that the minimum number of certified Local 92 paramedics shall be increased to three hundred and five (305). The Parties also agree that this number shall include those in the paramedic training program at the time of calculation.** 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)~~ **three hundred and five (305)** certified Local 92 paramedics becoming a paramedic shall be voluntary;
- If the total number of Local 92 paramedics falls below ~~two hundred fifty (250)~~ **three hundred and five (305)**, existing Local 92 members first shall have the option of volunteering to become certified **based on seniority**; 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 Parties agree that for the 2024-2026 CBA, the City will pay the tuition costs up front rather than on a reimbursement basis;**
  - The City shall reimburse the member for **one (1) refresher course and** up to **three (3) six (6)** NREMTP exam attempts if necessary. Any **refresher course or** subsequent exams **or refresher courses** shall be at the expense of the member;
  - Local 92 members who either volunteer or are mandated and elect to undergo their paramedic certification shall be detailed to a **life-squad medic unit** 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 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.

- A Local 92 member who obtains their State of Ohio Paramedic card on or after August 1, 2024 shall be required to function as a paramedic for a minimum of ten (10) years after their first day operating in that capacity.

- A Local 92 member who receives paramedic training and does not pass either a semester, a refresher course, or the NREMT-P certification, or who fails to obtain their NREMT-P card, must repay any costs paid by the Department.

-Any employee who receives paramedic training and resigns or retires (non-disability) must repay any costs paid by the City for all courses taken less than five (5) years prior to the date of separation. The Parties agree that tuition costs will be reimbursed to the City on a prorated basis based upon the years of the employee's service after the program is completed, i.e., for every year the employee works after the program is completed, the amount owed back to the City is reduced by 20%. If necessary, this amount will be deducted from the employee's severance pay or his/her final paycheck. The City reserves the right to use all legal means available to recover the costs paid pursuant to this section.

- Local 92 members hired prior to December 31, 2001 shall have the right to drop their paramedic classification at any time;

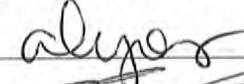
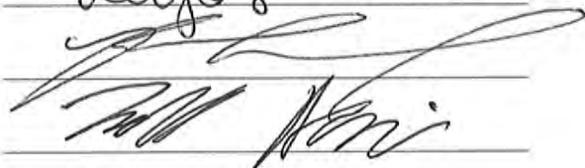
- Local 92 members hired after January 1, 2002 will be required to maintain and work as a paramedic unless the total number of Local 92 paramedics is greater than ~~two hundred fifty (250)~~ three hundred and five (305). If so, members shall be allowed to drop their paramedic classification by seniority on a one-for-one basis, maintaining the ~~two hundred fifty (250)~~ three hundred and five (305) minimum threshold.

- Local 92 members mandated to undergo paramedic training and who fail to successfully pass NREMT-P, including the entrance exam, shall lose their current bid and bid rights for a period of ~~1-year~~ three (3) years. That ~~1-year~~ three-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-P. 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 **or Paramedics needing remedial training** may be temporarily assigned to a different **shift work schedule and assignment**.

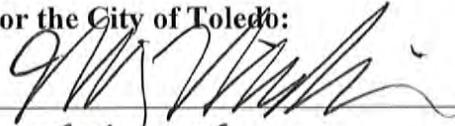
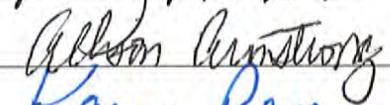
- **If, at any time, the Department's contracted Medical Director prevents a Paramedic from working under his/her license, the member may be placed on restricted duty with pay and undergo a remediation program as determined by the Fire Chief.**

For the Union:

Date: \_\_\_\_\_

For the City of Toledo:


Date: 10/28/24

JA ngn

**2125.97 Medic Transport Unit**

Because, the City of Toledo experiences a high volume of emergency runs requiring a medic transport unit; and therefore, the parties intend for this agreement to result in medic transport unit 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 unit is defined as an ambulance intended for treating or 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 medic transport units arising inside the City of Toledo, or the jurisdictions that the City has mutual aid agreements with, may be handled by Local 92 members.
2. As long as minimum staffing is met, effective upon ratification of this Agreement, the City of Toledo shall have at least thirteen (13) medic units staffed daily. Effective September 30, 2025, as long as minimum staffing is met, the City of Toledo shall have at least seven (7) fifteen (15) medic transport units in-service staffed daily. Anything in excess of seven (7) fifteen (15) medic transport units will be determined by the fire administration. *No more than 2 medic shifts may be taken out of svc to cover detailing as defined in 2125.99.*
3. In order to ensure fair and adequate staffing of the medic transport units it is agreed that no member is exempt from working on the medic transport units. Officers are not may be assigned required to ride the medic transports units. A Firefighter must have five (5) years seniority to act on the engine.
4. ~~Paramedics will not be mandated to ride medic transport units but shall be part of a fair and adequate rotation.~~
4. 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.

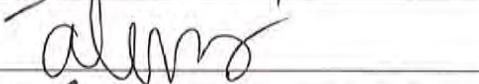
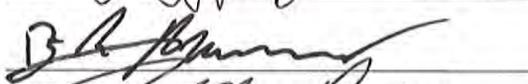
The following items will be included in a policy established by the Toledo Fire and Rescue Department administration pertaining to engine companies.

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

*No more than 2 medic shifts may be taken out of svc to cover detailing as defined in 2125.99.*  
ngn ✓

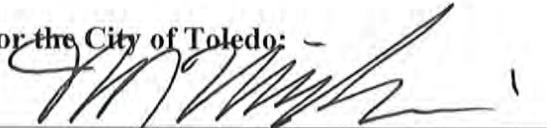
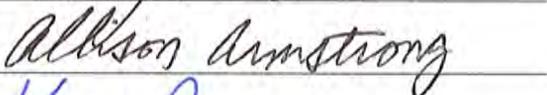
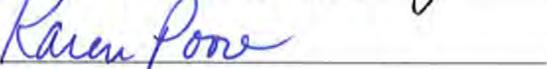
2. Transport differential. Each employee who works on a medic **transport vehicle unit** as a part of the daily staffing (not including those in training and riding the vehicle for training purposes) shall be paid a differential equal to a certain percentage of their hourly rate of pay. The differential shall only be paid on all hours assigned on the medic **transport-unit**. Assignment on a medic unit could include a partial tour. For example, Kafka and Locke are assigned to the medic **transport unit** for the twenty-four (24) hour tour. Kafka goes to dive training. Plato then comes in to cover for Kafka for four (4) hours. Kafka returns and balances the tour. Kafka gets twenty (20) hours of differential; Plato gets four (4) hours differential. Locke gets twenty-four (24) hours of differential. On **transport-vehicles-medic units** requiring the staffing of two (2) employees, the **transport medic unit** differential will only be paid to the two (2) designated employees, not any additional personnel that may be working on the same medic **transport unit** vehicle, unless authorized by the fire chief for extenuating circumstances. The differential is 6%.

For the Union:


Date: \_\_\_\_\_

For the City of Toledo:

Date: \_\_\_\_\_

10/28/24

JA nym

## 2125.101 Field Training Officer/Paramedic Training Officer

Effective January 1, 2019 upon ratification of the 2024-2026 agreement, Local 92 members below the rank of Lieutenant who are assigned to this Program will be called Field Training Officers (herein referred to as FTO/PTO) however, the Firefighter/Firefighter Paramedic shall remain in Salary Group 80. All firefighters who are selected to participate in this program will be assigned as a FTO/PTO on an individual voluntary basis only. Current FTOs/PTOs will not be required to reapply.

### A. Entry criteria for the FTO/PTO Program

1. The All applicants Applicant must have a minimum of three (3) years of continuous seniority with the Department at the time of selection. A PTO must also have at least two (2) years of experience as a Paramedic with the Department.
2. The goal of the Program being is the improvement of line operations and the sharing of experience. , a minimum of two (2) line personnel per shift, per battalion shall be maintained in the FTO/PTO Program. However, the The absence of a FTO/PTO will not require recall for the purposes of this program. Overall, this program shall have a minimum of thirty (30) participants.
3. The Applicant must have a commitment to training and development.
4. Applicants with line bids must be willing to be detailed on their assigned shift to accomplish training and evaluation duties when necessary.

- B. FTO/PTO's shall be selected by Committee to be composed of five (5) representatives: two (2) current FTO/PTO's, one (1) Senior Officer (min. 5 yrs promoted), the Fire Chief or their designee, and the Local 92 President or their designee. The Parties agree that the Fire Chief or their designee may consult with the Department Medical Director regarding PTO selection. At the start of the process, the two (2) FTO/PTO's will be selected from line assigned personnel (subject to waiver by Committee consensus) by the other three (3) members.

The FTO/PTO Selection Committee will consider the following criteria:

1. Performance evaluation by current Supervising Officer and Battalion Chief
2. Discipline history as defined in Section 2125.22 "Personal Service

Records”

3. Attendance record
  4. Prior performance as an FTO/PTO or Instructor
  - ~~5. **Personal interview before the Selection Panel**~~
  6. Review of prior work applicable to the position, which may include (but is not limited to) written reports of any type, general qualities of leadership and mentoring, and written recommendations from other members.
- C. ~~After interviewing all the candidates, the~~ **The** Selection Committee shall carefully consider all the factors presented and produce a list of FTO/PTO nominees. **Any applicant not selected for the program will be provided with the reasons for non-selection. When everything else is equal between two (2) candidates, the firefighter most senior shall be nominated. After the selection, all successful FTO/PTO candidates shall undergo either basic, or refresher FTO/PTO Training.** Those completing the training will be certified eligible for FTO/PTO service and compensation. **~~FTO/PTOs used in that capacity for any portion of the year shall be eligible for compensation.~~**
- D. Cause for removal shall be directly related to one or more of the criterion used in the selection process as listed above. Removal of the certification may be authorized only by the Fire Chief (or their designee) upon either the recommendation of the Selection Committee or as a result of the disciplinary process.
- E. After the selection, all successful FTO/PTO candidates will undergo either basic or refresher training. Those successfully completing the training will be certified eligible for actual FTO/PTO service and benefits.
- F. **FTOs/PTOs will be paid a 15% premium for any hours assigned by the Fire Administration or Chief Officer to train in the field. The Parties agree that this excludes training at the Fire Academy. FTOs/PTOs receiving the 15% premium listed under this article shall be ineligible for compensation under the 6% Transport Premium under Section 2125.97 for the same hours. FTOs/PTOs shall be paid the 15% premium for all hours riding a medic unit and assigned to train a new Paramedic.**

**The adjusted gross wage will not be considered as a new base wage rate. The 15% hourly premium is also independent of the consideration provided in Section 2125.44 “Training and Career Enhancement Program.”**

**Once a firefighter is a certified FTO/PTO, regardless if they are involved**

~~in actual training, the firefighter shall receive an annual stipend equal to three percent (3%) of the firefighter's annual wage, payable over the twenty-six (26) regular pay periods. The adjusted gross wage will not be considered as a new base wage rate. The three percent (3%) payment is also independent of the consideration provided in Section 2125.44 "Training and Career Enhancement Program."~~

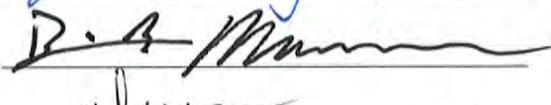
- G. The Parties agree that training assignments for FTOs/PTOs shall be distributed as fairly and equitably as possible.

~~A FTO/PTO that and has been placed on Transitional Duty status for a NON-DUTY illness or injury (Section 2125.106 "Transitional Duty") status for a period of more than ninety (90) days or has been placed in RESTRICTED DUTY status for a period of more than ninety (90) days shall relinquish their three percent (3%) FTO/PTO pay for the duration after ninety (90) days in this duty status. The three percent (3%) FTO/PTO pay shall be reinstated the first pay period the firefighter returns to full duty status. Only Firefighters who hold line bids shall be eligible for compensation under this program.~~

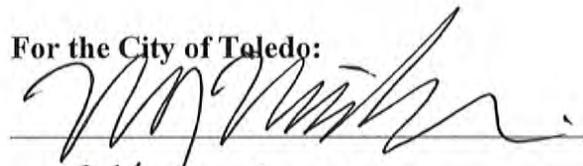
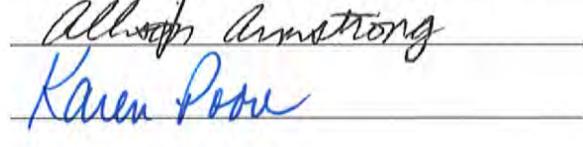
- H. The firefighter will retain FTO/PTO certification except where the firefighter receives a promotion above the rank of Firefighter or Firefighter/Paramedic, the firefighter chooses to withdraw from the Field Training Program, or where there is just cause for removal.

- I. In lieu of FTO/PTO pay, all members, including officers, on the platoon schedule who volunteer to go to the training academy for the purpose of training a new class of firefighters shall be given four (4) hours of comp time for each full week they spend off their platoon schedule at the academy. This time shall be added to their time bank upon their return to the line.

For the Union:

  
B. A. Mann  
  
Alison  
  
Paul  
  
John

For the City of Toledo:

  
Alison Armstrong  
  
Karen Poole

10/28/24

**For the Union:**

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

Date: \_\_\_\_\_

**For the City of Toledo:**

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

Date: \_\_\_\_\_

**2125.58 Minimum Staffing Requirements**

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

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

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

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

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

The minimum daily line strength shall be one hundred and thirteen (113). **Upon ratification of this agreement, all apparatus in service shall have ALS capability and staffing at all times. If ALS capabilities are not met due to unforeseen or unplanned circumstances or events, the Department shall have four (4) hours to rectify and comply with this standard prior to any grievance being filed. The parties agree that members may be sent out relieving to achieve this standard.**

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 apparatuses, or to changes in the types of apparatuses utilized.

For the purposes of this agreement, at the Chief's discretion, an apparatus (engine, truck or squad) may be taken out of service.

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.



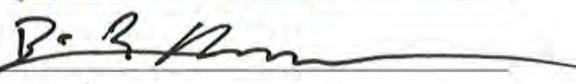
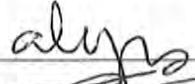
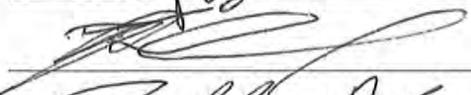
TA mjm

Regarding the paramedic differential, the Parties agree that, effective April 1, 2024, the current differential of 6% will increase to 8%.

Effective the first full pay period of January 2025, the differential will increase from 8% to 9%.

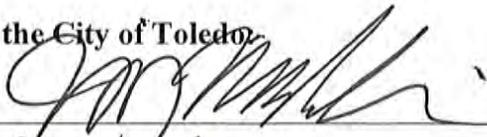
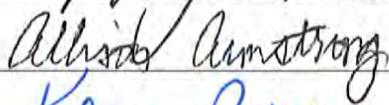
Effective the first full pay period of January 2026, the differential will increase from 9% to 10%.

**For the Union:**

  
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Date: \_\_\_\_\_

**For the City of Toledo:**

  
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Date: \_\_\_\_\_

10/28/24

TA ✓ 9/24/24

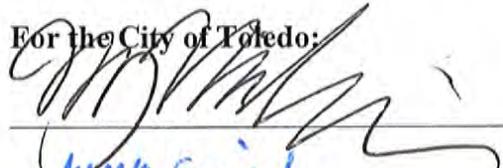
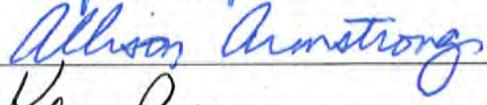
Additional Sections to Remain CCL:	
2125.26	New Employee Fringe Benefits
2125.68	Sick Pay Usage
2125.85	Meal Allowance

For the Union:

  
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Date: \_\_\_\_\_

For the City of Toledo:

  
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\_\_\_\_\_

Date: 9/24/24

TA ✓ nju

9/24/24

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-Fighter	80
Fire-Fighter/Paramedic	80
Fire-Lieutenant	81
<u>Fire-Lieutenant/Paramedic</u>	<u>81</u>
Fire-Captain	82
<u>Fire-Captain/Paramedic</u>	<u>82</u>
Fire Maintenance Bureau Supervisor	82
<u>Fire Communication Bureau Supervisor</u>	<u>82</u>
<u>Fire Arson Bureau Supervisor</u>	<u>82</u>
Fire Prevention Bureau Supervisor	82
Fire E.M.S. Bureau Supervisor	82
<u>Fire E.M.S. Annex Supervisor</u>	<u>82</u>
Fire Training Bureau Supervisor	82
Fire-#122 / Paramedic Supervisor	81

<del><b><u>Fire Communication Shift Supervisor</u></b></del>	<del><b><u>81</u></b></del>
Fire Prevention Administration Position	81
Fire Training Administrative Position	81
Fire- Arson Investigator	
Fire-Diver	
Fire-Boat Captain	
Fire-Driver	
Fire- <del><b><u>Confined Space Technical Rescue Team</u></b></del>	
Fire-Haz-Mat	

A Fire-Trainee shall not be assigned to perform emergency firefighting 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 Toledo Fire and Rescue Department.

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 Parties agree that the duties currently performed by those in the positions known as Fire Buildings Supervisor and Vector Administrator are not duties that exclusively belong to the Local 92 bargaining unit.**~~

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 Department shall have a 24-hour unit #123 EMS position on the line and staffed on a daily basis. The 24-hour #123 EMS position shall not**~~

**count toward daily minimum staffing.**

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.

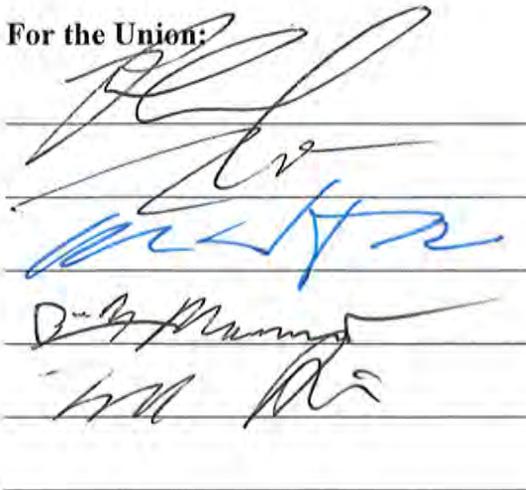
The administrative lieutenant positions shall be bid. If a vacancy remains unfilled after the completion of the bids, the chief shall follow current practice and transfer the least senior lieutenant into the position.

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. **The minimum number of Captains and Captain/Paramedics, combined, shall be no less than twenty-seven (27).**

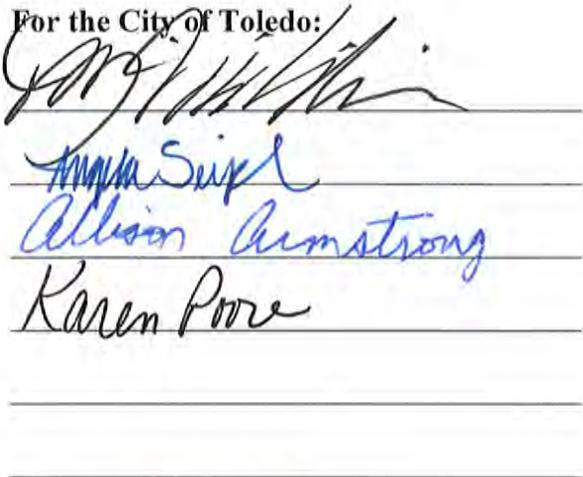
Any member selected by the chief to the above mentioned positions, that is above their current pay grade shall have a probationary period of two (2) years. If the chief has cause to deem that the designee has not been able to fulfill the duties of the position the designee may be removed from that position 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.

For the Union:

  
Four handwritten signatures in black and blue ink on a set of four horizontal lines.

Date: \_\_\_\_\_

For the City of Toledo:

  
Three handwritten signatures in blue ink on a set of four horizontal lines.

Date: 9/24/24

**2125.03 Nonrepresentation; Probationary Period**

The Union shall represent a new employee upon their completion of ~~their first sixty (60) compensated training at the Fire Academy workdays of employment in the Department~~, provided, however, that the Union shall not represent the employee in an issue pertaining to the acceptance or rejection of the employee during the remaining time of their probationary period, as fixed in section 2125.25.

~~The Union shall represent those new employees who have completed all training in advance of their first sixty (60) compensated workdays of employment in the Department.~~

The Union shall have the right to address any and all new trainees at some time during the first one hundred twenty (120) days of their employment while they are in attendance at their assigned duties. Such address is not to exceed two (2) hours and shall be for the purpose of informing new trainees of the existence of the Union and its function as representatives of the classifications included in the Bargaining Unit. Such address shall be scheduled through the Office of the Chief of Training.

**For the Union:**

  
B. B. Munn  
Alyson  
[Signature]  
[Signature]  
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**For the City of Toledo:**

Anna Sepl  
Kayla D. Frateso  
Allison Armstrong  
Bryce Blain  
[Signature]  
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Date: \_\_\_\_\_

Date: 1/30/24

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9/24/24

September 24, 2024

**2125.05 Union Dues Deduction**

In recognition of the Toledo Firefighters Local No. 92 as the sole bargaining agent and to promote harmonious and stable relationships between the Bargaining Unit and the City, employees within the Bargaining Unit shall, within thirty (30) days of this agreement, or upon completion of the employee's ~~first sixty (60) compensated workdays~~ training at the Fire Academy, whichever is later, either become members of the Toledo Firefighters Local No. 92 or share in the financial support of the Toledo Firefighters Local No. 92 by paying to the organization a service fee not to exceed the amount of the dues uniformly required of members of the Organization. The Union will establish a rebate procedure for fees deducted from non-members of the Association in accordance with O.R.C. 4117.09.

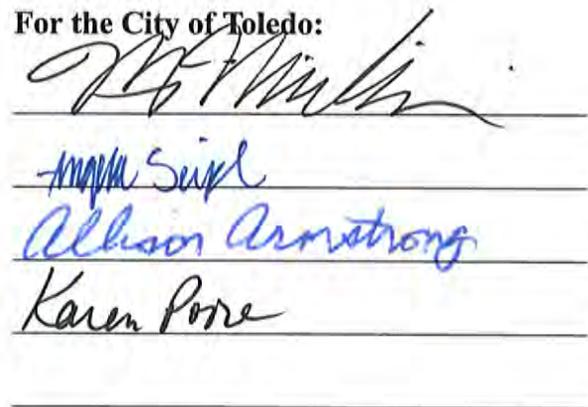
(A) The City will deduct any arrears in unpaid Union dues, initiation fees, service charges, and equal assessments owed to the Union, as well as current Union dues, initiation fees, service charges, and equal assessments from the paychecks of employees working in classifications included in the recognition clause herein. Deductions shall be made in half payments from the first two paychecks of the month for which current dues (payable in advance) and any initiation fees or service charges are due the Union. The City further agrees to remit to the Secretary - Treasurer of the Union, dues, initiation fees, service charges, and uniform assessments so deducted from the paychecks of the employees covered herein.

(B) The Union shall indemnify and save the City harmless against any liability that may arise out of, or by reason of, any actions taken by the City for the purpose of complying with the provisions of this section. In the event that the City is held to be responsible for the repayment of monies paid to the Union pursuant to this section, the Union, to the extent of those funds actually received, shall reimburse same to the City and/or the designated employees involved.

**For the Union:**



**For the City of Toledo:**



September 24, 2024

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Date: \_\_\_\_\_

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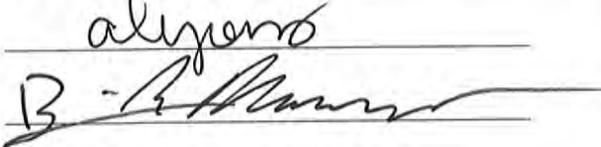
Date: 9/24/24

**2125.06 Credit Union**

The City agrees to deduct from the paycheck of the employees giving written authorization any monies directed by the employee to the authorized Credit Union.

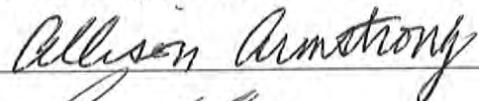
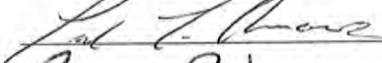
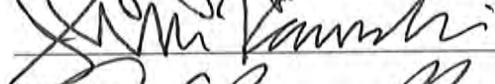
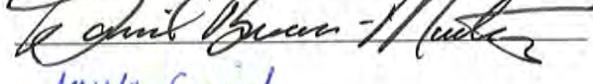
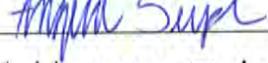
**Effective January 1, 2025, all employees must enroll, and remain, in the current direct deposit program for employee paychecks for the duration of their employment.**

**For the Union:**

  
  
  
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Date: 1/18/2024

**For the City of Toledo:**

  
  
  
  
  
  
  
  
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Date: 1/18/2024

MA mjr 9/24/24 September 24, 2024

**2125.09 Deferred Compensation Plan**

The City will make available during the term of this agreement the opportunity for all employees who have completed their ~~first sixty (60) compensated workdays~~ training at the Fire Academy to participate through payroll deduction in a deferred compensation plan (Section 401-K Plan or Section 457 Plan), developed and administered by a carrier designated by the City. Ohio association of professional firefighters 457 deferred compensation plan shall be a carrier designated by the city. It will be available beginning at the full implementation of the new payroll system. Each employee will be charged only for any loan origination fees.

**For the Union:**

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Date: \_\_\_\_\_

**For the City of Toledo:**

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Date: 9/24/24

**2125.10 Pledge Against Discrimination and Coercion**

The provisions of this Title of the Code shall be applied to all members of the bargaining unit, without discrimination as to age, sex, marital status, race, color, creed, national origin, sexual orientation, religion, ancestry, citizenship status, pregnancy, disability, genetic information or condition, gender identity or expression, military status or status as a veteran, or political affiliation. The failure of the City to apply this Agreement, without such discrimination, shall be subject to the provisions of the grievance procedure.

The City agrees not to interfere with the rights of the Fire and Rescue Department employees to become members of the Union and to maintain such membership and there shall be no discrimination, interference, restraint, or coercion by the City or its representatives against any employee acting in an official capacity on behalf of the Union. The Union recognizes their responsibility as the sole bargaining agent and agrees to represent all members in classifications included in the bargaining unit without discrimination, interference, restraint, or coercion. The Union agrees not to intimidate or coerce any Toledo Fire and Rescue Department employee in an effort to recruit membership.

**For the Union:**

*[Handwritten signatures for the Union]*  
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Date: 1/16/2024

**For the City of Toledo:**

*[Handwritten signatures for the City of Toledo]*  
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Date: 1/16/2024

**2125.11 Representation and Bill of Rights**

(A) The present practice of recognizing union stewards in the various stations, offices, shop and bureaus shall be continued for the purpose of promoting a harmonious relationship between the fire fighters and the City.

Authorized representative(s) of the Union shall have the right to visit the premises at any time during working hours for the purpose of investigating working conditions and compliance with the terms of this Title of Code, providing such representative(s) reports their presence through the company officer, to a Chief Officer of the Department upon entering the premises for such designated purpose, and such visit is to be made in such a manner as to not disrupt the Department operations.

Local 92 shall be granted 120 days per year union release time for the purpose of attending out of town union business as determined by the president. There shall be no carry over, from year to year, of unused release time. Local 92 shall give ten (10) business days notice of their intent to use release time unless conditions prohibit giving such notice.

Local 92 President or their designee will be granted full-time union release. The President or their designee shall have the ability to keep their current bid and maintain all bid rights.

**(B) For purposes of this section, a union representative is defined as a Local 92 Executive Board member or another member designated by the President.**

1. An employee **under investigation** has the right to the presence of **union legal** counsel and/or a **union** representative **of the member's recognized bargaining unit and at the union's discretion. The employee's representative has** the right of cross-examination of all witnesses at disciplinary hearings requested before the chief of the Toledo Fire and Rescue Department, the safety director, civil service commission and/or before an arbitrator. **The employee may elect to use their own legal counsel at their expense.**

2. An employee who is to be questioned as a suspect in any investigation of any criminal charge against the member shall be advised of the member's constitutional rights before any questioning starts.

3. Before an employee may be charged with any violation of the **division Department** rules and regulations for a refusal to answer questions or participate in an investigation, the member shall be advised that their refusal to answer questions, or participate in such investigation, may be made the basis of such a charge.

4. Any questioning or interview shall be conducted at a reasonable hour, preferably while the employee is working. Questioning sessions shall be for reasonable periods of time and time be allowed during the questioning for rest periods or for the other physical necessities.

5. The employee shall be informed of the nature of the investigation prior to any questioning.

6. When a single anonymous complaint is made against an employee and there is no corroborative evidence of any kind, the employee accused shall not be required to submit to questioning or make a report.

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

8. When an employee suspected of a violation is being questioned in a professional standards bureau investigation, such questioning shall be recorded at the request of either party.

9. An employee who has been charged with a violation of any **divisional Departmental** policies, or rules and regulations, shall upon request be provided the opportunity to inspect and obtain copies of transcripts, recordings, written statements and any other materials as a condition to its use at a hearing on such Charge. Such request must be made forty-eight (48) hours prior to the scheduled hearing time. However, the forty-eight (48) hour provision may be waived in the event of extenuating circumstances.

10. No hearing that may result in dismissal, demotion, suspension or reprimand shall be held unless the employee is notified of the hearing and the reasons for it at least seven (7) calendar days prior thereto.

11. Any evidence obtained in the course of a professional standards bureau investigation through the use of administrative pressures, threats, or promises made to the employee shall not be used in any subsequent criminal court action.

12. In the course of a professional standards bureau investigation, a polygraph examination will be administered only with the consent of the officer/firefighter under investigation. If in the course of an internal investigation, an employee has been given a polygraph examination; such examination shall not be used in any subsequent criminal court action.

13. When an employee is to be interviewed in an investigation of any other member of the fire division Fire Department, such interview shall be conducted in accordance with the procedure established herein. The employee has the right to union representation and/or union legal counsel at the union's discretion. The employee may elect to use their own legal counsel at their expense.

14. Any officer/firefighter brought before the professional standards bureau unit for investigation, has the right, upon request, to have present an attorney and/or a union representative, and/or union legal counsel at the union's discretion. The employee may elect to use their own legal counsel at their expense. Any information divulged at said hearing shall remain confidential.

15. If the rights of the employee who is under investigation as provided herein have been violated, the violation shall be subject to the grievance procedure.

16. Any member accused of criminal acts shall be advised of their Garrity rights prior to questioning.

For the Union:

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Date: 8 May 2024

For the City of Toledo:

*[Handwritten signature]*  
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*Allison Armstrong*  
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Date: 5/8/2024

**2125.12 Bulletin Boards**

City agrees to furnish, maintain, and locate bulletin boards in each station, bureau, shop and office for the use of the Union to post notices relative to legitimate Union affairs. ~~The union may also provide some form of electronic messaging at the station. Additionally, the Union shall be granted a daily conference call relative to legitimate Union affairs.~~ Articles posted on these organizational boards should be approved by an authorized representative of Local #92. The City or its representatives shall maintain the right to remove materials which are unauthorized and/or extremely distasteful or disruptive, e.g., racially or sexually motivated articles, comments, or pictures. Materials removed by the City representative are to be turned over to Local #92 at the earliest possible date. Prior to the removal of these materials, (when practicable) a Local #92 representative shall be notified.

**For the Union:**

*Paul Mori*  
*[Signature]*  
*[Signature]*  
*Alyson*  
*B. B. [Signature]*

Date: 1/18/2024

**For the City of Toledo:**

*Alison Armstrong*  
*[Signature]*  
*Bryan Blair*  
*[Signature]*  
*[Signature]*  
*John [Signature]*  
*Edmil Breen - Montes*  
*Amelia Suxd*  
*Kayla [Signature]*

Date: 1/18/2024

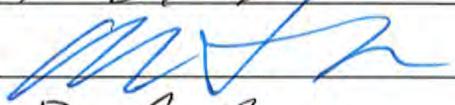
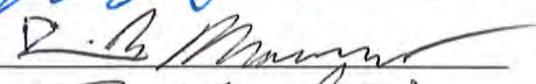
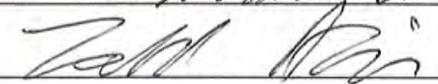
Local 92 reserves the right to make additions, modifications, alterations, amendments, deletions, and otherwise change the above proposal during and throughout negotiations.  
An agreement reached through negotiations is subject to ratification of the membership

JA n/n 9/24/24

**2125.14 Grievance Representatives**

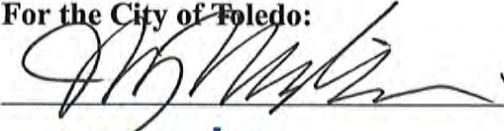
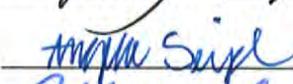
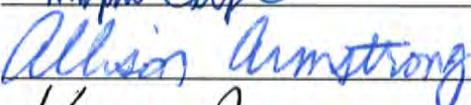
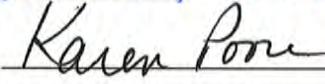
There shall be named, by the Union, a grievance committee chairman.  
~~with three (3) grievance representatives on each platoon.) These names shall be submitted to the Chief's office within seven (7) days after their selection.~~

**For the Union:**

Date: \_\_\_\_\_

**For the City of Toledo:**

Date: 9/24/24

DA 9/24/24  
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September 24, 2024

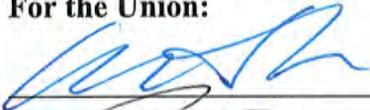
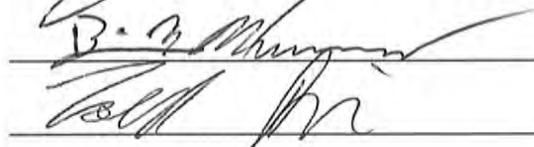
**2125.23 Relief from Duty**

No member of the Bargaining Unit shall be relieved from duty without first being afforded a hearing as provided in Section 2125.20 except where it is necessary to immediately relieve the member from duty for the safety and welfare of the community, or to preserve the good order and discipline of the Department. If a member is unable to work prior to hearing, due to incarceration, loss of **driver's license or, EMT-B certification, and/or Firefighter II** certification, the member will have the choice of using vacation time, comp time, or being taken off payroll. Uncompensated time will be credited toward any discipline given.

At the Fire Chief's discretion, the member may be placed on restricted duty with pay until they obtain the required driver's license, EMT-B certification, and/or Firefighter II certification.

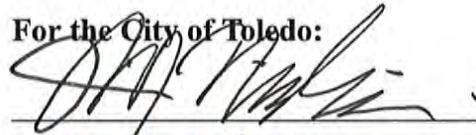
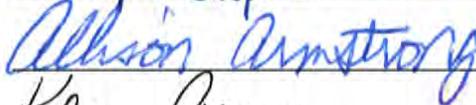
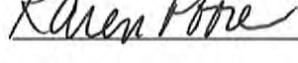
If the member is not able to obtain the required driver's license, EMT-B certification, and/or Firefighter II certification after one (1) year, the member may be terminated.

For the Union:

  
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Date: \_\_\_\_\_

For the City of Toledo:

  
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Date: 9/24/24

TA ✓ mgn  
9/24/24**2125.30 Promotions**

Upon the expiration of the current Lieutenant and Captain eligibility lists established ~~April 7, 2024~~ May 15, 2024, 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. 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 hundred (100) working tours as a Paramedic assigned to a life squad, with the Toledo Fire and Rescue Department.

Members hired after 1/1/2002 must have their Paramedic certification and participate in the TFRD Paramedic Program in order to test for and be promoted to Lieutenant and Captain. They must maintain their Paramedic certification and participation in the TFRD Paramedic Program thereafter. Paramedic credentials will be checked the day before the promotional test, the day before promotion, and on at least an annual basis thereafter. Members must submit all required documentation.

For members hired after 1/1/2002, loss of Paramedic certification or failure to participate in the TFRD Paramedic Program may result in demotion to Firefighter from any promoted rank. In the event that the member gets their Paramedic certification back, the member must undergo the entire promotional process again.

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.

In order to be eligible to take the written test, the candidate must be eligible for promotion, based on seniority and discipline, within 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%)
4. Discipline (15%)

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:

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 three (3) months after the establishment of the previous promotional eligible list to mutually determine the material for the next promotional exam. The material will be posted within 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.

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 weighted 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 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. **A candidate may appeal the outcome of an assessment center evaluation. The appeals process shall include audio and video recordings of assessment center exercises that are used as part of the evaluation.**

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.

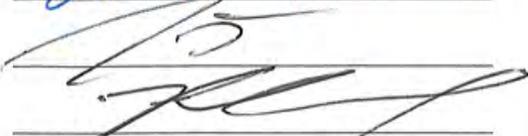
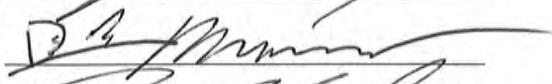
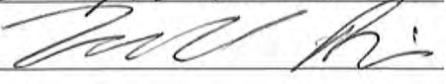
### Review of Candidate Selection

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:

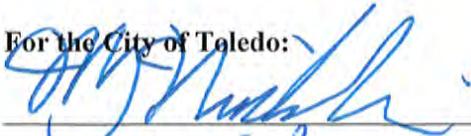
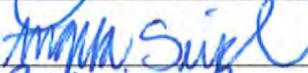
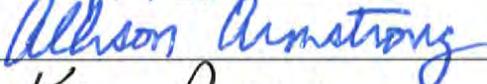
The Fire Chief or designee  
Local 92 President or designee (not involved in process)  
Human Resource Director/Commissioner or designee

For the Union:

  
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For the City of Toledo:

  
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Date: 9/24/24

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JH mjm 9/24/24

**2125.32 Filling Vacancies in Promoted Ranks**

Permanent Vacancies: ~~Effective January 1, 1997 and thereafter through the life of this contract,~~ The total number of budgeted positions within salary groups 81 and 82 shall not be less than 120 ~~+23~~. The minimum number of Captains shall be no less than twenty-seven (27). This includes Fire-Captains and Fire-Captain/Paramedics. All vacancies shall be filled within thirty (30) days provided there is an eligibility list available unless there has been a reduction in budgeted manning levels which reduces the number of Fire Companies in service. In the event that there is no list available at the time the vacancy occurs, then the vacancy shall be filled within thirty (30) days after the list has been established. A promoted officer shall be in a promotional probationary period for forty-five (45) on-duty tours of duty, or for officers promoted to a position on a regular forty (40) hour work schedule, one hundred twenty (120) days of actual work in their former rank during this period, they shall be reinstated to their former rank. In the event the officer is found to be unsuited for the work of the new rank, they shall be afforded a hearing in the Chief's office. The employee who has been reduced in rank shall have the right to appeal the action of the Chief in reducing them through the third step of the Grievance Procedure.

Calculations for a Vacant Position

So long as there is an eligibility list, promotions required as a result of the staffing requirements in Section 2125.02 "Classifications" shall use the following recalculation date: The effective date on the PAF2 of the highest ranked position, within this bargaining unit, which causes the subsequent promotions, shall be used as the date for recalculating the composite score based on updated seniority and discipline points. The recalculations will not be retroactive. The Monitoring Panel (as referenced in Section 2125.30 "Promotions") shall meet within five (5) business days (as that term is defined in Section 2125.20 "Suspension or Disciplinary Action") to review the selection. For purposes of the promotion, on the date the Monitoring Panel meets ~~will determine~~ seniority and back pay minus any acting time will be determined.

All other promotions outside of the staffing requirements in Section 2125.02 "Classifications" shall use the following recalculation date: The date of the final approved requisition shall be used as the date for recalculating the composite score based on updated seniority and discipline points. The recalculations will not be retroactive. Further, the member's seniority shall be considered the effective date of promotion.

(A) Temporary Vacancies: All temporary vacancies in the promoted ranks within the Toledo Fire and Rescue Department shall be filled. Any

Local 92 reserves the right to make additions, modifications, alterations, amendments, deletions, and otherwise change the above proposal during and throughout negotiations. An agreement reached through negotiations is subject to ratification of the membership