

**AGREEMENT BETWEEN
THE TOLEDO POLICE COMMAND
OFFICERS' ASSOCIATION**



AND

THE CITY OF TOLEDO



JANUARY 1, 2018 – DECEMBER 31, 2020

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2109.01 Toledo Police Command Officers' Association Recognition

The City of Toledo agrees to recognize the Toledo Police Command Officers' Association as the sole and exclusive bargaining agent for the employees of the City of Toledo working in the classifications that are listed in Section 2109.02 of this Article in all matters regarding wages, hours of work and all other conditions of employment.

2109.02 Classifications

The Classifications included in the bargaining unit are set forth herein:

| CLASSIFICATIONS GROUP | SALARY |
|----------------------------------|---------------|
| Police Sergeant | 91 |
| Police Lieutenant | 92 |
| Police Captain | 93 |
| Secretary of Police | 93 |

Whenever in this agreement, reference is made to Employee, Regular Employee, Command Officer, Regular Command Officer, or Officer, it shall be understood that the provision is intended to apply to bargaining unit positions only, equally and without discrimination.

2109.03 Other Agreements

The City shall not negotiate nor make any collective bargaining agreement or contract with any of the Command Officers working in the classifications covered herein individually or collectively; provided, however, that the City may have Captains who accept assignment to the Deputy Chief rank on a Pro-Tem basis sign an employee contract with the City acknowledging the conditional status of the assignment. Any agreements entered into between the City and the employees covered herein shall be through duly authorized representatives of the Association. Any other agreements, with the exception of the employment contract referenced above, shall be of no effect.

It is understood that should the Deputy Chief Pro-Tem return to his permanent rank as Police Captain, he shall be entitled to all previous benefits.

2109.04 Authorization Card

The City agrees that payroll deductions shall be made in accordance with the dues authorization card submitted by the Command Officers. The Association agrees to hold the City harmless in the event of any dispute between a member and the Association.

2109.05 Credit Union

The City agrees to deduct, from employees giving written authorization, bi-weekly or monthly, any monies for any authorized Credit Union and remit same to such authorized Credit Union by separate check.

2109.06 Savings Bonds and United Way and Community Shares

The City agrees to deduct from Command Officers giving written authorization, any monies for the United Way, and Community Shares Payroll Deduction Program and remit such withholdings to the proper authorities.

Command Officer Participation in either of these programs shall be strictly on a voluntary basis. Command Officers may continue to assist in the distribution and administration of the listed programs.

2109.07 Command Officers' Life Insurance Fund

The City agrees to continue to make deductions for life insurance to protect dependents of deceased Command Officers and to remit such funds to the Toledo Police Insurance Fund.

2109.08 Association Dues Deductions

In recognition of the Toledo Police Command Officers' Association services to the Bargaining Unit and to promote harmonious and stable relationships between the Bargaining Unit and the City, Command Officers **upon promotion from Patrol Officer shall meet with a member of the Toledo Police Command Officers' Association to discuss membership in the Toledo Police Command Officers' Association and review the consent form for membership and dues deduction. If a Command Officer signs the consent form, a copy of the member's consent form will be immediately sent to the City of Toledo Division of Payroll.** ~~within the Bargaining Unit shall within thirty (30) days of this agreement, or their date of promotion, whichever is later, either become members of the Association or share in the financial support of the Toledo Police Command Officers' Association by paying into the Association a service fee not to exceed the amount of dues uniformly required of members in good standing of the Toledo Police Command Officers' Association.~~

(a) The City will deduct any arrears in unpaid Association dues, initiation fees, service charges, and any assessments owed to the Association, as well as current

Association dues, initiation fees, service charges and special assessments from the paychecks of **employees who are members of the Toledo Police Command Officers' Association and have signed current consent forms.** ~~working in classifications included in the Recognition Clause herein.~~ Such deductions shall be made from the first paycheck of the month for which current dues (payable in advance) and any initiation fees, or service charges that are due to the Association. The City further agrees to remit to the Financial Secretary of the Association, dues, initiation fees, service charges and uniform assessments so deducted from the **member** paychecks ~~of the Command Officers covered herein.~~ The City shall provide the Association with a quarterly report of payroll deductions on each Command Officer.

(b) ~~The Association will establish a rebate procedure for fees deducted from non-members of the Association in accordance with O.R.C. 4117.09.~~ **The City of Toledo Division of Payroll will accept cancellations of dues check offs forwarded by the Union and accompanied with a cover letter signed by the Union President or his/her designee. The cover letter will include the name of the member(s) that submitted a dues cancellation notice. Upon receiving the cover letter, the City will promptly process the request and stop the dues payroll deduction.**

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

(c) The Association shall indemnify and hold the City harmless against any liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Section of the Agreement. In the event that the City is held to be responsible for the repayment of monies paid to the Association pursuant to this section, the TPCOA to the extent of those funds actually received shall reimburse to the City and/or the designated Command Officers involved.

2109.09 Deferred Compensation

The City shall make available during the term of this agreement the opportunity for all Command Officers to participate through payroll deduction in a Deferred Compensation Plan (Section 401-K Plan or Section 457 Plan) developed and administered by a provider designated by the City.

The City shall make available during the term of this agreement the opportunity for all Command Officers to participate through payroll deduction in a Section 401-K Plan. Command Officers participating in the 401-K loan program shall pay all loan application and processing fees. The TPCOA will participate in a joint labor-management committee to choose the administrator of the 401-K Plan.

2109.10 Pledges against Discrimination and Coercion

The provisions herein shall be applied equally to all applicants for employment as well as all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The failure of the City to apply the provisions herein without discrimination when brought to the attention of the Bargaining Agent shall be subject to the provisions of the grievance procedure.

Particularly, it is the express intent that this Title of the Code shall not be interpreted in such a manner as to cause or constitute a violation of any law, specifically including Title VII of PL-88-352, as amended, known as the Equal Employment Opportunity Act of 1964.

All references to employees(s) in this Title designate both sexes. The City agrees not to interfere with the rights of the employee(s) to become members of the Bargaining Agent, and there shall be no discrimination, interference, restraint, or coercion by the City or its representatives against any employee activity in an official capacity on behalf of the Bargaining Agent.

The Bargaining Agent recognizes its responsibility and agrees to represent all employee(s) in the Bargaining Unit without discrimination, interference, restraint or coercion. The Bargaining Agent agrees not to intimidate or coerce any employee in an effort to recruit membership in the Bargaining Unit.

2109.11 Representatives

The Association shall be represented by the Executive Board of the Association. The Executive Board members shall be selected as provided by the by-laws and constitution of the Toledo Police Command Officers' Association. The Association shall furnish the names of the representatives to the Human Resources Department, the Chief of Police and the Safety Director.

2109.12 Association Business

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

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

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

2109.13 Rights to Visit

Any authorized representative of the Association shall have the right to visit the premises at any time during working hours for the purpose of investigating compliance with the terms herein, after notification of the Section Commander or supervisor in charge.

The City will make every effort to allow meetings between Association members and their representatives to be held in a private setting.

2109.14 Grievance Procedure

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

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

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

parties agree that the subject matter of the grievance lies outside the jurisdiction of any of the grievance respondents, the steps of the grievance procedure may be reduced in order to facilitate the grievance process.

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

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

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

Fourth Step: If the Mayor or his designee is unable to settle the grievance within fifteen (15) work days after it was submitted to him, the Association shall have the right to submit the grievance to arbitration by giving the City written notification within thirty (30) work days. When a grievance is to be submitted to arbitration, both parties agree to ask the Federal Mediation and Conciliation Service to submit a list of seven (7) names of citizens who are available for service as arbitrators. The City and the Association shall alternately strike one (1) name from the list. The side to strike the first name shall be chosen by a coin toss.

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

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

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

2109.15 Expedited Labor Arbitration Rules

The City and the Association shall jointly establish a list which will be defined as an expedited labor arbitration panel. All grievances referred to this panel will be by mutual consent.

The panel of labor arbitrators will be comprised of ten (10) persons and shall be selected from a panel of twenty-five (25) arbitrators as forwarded by the Federal Mediation and Conciliation Service. The list shall be put in random order as selected by the parties after a coin toss to determine the first selector. An arbitrator, upon rendering a decision, shall be placed in the tenth (10th) position and the person originally listed as second will become the next arbitrator so assigned.

The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit a full presentation of the evidence and arguments of the parties. There shall be no stenographic record of the proceedings, but the arbitrator shall make an appropriate record of the proceedings. Normally, the hearing shall be completed in one (1) day. In unusual circumstances and for good cause shown, the arbitrator may extend the hearing beyond one (1) day, and schedule an additional hearing, within five (5) work days.

There shall be no post hearing briefs.

The arbitration may proceed in the absence of any party who, after due notice, fails to be present. An award shall not be made solely on the default of a party. The arbitrator shall require the attending party to submit supporting evidence.

The arbitrator shall be the sole judge of the relevancy and materiality of the evidence offered.

When both sides have completed their presentations, the arbitrator shall ask whether either party has any further evidence to offer or witnesses to be heard. Upon receiving negative replies, the arbitrator shall declare and note the hearing closed.

The award shall be rendered promptly by the arbitrator and, unless otherwise agreed by the parties, not later than five (5) work days from the date of the close of the hearing.

The awards shall be in writing and shall be signed by the arbitrator. If the arbitrator determines that an opinion is necessary, it shall be in summary form.

The expenses of non-City employee witnesses for either side shall be paid by the party producing such witnesses. City employees called as witnesses shall be paid if called during normal working hours.

The arbitrator shall interpret and apply these rules insofar as they relate to the arbitrator's powers and duties.

The decision rendered by the arbitrator shall not be precedent setting, but will be final and binding on the specific issue involved.

2109.16 Command Officers' Bill of Rights

(a) A Command Officer has the right to the presence of counsel and/or a representative of his recognized bargaining unit and the right to cross examine witness's at all disciplinary hearings before the Chief or his designee, Safety Director and the Civil Service Commission.

When a Command Officer is summoned to appear before the Firearms Review Board, he may, at his option, bring a representative from the Command Officers' Association. At his option, the Command Officer involved may request the Chief of Police or his designee to review the actions of the Firearms Review Board. This request must be submitted in writing within five (5) work days after being made aware of the findings of the Board. The Chief or his designee shall make a review of this decision and will within five (5) work days notify the Command Officer involved that he has either upheld, modified or overruled the actions of the Firearms Review Board.

If the Chief appoints a designee, said designee will be identified prior to the hearing. The Command Officer has the right to object to one designee only. All Deputy Chiefs are eligible for consideration as a designee.

(b) A Command Officer who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his Constitutional Rights before any questioning starts, and shall not be required to waive said rights. Internal Affairs questioning of the command officer named in the criminal complaint and any administrative charges against that command officer, shall be delayed until after the trial stage of the criminal case provided: (1) the officer involved declines to participate in the

administrative investigation and (2) the command officer removes himself/herself from duty without pay.

(c) No Command Officer may be charged with any violation of the Departmental rules and regulations for a refusal to answer questions, or participate in an investigation concerning any incident which is criminal in nature and when the Command Officer is off-duty and not representing himself as a Police Officer. Before a Command Officer may be charged with violation of Departmental rules and regulations for not answering questions or refusing to participate in any other investigation he shall be advised that refusal to answer such questions may be made the basis of such charge.

(d) Any interrogations, questioning, or interview shall be conducted at a reasonable hour, preferably while the employee is working. Interrogation sessions shall be for reasonable periods of time, and time shall be allowed during the questioning for rest periods or for other physical necessities. The Command Officer has the right to the presence of an Association representative and/or an attorney during these sessions.

(e) The Command Officer shall be informed of the nature of the investigation prior to any questioning and if needed a reasonable amount of time to consult with his/her Association representative and/or attorney.

(f) When a single anonymous complaint is made against a Command Officer, and there is no corroborative evidence of any kind, the Command Officer accused shall not be required to submit to interrogation, nor shall the Command Officer be required to submit a report either to Internal Affairs or to the Section head or his designee.

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

(h) When a Command Officer suspected of a violation is being interrogated in an Internal Affairs investigation, such interrogation shall be recorded at the request of either party.

(i) At any time after a Command Officer has been charged with a violation of Departmental rules and regulations, both the City and the Command Officer shall, upon request, be provided the opportunity to inspect and copy all transcripts, recordings, written statements, notes and any other material generated during this investigation. Both parties shall have equal rights in regard to access of information.

(j) No hearing that may result in dismissal, demotion, suspension or reprimand shall be held unless the Command Officer is notified of the hearing and the reason for it at least five (5) work days prior thereto.

(k) Any evidence obtained in the course of an internal investigation through the use of administrative pressures, threats or promises made to the Command Officer shall not be used in any subsequent criminal court action.

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

(m) When a Command Officer is to be interviewed in an investigation of any other member of the Police Department, such interview shall be conducted in accordance with the procedure established herein.

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

(o) Investigations by Internal Affairs involving Command Officers with regard to minor violations shall be completed within thirty (30) work days. An individual Command Officer and the Command Officers' Association shall be notified of the status (minor/major), of any complaint prior to said Command Officer being required to respond to said complaint either in written or oral form. For the purposes of the notification to the Command Officers' Association in this paragraph, notification shall be deemed complete by the placing of a time-stamped memo in the Association mailbox at the Safety Building.

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

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

2109.17 Drug and Alcohol Testing

(1) Policy Statement.

The Police Department recognizes illegal drug usage **and abuse of alcohol** as a threat to the public safety and welfare and to the employees of the Department. Thus, the Police Department will take the necessary steps, including drug **and alcohol** testing, to eliminate illegal drug use **and alcohol abuse**. The goal of this policy is prevention and rehabilitation rather than termination. **All officers shall be eligible for random drug and alcohol testing.**

(2) Definitions.

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

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

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

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

(4) Basis for Ordering an Employee to be tested for Drug or Alcohol Abuse.

Employees may be tested for drug or alcohol abuse under any of the following conditions:

(a) Where there is reasonable suspicion that the Command Officer to be tested is using illegal drugs.

(b) Where there is reasonable suspicion that the Command Officer to be tested is using or abusing alcohol while on duty.

(bc) Those Command officers who are assigned to the Property Management Unit, Drug and Gang Reduction Team (DAGR) Gang Task Force, Vice Narcotics, Special Investigation Section, Tactical Operations Team Special Weapons and Tactics, Metro Drug Task Force, Canine Unit, Bomb Squad, or Property Recovery may be tested once annually for drugs as defined herein.

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

(de) Additionally, police officers may be randomly tested annually. A random selection process will be devised but this will not preclude any officer from being tested more than one time per year.

(ef) Drug **and/or alcohol** testing may occur post accident in the event of a vehicular accident in which there is significant property damage (over \$200) and/or personal injury.

(fg) Drug **and/or alcohol** testing may occur after any shooting incident by a police command officer.

All orders requiring employees to submit to drug **and/or alcohol** testing shall be in writing, setting forth the reasonable suspicion before the test is ordered.

(5) Drug Testing Samples.

Drug testing will be conducted with either urine samples, hair samples or blood draws. Hair samples and blood draws will only be conducted upon mutual agreement of the employee and the City.

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

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

A professional medical interview with the employee prior to the test will serve to establish use of drugs currently taken under professional medical supervision.

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

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

(6) Breath Testing

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

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

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

An initial positive level of .04 grams per 210 L of breath shall be considered positive for purposes of authorizing a confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples

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

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

(67) Testing Procedures.

The laboratory selected by the City to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in such testing. The testing or processing phase shall consist of a two-step procedure:

- (i) Initial screening step.
- (ii) Confirmation step.

The sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report will not be considered positive; rather it will be classified as confirmation pending. Where a positive report is received, specimens shall be maintained under secure storage for a period of not less than one (1) year. Any sample which has been adulterated or shown to be a substance other than the type of sample secured, shall be reported as such. All test results shall be evaluated by a suitably trained occupational physician or occupational nurse prior to being reported. All unconfirmed positive test records shall be destroyed by the laboratory. Test results shall be treated with the same confidentiality as other employee medical records. Test results used as evidence for disciplinary action shall also be entitled to the same confidentiality.

(78) Disciplinary Action.

Employees who as a result of being ordered to be drug **and/or alcohol** tested are found to be abusing drugs **and/or alcohol** may be subjected to dismissal. Refusal to submit to a drug **and/or alcohol** test, adulteration of, or switching a sample may also be grounds for dismissal. Voluntary submission to a chemical dependence program can be a basis for consideration prior to imposition of a penalty.

(89) Right to Appeal.

An employee disciplined as a result of a drug test has the right to challenge the results of such drug **and/or alcohol** test through the disciplinary appeal procedures in Section 2109.19.

(910) Voluntary Participation in a Dependency Program.

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

Although an employee will not be subject to disciplinary action where the employee voluntarily submits to treatment as discussed above, the Police Department reserves the right to insure that the Command Officer is fit for duty, including but not limited to requiring the officer to submit to drug and alcohol testing as ordered by the Chief. Such testing shall be permitted to occur within one year after the Command Officer returns to duty. An employee found temporarily unfit for duty because of drug **and/or alcohol** abuse shall be treated as are those similarly situated, i.e. sick leave, temporary reassignment, if available.

(1011) Duty Assignment after Treatment.

Once an employee successfully completes rehabilitation and is fit for duty, the employee shall be returned to regular duty assignment, except that the employee's return to Property Management **Unit**, ~~Property Recovery~~, Bomb Squad and Vice-Metro shall be at the discretion of the Chief of Police. Employee reassignment during treatment shall be at the discretion of the Chief of Police based on each individual's circumstances. If follow-up care is prescribed after treatment, this may be imposed as a condition of continued employment. Once treatment and any follow-up care is completed, at the end of two (2) years the records of treatment and positive drug **and/or alcohol** test results shall be retired to a closed medical record. The employee shall be given a fresh start with a clean administrative record, except that discipline records shall be retained as is provided for in Section 2109.22.

(1112) Right of Association Participation.

At any time, the Association, upon request, will have the right to inspect and observe any aspect of the drug **and/or alcohol** testing program with the exception of individual test results. The Association may inspect individual test results if the release of this information is authorized by the employee involved.

(1213) Association Held Harmless.

This drug **and/or alcohol** testing program is initiated solely at the behest of the employer. The Police Department shall be solely liable for any legal obligations and costs arising out of an employee's claims based on constitutional rights regarding the

application of this Section of the collective bargaining agreement related to drug **and/or alcohol** testing. The Association shall be held harmless for the violation of any employee's constitutional rights.

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

2109.18 Relief from Duty

No employee shall be relieved from duty without first being afforded a hearing as provided in Section 2109.19 (Suspension or Disciplinary Action) except where it is necessary to immediately relieve the employee from duty for the safety and welfare of the community, or to preserve the good order of the Department.

When a Command Officer is to be relieved of duty as a result of a disciplinary hearing, such action shall be taken at a private setting away from the Command Officer's work station by an appropriate Command Officer.

2109.19 Suspension and Disciplinary Action

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

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

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

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

If the Chief appoints a designee, said designee will be identified prior to the hearing. The Command Officer has the right to object to one designee only. All Deputy Chiefs Pro-Tem are eligible for consideration as the designee. The Police Chief or his designee shall hear the evidence in support of the charges and the evidence in the defense of the charges and shall endeavor to ascertain the truth of the charges. The Internal

Affairs Section shall present all evidence both favorable and unfavorable that has been gathered during its investigation. The Chief of Police shall take whatever disciplinary action is merited based on the evidence he has heard.

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

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

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

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

2109.20 Reprimand

In the event that a supervisor finds it necessary to verbally reprimand a Command Officer, the Command Officer shall be made aware that a record of such reprimand is being maintained in the supervisor's files or records. The supervisor shall provide the Command Officer with a copy of the supervisor's notations. The Command Officer shall acknowledge receipt of same by signing and dating the original copy of the record. The Command Officer shall be given the opportunity to review the contents of such files or records with the supervisor.

In the event that a verbal or written reprimand is issued that is to be made part of the official personnel record of the Command Officer, then the Command Officer shall have five (5) work days in which to request, in writing, a hearing before the Chief or his designee if he so desires.

If the matter cannot be resolved at such hearing, the Command Officer shall have the right to appeal, in writing, to the Director of Public Safety, within five (5) work days after the Chief's decision. The written appeal shall not exceed four (4) typed, double spaced pages. The Director shall consider such appeal and render a decision within ten (10) work days after his receipt of the written appeal. The decision of the Director of Public Safety shall be final.

When it becomes necessary for a supervisor to reprimand a Command Officer, it shall be done with discretion in a manner as not to cause public embarrassment to the Command Officer. However, this does not preclude supervisors from taking immediate action to resolve an ongoing situation.

2109.21 Retraining

Counseling is not a disciplinary step and should not be used when employees are in direct violation of Department guidelines, policies, rules and procedures. Counseling shall be regarded as a suitable step of retraining dealing with employees who, by their actions have shown lack of understanding of Department guidelines, policies, rules and procedures. It is to be understood that counseling is to be considered as retraining and shall not be used in a punitive nature (i.e. considered negatively when the Command Officer is being considered for promotion or assignment transfer).

When it becomes necessary for a supervisor to counsel an employee, it shall be done in private in a manner which will not cause embarrassment to the employee. The employee shall be made aware that a record of such counseling is being maintained in the supervisor's files or records and the employee shall be given a copy of the supervisor's notation. The employee shall acknowledge receipt of same by signing and dating the original copy.

All counseling records shall be removed from files after a period of one (1) year from date of issuance.

2109.22 Personal Service Records

Any Command Officer shall be permitted to review his/her Personal Service Records, and shall receive, at his/her request, a copy of all additions thereto. The Personal Service Record of a Command Officer is to be cleared of any offenses by the following schedule:

(a) All reprimands shall be removed from the record after two (2) years from the date of the reprimand provided no further disciplinary action has occurred during that time. If further discipline has occurred, the reprimand will be held in the Personal Service Record for an additional time period not to exceed six (6) months beyond the original two (2) year time period.

(b) All suspensions of less than thirty (30) days shall be removed from the Personal Service Record after three (3) years from the date of the suspension provided no further disciplinary action has occurred during that time. If further discipline has occurred, the suspension will be held in the Personal Service Record for an additional time period not to exceed six (6) months beyond the original three (3) year time period.

(c) Any suspension of thirty (30) days or more shall be removed from the Personal Service Record after five (5) years from the date of the suspension provided no further disciplinary action has occurred during that time. If further discipline has occurred, the suspension will be held in the Personal Service Record for an additional time period not to exceed six (6) months beyond the original five (5) year time period.

(d) Reprimands, as set forth in (a) above, may be removed after one (1) year from the date of the reprimand at the discretion of the Chief of Police. Suspensions, as set forth in (b) and (c) above, may be removed after two (2) years one at the discretion of the Chief.

It shall be the responsibility of the Command Officer to request that the Chief of Police consider the expungement of those documents as defined within this section.

2109.23 Record Retention

The City shall destroy all Internal Affairs investigative files relating to Command Officers according to the following schedule:

Documents from investigations resulting in suspensions of more than thirty (30) days: Five (5) years.

All other documents relating to investigations of Command Officers: Four (4) years.

The above period shall commence upon issuance of the reprimand, Safety Director's decision, or the Chief's decision when it is accepted. In investigations resulting in a finding of exonerated, non-sustained, or unfounded, the period shall commence upon such finding.

The City may maintain a statistical record showing numbers, types, and levels of discipline and a statistical profile of officers disciplined, but shall not maintain any records identifying individual officers beyond the specified periods.

If the Association intends to introduce any disciplinary records at any appeal hearing that are not available to the City because they have been destroyed under this Section, the Association shall provide those records in advance to the City, and the admissibility of those records shall be determined by the Administrative Hearing Officer and/or arbitrator.

2109.24 Resignation

Any Command Officer whose removal from the service is sought may resign at any time prior to the hearing in front of the Director of Public Safety or the decision of the Director if no hearing is held. Said decision shall not be rendered sooner than five (5) work days after the decision of the Chief of Police is rendered. The Command Officer's work record shall then show that he resigned of his own accord. Upon request, a copy of said work record shall be furnished to the Command Officer upon his resignation.

2109.25 Seniority

Seniority in rank shall mean length of time in rank and shall be used for preference in the selections of the Command Officer's vacation periods, acting time as provided in Section 2109.34 (Acting Time) and eligibility to take promotional examinations in the Department.

Department seniority shall be the date of the employee's appointment to the Department of Police Operations and the total length of his continuous service after that date and shall be used for the purpose of determining layoff and recall rights.

Where more than one employee has been appointed to the Department on the same date, then Departmental seniority shall be in accordance with the employee's position on the appointment list. In the event of identical scores on a promotional list, then total Departmental seniority shall apply.

2109.26 Seniority During Industrial Disability

An employee who is unable to work because of an industrial (service connected) disability shall accumulate seniority during this period of sickness or disability not to exceed two (2) years duration, unless by mutual agreement this period is extended in writing.

2109.27 Promotions

When names from a promotional competitive list have been certified to the Department, the Chief shall afford an interview to the employee so certified. Command Officers who work the 2000 x 0400 or midnight shifts shall not be scheduled for an interview within eight (8) hours of the end of the Command Officer's tour of duty.

When the Police Chief does not intend to appoint the employee who is eligible for promotion, then he shall inform the employee he has not been selected, and when requested, the reason for his being not selected. The employee who is not selected shall have the right to appeal the action of the Chief in not appointing him, to the Director of Public Safety as provided in the Third Step of the grievance procedure within three (3) work days after having been informed of the fact that he is not selected. The Mayor shall

review the selection of the Chief of Police and render a final determination as to the adequacy of the reason for the employee being not selected.

When the employee has filed a grievance under this procedure, then the position shall not be filled until the action of the Department head has been reviewed as provided herein.

An employee promoted to the higher rank as a result of certification from a promotional list shall be paid the full rate of the rank to which he has been promoted from the date of appointment to the rank. A promoted officer shall be in a promotional probationary period for the first one hundred eighty (180) calendar days of service in his new rank. In the event the officer is found to be unsuited for the work of the new rank or he desires to return to his former rank during this period, he shall be reinstated to his former rank.

Returns to Unit: In the event of a layoff, or in the event the Chief of Police reassigns a Deputy Chief Pro Tem to the rank of Captain, or a Deputy Chief Pro Tem desires to return to that rank of his own volition, the Deputy Chief Pro Tem may return to the bargaining unit as a Captain.

2109.28 Performance Evaluation

The City of Toledo and the TPCOA will work together to develop and implement a reliable, valid and consistent system of performance evaluation for Command Officers at each rank.

2109.29 Vacancies

The minimum number of budgeted Command positions in the Police Department shall be 134, which shall be maintained at no less than that level, subject to the layoff procedure of section 2109.30 where a lack of work or funds would necessitate a reduction of this number through layoffs.

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

3 Deputy Chiefs *Pro Tem*

6 Captains

28 Lieutenants

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

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

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

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

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

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

2109.30 Layoff Procedure

When there is a lack of work or funds which makes necessary a reduction of the work force then the City shall lay off employees in accordance with the procedure outlined herein.

In making layoffs of permanently certified employees, no command officer shall be laid off unless all police officers, regardless of rank or union association, with less departmental seniority have been laid off.

Vacancies arising in Command Officer classifications shall first be filled from the recall from the layoff list for the appropriate rank. Command Officers who are on layoff shall continue to accrue seniority for purposes of recall from layoff and for all other benefits of seniority after they are recalled from layoff.

If reduction of command levels is accomplished by a freeze on promotions the City will request to the Civil Service Commission, that any existing promotional lists be extended until such time that the financial crises is ended and the frozen promotions can be made from those extended lists.

2109.31 Recall from Layoff

Command Officers who have been laid off shall be recalled in reverse order of the layoff. Officers with the most Departmental seniority, regardless of rank or union association, will be recalled first.

2109.32 Posting Vacancies-Schools

When a vacancy or new assignment occurs, it shall be posted in all Bureaus to allow all Command Officers an opportunity to submit a request for assignment to the vacancy or position prior to the determination of the appointee. Resumes shall be kept on file by the Personnel Section and may be updated by Command Officers at any time. It

shall be the responsibility of each Command Officer to update his resume. The resume that is on file in the Personnel Section will be utilized for all requests for assignment or training. Command Officers will not be required to submit a new resume with each new request for assignment or training.

Whenever possible, the Toledo Police Command Officers' Association shall be notified at least three (3) days in advance of any announcement, posting or listing for any opening, assignment or vacancy. In addition, said announcement for posting, listing, opening, assignment or vacancy will be read at roll calls for three (3) consecutive days and will remain posted for four (4) additional days.

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

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

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

2109.33 Command Officers Reassigned

Whenever a lieutenant or sergeant is reassigned from a present position he shall be afforded the right to a meeting with the Chief and representation by the bargaining agent within three (3) work days from the date that the Command Officer has been made aware of the assignment. The Chief will give his reasons for the assignment. If the reason is not acceptable to the Command Officer involved, he shall have the right to appeal the reassignment to the Reassignment Review Panel within three (3) work days. The Reassignment Panel will only hear appeals of Command Officers who have been reassigned. The decision of the Reassignment Panel shall be final and binding.

The Reassignment Review Panel shall consist of three (3) members: (1) The Assistant Chief of Police or his designee, (2) The President of the T.P.C.O.A. or his designee (3) A third party to be agreed upon by the City and the T.P.C.O.A. The panel shall consider written documentation from the Command Officer who is being considered for reassignment and from the Chief of Police. There shall be no ex parte contact with members of the Reassignment Panel before the hearing is held by either party. When an appeal has been made to the Reassignment Review Panel a hearing shall be held by the panel within five (5) work days. The panel will inform the Command Officer and the Chief of their decision within two (2) work days after the hearing. Time limits may only be extended by mutual agreement of the City and the T.P.C.O.A.

When it is determined by the Chief that it is necessary to reduce the command level of any section, the Command Officer with the least seniority in the affected rank shall be reassigned.

When a vacancy occurs to which no Command Officer requests assignment, then the Chief shall assign the Command Officer of the appropriate rank with the least seniority to the position.

2109.34 Acting Time

In Field Operations, the Police Department shall maintain a minimum of two (2) Lieutenants on the 6 x 2, 2 x 10, and the 10 x 6 shifts at all times unless the police department opens a third district station whereupon the police department shall maintain a minimum of three (3) Lieutenants on a 24-hour seven (7) day a week basis.

The Police Department shall maintain a minimum of four (4) sergeants on the 6 x 2 shift and five (5) sergeants on the 2 x 10, and the 10 x 6 shifts citywide at all times.

Except as noted in this section the Chief of Police or the Deputy Chief in charge of the affected District Station, Division, Section or Unit shall determine when acting time is necessary. As long as the current budgeted staffing levels under section 2109.29 are maintained, the Chief or his designee retains the right, as operational needs dictate, to utilize a police patrolman as an acting Sergeant so long as no recall is created at the patrolman rank. The City agrees to track the use of acting time by police patrolmen and provide the information to the TPCOA on a monthly basis, and, upon request, meet and discuss with the TPCOA any concerns the TPCOA may have regarding any increase or change in acting time assignments.

In all circumstances where recall is necessary, the recall shall be awarded to the rank where the vacancy exists. For example, if a vacancy exists at the lieutenant's rank and making an acting lieutenant would cause recall to be utilized at the sergeant's rank, then the recall shall be given to the lieutenant's rank.

For the purposes of training, acting time shall be paid when the Command Officer is scheduled to be absent for the entire shift.

Acting time shall be paid for the actual number of hours worked. When a Command Officer is in an acting capacity, he shall receive the rate of pay entitled to that rank in which he is acting, commensurate with his years of service. When a Command Officer is in an acting capacity on a holiday, he shall be paid at the holiday rate of pay entitled to that rank in which he is acting.

The Sergeant permanently assigned to the Section or Unit where acting time is necessary and who stands highest on the promotional list for the rank of Lieutenant, shall be given the acting time. In the event that no list exists, or there is no permanently

assigned Sergeant on the promotional list, then the permanently assigned Sergeant in the Section or Unit who has the greatest seniority in rank shall be given the acting time.

For the rank of Captain, acting time will be afforded to the Lieutenant permanently assigned to the affected Section who has finished highest in the in-house selection procedure of the non-competitive promotional examination. In the event there is no such Lieutenant permanently assigned, then the permanently assigned Lieutenant who has the greatest seniority in rank shall be afforded the acting time.

Other than Field Operations, a Command Officer who has been assigned to a District Station, Division, Section or Unit for less than thirty (30) days within the last two (2) years of assignment may not be eligible to serve in an acting capacity. Eligibility for acting time in such instances shall be determined by the Deputy Chief in charge of the affected District Station, Division, Section, or Unit.

2109.35 Personal Leave Up to 5 Days

A personal leave of absence at the request of the Command Officer may be granted upon the approval of the City in accordance with the rules established herein. An approved leave of absence will be required when the Command Officer will be absent on his own accord for more than five (5) work days.

Any request for excused absence for a period of five (5) work days or less may be granted by the Chief of Police without the necessity of preparing formal leave papers. Requests for leave of absence shall be in writing, in duplicate, and shall be signed by the Command Officer stating the reason for said leave. Leaves approved by the Chief of Police shall be approved by the City. One (1) copy shall be retained by the Command Officer and one (1) copy by the City Personnel Department.

2109.36 Personal Leave up to 30 Days and 30 Days or More

A leave of absence may be granted for up to thirty (30) calendar days in any calendar year without loss of position by the employee. When an employee returns from an approved leave of absence he shall return to the position in the service from which the leave was granted.

A leave of absence for more than thirty (30) calendar days may be granted, but the employee granted the leave of absence for more than thirty (30) calendar days shall not be entitled to be returned to the position in the same class or in a class at the same salary group provided a vacancy exists, except in the case of a leave of absence for the purpose of securing a job related educational experience, in which case the employee shall be returned to the Department from which the leave was granted. The exceptions to this provision are as follows: the employee who is on an industrial injury leave and in the City program using the program physician will be entitled to return to work in his classification; and the employee who is on a leave pursuant to the Family and Medical Leave Act of 1993 will be entitled to return as provided therein. If an employee elects to

go on workers' compensation pursuant to Section 2109.58, the City may fill that position after thirty (30) calendar days.

It is the parties express intent that this chapter of the code shall not be applied or interpreted in such a manner as to cause or constitute a violation of any law, specifically including PL-103-3 known as the Family and Medical Leave Act of 1993. Any remedy for violation of this act shall be set forth in the act.

In no case shall a leave of absence be granted for a period of more than one (1) year, except as otherwise provided herein.

2109.37 Fringe Benefits/Leave

An employee on an approved leave of absence shall continue to accumulate seniority during the period of his absence. An employee on an approved leave of absence of thirty (30) calendar days in any calendar year or less shall have his hospitalization and surgical insurance and group insurance death benefit continue in force by the City. An employee on an approved leave of absence for more than thirty (30) calendar days in any calendar year shall not receive fringe benefits during the period of such leave, however, an employee may arrange to prepay through the Division of Accounts the premiums necessary to continue the employee's hospitalization and surgical insurance and group insurance death benefit in force during the period of time the employee is on leave.

2109.38 Falsification of Request

No employee shall be granted a leave of absence for the purpose of entering employment for another employer or becoming self-employed. If a leave of absence is falsely obtained and the employee is found to be employed by another employer or to be self-employed while on leave, the employee shall be given the opportunity to resign from service with the City. If the employee fails or refuses to resign, then he may be discharged provided that the discharge will be subject to review under the grievance procedure provided herein.

2109.39 Military Pay/Military Leave

(A) An employee who is called into military service shall be placed on an approved leave of absence during the period of time that he is required to serve. Upon discharge, the employee shall have ninety (90) calendar days to report back to the City to be reassigned in accordance with the law.

(B) Regular employees who leave the service of the City to enter that of the United States Armed Forces, or the service of the U.S. Maritime Commission, or who are drafted by the United States Government for civilian services, will upon their return, within ninety (90) days from release from such services, be granted all seniority rights as if continuously employed by the City during such service.

(C) When an employee is called for short term military leave, including weekend drills, it shall be defined as an active military duty assignment issued by the President of the United States, an act of Congress, or as a state of emergency as ordered by the Governor of the State of Ohio (excluding voluntary duty) for a period of less than 51 days (either continuous or interrupted) or 408 hours in any calendar year. When an employee is called to active duty with their assigned military unit(excluding voluntary duty), they are entitled to a leave of absence from their respective city position without loss of pay for the time they are performing service in uniform services. They shall receive (51 days or 408 hours) per calendar year of City paid military leave. While on military leave, the City shall continue all employer benefit coverage including: vacation and sick leave accrual allowance, lump sum and stipend payments, pension contributions and spouse and dependent health care coverage. An employee shall qualify for short term military leave coverage even if the leave is not for a one month continuous military assignment. An employee shall be entitled to all pay (both city and military) received during their short term military assignment.

Long term military leave shall be defined as a military duty assignment that exceeds fifty-one (51) days (either continuous or with interruption) or where a short term military leave assignment extends beyond the fifty-one (51) days. When an employee's military duty exceeds the short term leave period specified above because they have been called for active duty as a result of an executive order issued by the President of the United States, an act of Congress, or a state emergency as ordered by the Governor of the State of Ohio they shall be paid the difference between his/her regular rate of pay they would have received pursuant to the contract, and the base pay they received from the military, for such a period. The city shall continue all employment benefits coverage for said employees during this period, to include: vacation and sick leave accrual; allowance, lump sum, and stipend payments; pension contributions; and spouse and dependent health care coverage. This provision is intended to provide all employees, called to active duty as described, with the same amount of pay and benefits they would have received had the need for military service not arisen. Payments and benefits shall be made to employees from the date of absence as a result of active military duty until they return to city employment and payroll.

(D) The employee upon submitting training schedule for the following year shall be granted the right to use their vacation time and/or trades with themselves to cover their training absences.

Sick leave accrued prior to the date of an employee's entrance into the military services shall be preserved until his return to the City employment as provided in this section.

Whenever vacancies occur in the classified service by reason of military leaves of absence, appointments may be made for the duration of the emergency or earlier return to service of the employees granted such leaves for military service. All such appointments shall be subject to the priority rights of the permanent employees granted military leave.

2109.40 Maternity Leave

A female Command Officer will be eligible for maternity leave for that period of time that she is physically incapable of performing her regular work related duties. The Command Officer will be required to document her physical ability in a Statement of Attending Physician forwarded to the City within seven (7) calendar days after becoming aware of the fact that she is pregnant, but not later than ninety (90) days after conception.

Application for such leave will be made on the approved form. The Command Officer in the event of extended disability resulting from pregnancy or childbirth shall be entitled to use her accumulated sick time bonus days and vacation days, and then may submit a request to the Director of Human Resources for extended sick benefits. The employee's prior work record with regard to her usage of sick days and her seniority will be taken into account in determining eligibility for such extension. In the event the requested extension is denied, then the employee may be placed on leave of absence as provided in Section 2109.41 (Sick or Injury Leave).

The Command Officer may request additional release time prior and/or subsequent to the above stated period of disability. Such request shall be made as provided elsewhere in this Agreement.

2109.41 Sick or Injury Leave

When an employee who is sick or has been injured, and the employee has no sick days or injury pay left, and extended Sick or Injury Pay has not been granted, then the employee may apply for a Leave Without Pay. The request must be accompanied by the Statement of the Attending Physician verifying the necessity for such leave. The leave may be granted for periods of thirty (30) days or more, depending on the condition of the employee, not to exceed one (1) year from the date the employee's sick pay or injury pay has been exhausted. The employee must meet on a quarterly basis with representatives of the City and Association to determine if the employee will be able to return to his/her classification.

2109.42 Workday

The Command Officer's workday shall be the regularly scheduled eight (8) hours of work with a fixed starting and quitting time.

2109.43 Work Schedules

The assignment sheet for the Department shall be posted by the 25th of each month. Except by mutual agreement between the Command Officers' Association and the City, scheduled hours or scheduled days off shall not be changed during the month unless the Command Officer is paid time and one-half (1 1/2). In scheduling extra days as required by the City of the Command Officer, no Command Officer will be required to pay back more than one (1) day in each bi-weekly pay period. Requests by Command

Officers to pay back one (1) additional day per FLSA period shall be granted in such work periods wherein the scheduling of additional days would not exceed the maximum non-overtime hour's limitations of the Fair Labor Standards Act.

Command Officers who do not owe days shall not have regularly scheduled days off pulled except for scheduling of special events, parades, and training.

2109.44 Shift Selection

1) The Department shall maintain a permanent non-rotating shift schedule for all Command Officers. Shift selection shall be determined by seniority in rank among Sergeants and Lieutenants assigned to the affected Bureau or Section. In addition to changes for training as per past practice, the Department may change a Command Officer's permanent shift three shifts per year without paying a premium provided the change has been posted in accordance with Section 2109.43 "Work Schedules" and not more than one change is made per month. Additional changes shall be paid at the time and one half the regular rate for the hours changed. Captains, all Command Officers in Vice and Metro Drug Task Force may not select their permanent shifts.

2) The selection process shall be completed no later than November 15th of each year. The shift and district station selection process shall not be initiated prior to the announcement of each District Station Commander for the upcoming year. Lieutenants will then select their shift, ~~and~~ district station, and/or preference for the relief position. ~~F~~following that announcement the sergeants shall complete the shift and district station selection process. The assignments shall take effect no later than January 1st of each year. The T.P.C.O.A. shall make every effort to assist in the shift selection process.

3) When a vacancy occurs after the completion of the shift selection process but before September 1st and the Command Officers' Association has not been notified in advance of any status change of the vacancy, such vacancy shall be filled within thirty (30) days. The intent of this section is to provide an opportunity for a Command Officer to obtain a more desirable shift when a vacancy occurs prior to September 1st in a Section utilizing the shift selection process. In the event that there is no promotional list available when the vacancy occurs during the first nine (9) months, then the vacancy shall be filled through the bidding process not later than September 1st.

4) The Chief of Police shall have first selection and placement of no more than ~~ten (10)~~ five (5) Sergeants positions in the Field Operations Bureau. These ~~ten (10)~~ five (5) positions will be placed other than the day shift. The Chief of Police will make his shift assignments in Field Operations from those Sergeants, exempt from the shift selection process with the least seniority.

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

Investigative Services Bureau, including supervisory experience in the Vice-Metro Section. For the purpose of this section of the agreement, time in grade and investigative supervisory experience shall be completed by December 31st of the year preceding the actual assignment.

6) It should be understood that due to the number of retirements and promotions, it will be necessary to transfer and reassign some Command personnel; however, these changes in assignment will not be used to change the shift hours of those Command Officers who selected their shift hours by seniority.

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

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

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

Management retains the right, as recognized in Section 2109.29 Vacancies, to determine the number and levels of Command Officers needed at each District Station and on each shift.

2109.45 Starting Time

The starting time shall be determined on an operational basis and the employee shall be made aware of the established starting time for the operation he is assigned to.

2109.46 Quitting Time

Employees will be furnished an ample amount of time to take all measures necessary in connection with the shift change.

2109.47 Work in Excess of Regular Workdays

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

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

Command Officers who have been assigned "on-call" duties will be assigned a take home car. They shall be available at all times during the on-call period and shall remain fit for duty. They shall not refuse to accept an assignment during the on-call period. If extenuating circumstances exist which would prevent a Command Officer from being available for an "on-call" assignment, he or she shall immediately notify the ranking on-duty Command Officer where they are assigned.

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

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

2109.48 Court Appearance Time

Employees, who are required to return to make court appearances at a time not contiguous to the beginning or end of their shift, shall be paid a minimum of two (2) hours at time and one-half (1 1/2) for such required court appearances. In the event the employee is held beyond the guaranteed minimum two (2) hour period, he shall be compensated at time and one-half (1 1/2) to the nearest tenth (10th) of an hour for the period of time his presence is required by the court.

The City reserves the right to implement a system whereby Command Officers shall be required to contact the appropriate Court Liaison Unit on the date of a scheduled court appearance for approval to attend. In the event this program is implemented, the Command Officer shall be compensated for one (1) hour at the overtime rate for each date that a call is made and a court appearance is not required. When an appearance is required, compensation will occur as set forth in the preceding paragraph and the one (1) hour compensation will not result.

2109.49 Compensatory Time

A Command Officer who has worked overtime shall be allowed to receive compensatory time off at the overtime rate, in lieu of pay, if he so elects. Upon request by the Command Officer, days off accumulated due to overtime shall be granted in accordance with the ten (10) per cent rule.

Compensatory time off shall be granted whenever there are no more than ten (10) per cent of the Command Officers assigned to the shift requested the day off either vacation time or compensatory time. Request for vacation days will be considered first and then requests for compensatory time will be considered. However, when conditions permit, the Shift Captain or Bureau Head may, at his discretion, allow the individual Command Officer, in excess of ten (10) per cent, to take days off.

In the event the Command Officer has not taken all compensatory time in excess one hundred (100) hours by April 30th of the year following the year in which the time was earned, then he shall be paid for all such hours in excess of one hundred (100) hours in the next regular pay check at the overtime rate.

2109.50 Holiday Overtime

Employees who work on the eight (8) major holidays shall be compensated twelve (12) hours at their regular straight time rate for having worked on those days. The eight (8) major holidays for which such additional compensation shall be paid are: New Year's Day, Dr. Martin Luther King Jr. Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

2109.51 Overtime Captains

Command Officers in salary group 93 will receive overtime on the same basis as all other members of the bargaining unit.

Captains acting as a Deputy Chief Pro Tems shall receive overtime by the same criteria as a Deputy Chief Pro Tem.

2109.52 Recall-Special Events

In situations involving a special event where substantial numbers of officers are required to work on an overtime basis, and the Police Department has knowledge or reasonably should have known about the event, with a minimum of (3) three weeks planning time available, the following Special Events Recall procedure will be utilized.

A request for volunteers will be distributed to the entire Department. Any officer, who has a complete uniform, is fit for duty, and whose regular assignment will not interfere with the overtime assignment, may volunteer to work. Bids will be published asking for volunteers with the Command Officers listing order of preference for the day and shift available. Preference will be assigned by seniority first and then equalization of overtime to follow.

In selecting officers to work this voluntary overtime assignment, seniority in rank will be used. First preference will be given to officers regularly assigned to the ~~Field Operations Bureau~~ **assigned to either Central District Station Bureau or Scott Park District Station Bureau**. If not enough officers have volunteered from the ~~Field Operations Bureau~~ **these Bureaus**, volunteers from other Bureaus will be used for the remainder of the positions.

If there are not enough officers to fill the required positions, the remaining positions will be filled by canceling days off of officers within the ~~Field Operations Bureau~~ **Central District Station Bureau or Scott Park District Station Bureau**, on a reverse seniority basis, from among Command Officers whose regular assignment will not interfere with the overtime assignment.

Command Officers shall not be ordered to work recall on a day they have scheduled for vacation or compensatory time off. For the purpose of this provision, any regularly scheduled days off at the beginning or end of the Command Officer's vacation shall be considered as part of the vacation period.

The Command Officer would be eligible for voluntary recall if his shift hours do not conflict with the recall overtime hours.

Command Officers on a day off because of trades with self of overtime day off would be eligible for recall only if there weren't enough volunteers within the Bureau. However, trade with self and overtime day off would be given recall before Command

Officers from other Bureaus. Command Officers who volunteer from other Bureaus will be used before forced recall. If there weren't enough volunteers from the affected Bureau, then reverse seniority recall would be used in that Bureau.

Every attempt will be made to equalize overtime on an event basis. Overtime worked during one special event will not be used in the equalization of overtime for other special events, or for the regular recall procedures. A special event may entail more than one (1) day. Events such as the three (3) day Labor Day weekend will be considered one event for the purpose of this procedure.

When there is a special event and Patrol Officers are ordered to work, Command Officers who have volunteered for the event shall be utilized. All Command Officers applying for an event will be bound by the conditions for the available positions.

2109.53 Accumulation of Sick Days

Command Officers shall be credited with sick days in accordance with the following formula: One and one quarter (1 1/4) days shall be credited for each month of service, not to exceed fifteen (15) days per calendar year. Such days shall continue to accumulate at such rate without any maximum limitation. An employee granted a leave of absence without pay for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.

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

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

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

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

2109.54 Bonus Days

An employee shall be given bonus days provided he earned sick pay benefits in the previous year in accordance with the Bonus Day Table set forth below.

BONUS DAYS - CANCELLATION TABLE

| Months Worked | Sick Days Taken | | | | | | | | | | |
|---------------|-----------------|----|----|----|----|----|----|----|---|---|----|
| | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 12 | 5 | 5 | 5 | 4½ | 4 | 3½ | 3 | 2 | 1 | ½ | 0 |
| 11 | 4½ | 4½ | 4½ | 4 | 3½ | 3 | 2½ | 1½ | ½ | 0 | |
| 10 | 4 | 4 | 4 | 3½ | 3 | 2½ | 2 | 1 | 0 | | |
| 9 | 3½ | 3½ | 3½ | 3 | 2½ | 2 | 1½ | ½ | | | |
| 8 | 3 | 3 | 3 | 2½ | 2 | 1½ | 1 | 0 | | | |
| 7 | 2½ | 2½ | 2½ | 2 | 1½ | 1 | ½ | | | | |
| 6 | 2 | 2 | 2 | 1½ | 1 | ½ | 0 | | | | |
| 5 | 1½ | 1½ | 1½ | 1 | ½ | 0 | | | | | |
| 4 | 1 | 1 | 1 | ½ | 0 | | | | | | |
| 3 | ½ | ½ | ½ | 0 | | | | | | | |

2109.55 Sick Pay Usage

Sick pay is pay to the employee for the necessary absence from duty on a regularly scheduled work day because of the illness, injury or exposure to contagious disease not in the course of his employment, or illness in the employee's immediate family that necessitates his absence from work or would result in a serious hardship to his family. Attendance to the immediate family member at a hospital while undergoing serious medical attention shall be included under this provision. Sick pay shall not be made for illness or injury incurred as a result of any action within the control of the employee such as intentional self-inflicted wounds, use of drugs or alcoholic beverages, while committing a felony, or other criminal action. For the purpose of this section, immediate family shall include only the employee's father, mother, sister, brother, spouse, child, stepchildren, parents-in-law, daughters-in-law, sons-in-law, stepparents, grandparents, grandchildren, Life Partner, and any other relative residing in the household of the employee. The family illness provision shall be for a limited period of time (not to exceed three [3] days) to enable the employee to secure other arrangements for the care of the member of his immediate family.

A "Life Partner" relationship must have been pre-certified by the Department of Human Resources before sick pay usage may occur.

A Command Officer injured while engaged in outside employment shall be allowed to utilize accumulated sick pay for his period of recovery.

2109.56 Reporting Proof of Illness

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

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

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

2109.57 Sick Pay Extension

In the event of the extended illness of an employee and after having exhausted all accumulated sick days, bonus days, and vacation days, then a request may be made to the Director of Human Resources for extended sick pay benefits. The employee's prior work record with regard to his sick days and his seniority will be taken into account in determining eligibility for such extension. In the event the request extension is denied, then the employee shall be placed on leave of absence as provided in Section 2109.41 Sick or Injury Leave.

2109.58 Injury Pay

(a) When a Command Officer is injured in the course of and arising out of his employment under such circumstances as would cause such injury or disability to be compensable under the Workers' 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) A Command Officer 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 thirty (30) calendar days and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

(2) Command Officers 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 thirty (30) 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.

(a) The employee will sign any necessary waivers to allow their personal physicians to release information to the program physician. The employee's personal physician will be the physician of record for Workers' Compensation purposes.

(b) Upon the program physician's determination that an injury requires the employee to be off work, wherein the employee reports said injury 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 cumulative length of such extended period or periods shall not exceed two (2) years for that particular injury or illness claim.

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) Workers' 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 Workers' 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 an arising out of their employment under such circumstances as would cause such injury or disability to be compensable under the Workers' 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 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 Workers' Compensation Act.

(f) False Claim: The City reserves the right to recoup benefit payments to 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. The employee will not be entitled to bid rights, overtime, etc., since the employee is not fit to perform all of the duties of the classification. 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 Department of Human Resources in consultation with those divisions who have appropriate tasks available. The currently available assignments and the tasks involved in each division will be provided in writing to the Association.

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 2109.66) will also serve as a Cost Containment Committee for Workers' Compensation.

2109.59 Disability Assignments

Command Officers who become temporarily disabled as a result of a non-duty illness or injury and are incapable of performing normal police duties may be placed in a temporary assignment that the Command Officer is physically capable of performing in lieu of placement on sick leave or leave without pay.

1) Prerequisites:

The following prerequisites must exist for a Command Officer to be considered for a non-duty temporary disability assignment:

a. The Command Officer must qualify for the use of sick leave; and

b. The City's physician, in his/her sole judgment, must certify that the Command Officer is temporarily incapable of normal assignment but is capable of the available temporary disability assignment; and

c. An existing assignment must be available, suitable as a temporary disability assignment; provided, however, that a minimum of five (5) assignments shall be available at all times for Command Officers with temporary disabilities and limited capacities apart from those necessary for pregnancies.

d. Any Command Officer being considered for a disability assignment under this Section shall cooperate in the process of providing the necessary documentation or releases required by the City's physician.

2) Conditions:

The following conditions shall apply to the temporary disability assignment:

a. The location and nature of the assignment shall be at the sole discretion of the Chief;

b. The duration of the assignment shall be for the period of the temporary disability as solely determined by the City's physician or a period of one hundred twenty (120) calendar day period, whichever is less;

c. The Command Officer shall receive full pay and benefits during the period of the temporary disability assignment.

d. The Command Officer is prohibited from engaging in or accepting secondary employment during the period of the temporary disability assignment.

3) Extensions-Non Duty Disabilities:

Extensions on temporary disability assignments may be provided at the sole discretion of the Director of Public Safety and Director of Human Resources under the following conditions:

a. the Command Officer's disability was sustained in a manner that would qualify the Command Officer for sick pay; and

b. The City's physician, in his/her sole discretion, has Certified that the Command Officer;

(i) is still incapable of normal assignment, and

(ii) Is capable of the available temporary disability assignment, and

(iii) Should be capable of returning to normal assignment after the term of the extension.

c. A periodic review by the City's physician before granting or during the term of the extension may occur to determine the Command Officer's capability of returning to work; and

d. The totality of extensions will not exceed a one hundred and twenty (120) calendar day period beyond the initial one hundred and twenty (120) calendar days.

e. Command Officers who are incapable of returning to normal assignment within the period of their temporary disability assignment will take such leave as they may be entitled under other provisions of this agreement.

2109.60 Maternity Pay

a) Female Command Officers shall, at the option of the Command Officer, be entitled to sick pay for maternity to the extent of the total accumulated days to the credit of the Command Officer. In the event the Command Officer does not elect pay under this Section or if the Command Officer has used all of the sick pay to which she is entitled then the Command Officer shall be placed on Leave without Pay as provided in Section 2109.41 Maternity Leave herein. The first ten (10) sick days used in accordance with this section shall have no effect on bonus days as provided in Section 2109.54 Bonus Days herein.

b) A male Command Officer shall, at the option of the Command Officer, be entitled to sick pay for the maternity of his spouse. The male Command Officer shall be entitled to take up to ten (10) days from accrued sick days for the purpose of staying home to assist his family at the time of his wife's delivery. The ten (10) sick days when used in accordance with this section shall have no effect on bonus days as provided in Section 2109.54 Bonus Days herein.

2109.61 Reports to Physician Designated by the City

In any case where an employee is required to report to the physician designated by the City, it shall be on City time, except in cases where the Command Officer is off the payroll. After an employee is released for duty by the Command Officer's family physician, in the event the City requires the employee to report to the physician designated by the City before returning to work, no additional sick time shall be charged against the employee pending the Command Officer's examination by the physician designated by the City. The City will make every effort to utilize one physician.

2109.62 Death Benefit

Effective August 13, 2009 a death benefit in the amount of fifty thousand dollars (\$50,000), which shall extend to a period of thirty (30) days beyond separation from employment with the City, shall be paid to the designated beneficiary of each Command Officer. The Command Officer shall furnish the city with a designation of beneficiary.

In the event the Command Officer has failed to designate a beneficiary, then the benefit shall be paid in accordance with Inheritance Laws of the State of Ohio. The City will provide a certificate of insurance to each Command Officer.

If feasible, the City will make provisions for conversion to permanent insurance at the time of retirement or other termination of the Command Officer.

In the event a Command Officer dies in the line of duty the City shall pay all funeral expenses not to exceed ten thousand dollars (\$10,000).

2109.63 Hospitalization-Prescriptive Drug-Dental Insurance

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

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

Where the spouse of a City employee has health care coverage through a different employer, the spouse must enroll in his/her employer's plan. Dependents shall be covered as provided by the "Birthday Rule". Co-ordination of benefits shall be

provided so that coverage is extended to the spouse and dependents that is not provided by the other employer's plan. In cases of demonstrated hardship due to excessive co-premiums (i.e. 40% co-premiums or premium payments equaling 30% or more of earnings) special consideration will occur.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(E) The Cost Containment Committee shall be maintained from among the representatives of the various bargaining units, including the Toledo Police Command Officers' Association. The Committee shall develop other cost containment measures, which shall include: 1) enhanced managed care, such as pre-certification, concurrent review, and utilization review; 2) changes of coverage or benefits, such as increased deductibles, limitations on coverage and contributions from employees; 3) increased claims control, such as co-ordination of benefits, subrogation, workers' compensation deferral, patient audits and claim audits; 4) alternate delivery systems such as preferred provider negotiations; and 5) development of a participative employee plan by which employees will be encouraged to contain costs, audit bills, correct lifestyles, maintain wellness and undertake other cost saving measures. The Cost Containment Committee shall meet regularly on at least a monthly basis and attendance shall be required. The Cost Containment Committee shall develop annual goals, objectives and timetables directly aimed at reducing health care costs. Subcommittees may be formed as deemed necessary by the co-chairpersons to study issues, develop reasonable solutions and report back to the committee. Goals and objectives not met within the established time frames shall be critically reviewed by the Cost Containment Committee. No changes in benefits during the term of the contract as they affect TPCOA shall be permitted unless the TPCOA representative on the Cost Containment Committee is authorized to do so by the TPCOA through its president. In the event any change in benefits is required by either federal or state law, the TPCOA and City shall negotiate the replacement language. If no agreement is reached, the matter shall be subject to interest arbitration. The parties shall use a panel of seven arbitrators with experience in interest arbitration.

(F) The Association releases the City from any obligation to add or to expend moneys currently in the Healthcare Savings Fund created pursuant to former paragraph

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

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

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

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

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

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

(H) The City shall provide a three-tier closed formulary prescriptive drug purchase program with a co-payment structure of a six dollar (\$6.00) co-payment for tier 1 drugs (Generics); a fifteen dollar (\$15.00) co-payment for tier 2 drugs (preferred brand name drugs); and a thirty dollar (\$30.00) co-payment for tier 3 (non-preferred brand name drugs). This program will include a generic drug substitution option. The city shall select the provider for the formulary drug program, who shall group drugs according to determinations made by the provider's therapeutic committee as it deems necessary.

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

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

Type a Services: Preventative - 100%

Type B Services: Major and Minor Restorative - 80%

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

Type C Services: Orthodontia - 60%

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

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

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

(K) The City agrees that all conditions and terms relating to the hospitalization-prescriptive drug-dental insurance shall be maintained at not less than the highest minimum standards in effect as of the effective date of this agreement as found in 2109.95 Termination. It is further agreed that any terms or conditions agreed to that are in excess of those established herein shall not be reduced.

(L) Upon mutual agreement of the parties to this agreement, the parties agree to re-open this agreement for the limited purpose of negotiating the terms of this section 2109.63, Hospitalization-Prescriptive Drug-Dental Insurance. It is the parties' intent to meet as part of a multi-unit negotiation (AFSCME Local 7 Main Unit & Com-Ops, AFSCME Local 2058, TPCOA, TPPA Local 10, Teamsters Local 20, TFCA, AFSCME Local 3411, and UAW Local 12) regarding the terms of hospitalization, prescription drug and dental insurance. Each unit would subsequently ratify any tentative agreement. If the parties to this agreement are unable to mutually agree on revisions, the ~~existing~~ language of section 2109.63 Hospitalization-Prescriptive Drug-Dental Insurance shall remain in effect for the term of this agreement.

2109.64 The Police and Fireman's Disability and Pension Fund

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

(B) In the event the City participates in a pension "pick-up" plan in accordance with Internal Revenue Service regulations and Ohio Attorney General opinions, state and Federal income taxes on employee pension contributions by all bargaining members may be deferred.

(C) Effective with the first full pay period of March 2012 the City will pay five percent (5%) of the employee's pension contribution, and the employee shall be responsible for the remaining percentage (employee payment increased from 0% to 5%). By March 31, 2012 the employee receiving a reduction in pension pickup will receive a separate lump sum check in the amount of one thousand two hundred dollars (\$1,200).

(D) Effective with the first full pay period of January 2013 the City will pay two percent (2%) of the employee's pension contribution, and the employee shall be responsible for the remaining percentage (employee payment increased from 5% to 8%). This reduction in pension pickup by the City is in exchange for a 2% increase in the spread between a Sergeant and a Patrolman, which is effective the first full pay period of July 2013, as contained in section 2109.73 (C).

(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 8% to 10%). This reduction in pension pickup by the City is in exchange for a 3% increase in the spread between a Sergeant and a Patrolman which is effective the first full pay period of July 2014, as contained in section 2109.73 (C).

(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 paragraph (C) through (E) directly instead of having them paid by the City to the pension plan.

(H) All TPCOA members hired or reinstated as City of Toledo employees after January 1, 2009 will be required to pay the entire employee contribution to the Police Pension Fund. Any TPPA member who is paying their full pension employee contribution, regardless of date of hire, will continue to do so if promoted and becomes a member of the TPCOA.

2109.65 Safety Equipment and Welfare

A. The City will provide a Command Officer purchase program plan whereby Command Officers will be able to purchase safety glasses, including prescriptive lenses, through a City program. The purchase program for the safety glasses shall make them available to the Command Officers at sixty (60%) per cent of the cost of the glasses to the City with the remaining forty (40%) per cent to be paid by the Command Officer. Each

Command Officer shall receive, for the purchase of two pairs of safety shoes per year, which comply with uniform specifications, reimbursement of one hundred dollars (\$100) per pair. This reimbursement will be paid to each member once in the month of May and again in the month of October, separate check. **A \$275 maintenance of physical fitness necessary for effective police work will also be paid to each Command Officer which will be paid by January 31 of each year.**

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

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

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

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

2109.66 Provisions for Safety

(a) The parties will establish a labor-management Health and Safety Committee. The Association will be represented on this committee by the Association president or vice-president and one (1) other designated representative. The City will be represented by a designee of the Director of Human Resources and by Commissioners or other Administrators designated by the appointing authority based on specialty areas (e.g., construction, transportation, pollutants, etc.). This committee may also include representatives from other bargaining units within the City. The committee will be required to consider all issues brought before it regardless of the bargaining unit impacted.

(1) This joint committee shall review all general and/or special divisional safety rules for compliance with required safety standards and, wherever possible, such rules shall be adopted citywide.

(2) This joint committee will also perform the following functions:

(a) This joint committee may recommend periodic inspections of the various locations when necessary by staff of the Human Resource Development Section of the Human Resources Department.

(b) The committee shall make recommendations for the correction of unsafe or harmful work conditions and the elimination of unsafe or harmful practices as reported to the committee by representatives of the Human Resources Development Section of the Human Resources Department and divisional safety committees.

(c) The committee may recommend investigation of any potential worker exposure to dangerous substance, fumes, noise, dust, etc.

(d) The committee shall be provided written identification of any potentially toxic substance, fumes, noise, dust, etc.

(e) The committee may develop a safety award program which may include cash awards and/or other premiums that, upon mutual agreement between the appointing authority and the Association, may be adopted/implemented during the terms of this collective bargaining agreement.

(f) The committee shall develop other cost containment measures, which shall include:

1. Enhanced managed care and utilization review;
2. Increased claims control and claims audits;

(g) The committee shall develop annual goals, objectives and timetables directly aimed at reducing Workers Compensation costs. Goals and objectives not met within established time frames shall be critically reviewed by the committee. If the City, in its sole discretion, is dissatisfied with progress in meeting goals and objectives or with the committee's action or inaction, the City may take such actions as it deems necessary to exact cost containment.

(h) The committee shall review and analyze all reports of work-related injury or illness, as submitted by the representative of the Human Resources Development Section and recommend procedures for the prevention of accidents and disease and for the promotion of health and safety of employees.

(i) The committee shall promote health and safety education and/or participate in such programs.

(j) The committee may ask the advice, opinion and suggestions from experts and authorities on safety matters and recommend to the representative of the Human Resource Development Section that expert and authorities from the Industrial Commission of the State of Ohio Division of Safety and Hygiene and the Toledo Lucas

County Safety Council as well as international representatives of the Association be utilized on an as-needed basis as determined by the committee.

(3) Subcommittees may be formed as deemed necessary by the co-chairpersons to study issues, develop reasonable solutions and report back to the committee.

(4) Annual savings directly attributable to the cost containment measures provided herein shall be placed in a workers' compensation fund to be used as a reserve for payment of future cost increases. Savings shall be considered directly attributable to cost containment measures when a direct correlation can be established between a measure adopted herein and per employee reduction in the City's cost in providing both injury pay and workers' compensation benefits from the preceding year.

(5) Association representatives will receive their regular pay while on committee business.

(6) The committee shall meet regularly, on at least a monthly basis and attendance shall be required. Actions taken in the absence of a bargaining unit representative shall be binding upon that bargaining unit. The City will provide minutes of each meeting.

2109.67 Vacations

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

| AMOUNT OF CONTINUOUS SERVICE DURING THE PREVIOUS YEAR THROUGH DECEMBER 31 | VACATION |
|--|---|
| Less than 1 full calendar Year of service | .916 days for each full month of service |
| After 1 full calendar year of service | 2 Weeks |
| After 7 full calendar years of service | 3 Weeks |
| After 14 full calendar years of service | 4 weeks |
| After 21 full calendar years of service | 5 Weeks |
| After 24 full calendar years of service | 6 Weeks |

In addition to the above, after one (1) full calendar year of service, effective January 1, 1985, all Command Officers will be entitled to two (2) full discretionary vacation days. **Effective January 1, 2019, all Command Officers will be entitled to three (3) full discretionary vacation days.**

A Command Officer should take vacation in the calendar year following the year in which it was earned. In the event a Command Officer is not allowed to schedule and/or take his vacation in the year in which it should have been taken, he may request that unused vacation be carried over to the following year. Such request must be

submitted to the Human Resources Department prior to December 1 of each year. All such carry-over vacation must be taken no later than April 30 of the following year. In the event that the City has not allowed the Command Officer to take the vacation time to which he is entitled by April 30 of the year following the calendar year in which it should have been taken, then he shall be paid for such unused vacation days.

Command Officers shall be allowed to schedule and take vacations as provided herein in accordance with existing Departmental Procedures. Command Officers shall have the right to select vacation time by seniority. At least ten (10) per cent of the Command Officers assigned to the shift shall be granted vacation time in any period. Requests for vacation time will be considered first.

2109.68 Paid Holidays

All employees in the Department of Police shall be entitled to fifteen (15) holidays per year. Each employee shall have the option of having up to fifteen (15) days off scheduled during the year or of having a lesser number of days off and receive pay for the difference between the number of scheduled days off and the fifteen (15) holidays to which he is entitled up to a maximum of fourteen (14) days for which he may be entitled to receive pay. In the event the employee elects to take days off, they are to be scheduled in a way as not to impair the operation of the shift or Bureau. If the employee has elected to work up to fourteen (14) of these extra days in lieu of days off, then he shall be compensated at his regular straight time rate for having worked on those days. He shall be paid a bonus of ten (10) hours for each of the extra days scheduled.

The employee who elects to take the bonus payment in lieu of the extra scheduled days off shall receive up one hundred forty (140) hours bonus pay to be distributed to him at the time he takes his regular vacation. The hours shall be payable at the rate of pay the employee earns for his vacation period.

2109.69 Funeral Pay

A Command Officer shall be granted three (3) days of funeral pay to arrange for and/or attend the funeral of a member of the Command Officer's immediate family. A Command Officer's immediate family shall include father, mother, brother, sister, spouse, Life Partner, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepmother, stepfather, stepchild, grandparents, spouse's grandparents, grandchild, and any other relative residing in the household of the Command Officer. A "Life Partner" relationship must have been pre-certified by the Department of Human Resources before any funeral pay usage may occur.

In the event of the death of the Command Officer's father, mother, brother, sister, spouse, or child, the Command Officer, upon giving notice, shall have the right to take up to an additional three (3) days of sick pay. Such additional sick time shall be charged to the Command Officer's accumulated sick days, but shall have no effect on Bonus Days as provided in Section 2109.54 Bonus Days.

Should death or burial in the immediate family occur in a city located more than one hundred fifty (150) miles from Toledo, an additional two (2) days for travel shall be granted and paid.

The Command Officer may take two (2) days to attend the funeral and reserve a day to attend to the legal matters made necessary by the death.

This benefit shall also be extended when the relative is a veteran being returned for burial.

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

When a special filial relationship exists between the Command Officer and any relative for whom the Command Officer would normally be granted one (1) day of funeral pay, three (3) days funeral pay will be granted when the Command Officer furnishes the Director of Human Resources an affidavit proving the existence of a special filial relationship. A filial relationship is defined as being one in which the Command Officer bears or assumes a relationship with another individual similar to that of a child, off spring, or parent.

A Command Officer shall be granted funeral pay only after the Command Officer furnishes evidence of the death of a person with whom the employee had a qualifying relationship.

2109.70 Jury Duty

Any employee who is required to serve on the jury in any court of record shall be paid his regular rate of pay during such periods.

In order for the employee to receive pay under this Section, he must secure a certificate from the Clerk of Courts, in which he served evidencing that fact of his having been required to serve.

2109.71 Unemployment Compensation

The City shall extend the provisions of the Ohio Unemployment Compensation Law to Command Officers.

2109.72 Compensated Time as Time Worked

Holidays, vacation days and other time off to which an employee is entitled as a matter of right under or by virtue of any ordinance of the City and this Title of the Code, shall be considered as time worked and compensated accordingly, except that such

paid time off need not be considered in determining hours worked under the Fair Labor Standards Act.

2109.73 Wage Rates

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

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

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

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

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

| | <u>Hourly</u> | <u>Daily</u> | <u>Bi-Weekly</u> | <u>Annual</u> |
|-------------------------------------|----------------------|---------------------|-------------------------|----------------------|
| <u>Probationary Sergeant</u> | | | | |
| <u>Full Rate</u> | 35.113 | 280.900 | 2,809.000 | 73,034.008 |
| <u>After 5 Years</u> | 35.570 | 284.564 | 2,845.638 | 73,986.582 |
| <u>After 10 Years</u> | 36.026 | 288.208 | 2,882.080 | 74,934.088 |
| <u>After 15 Years</u> | 36.477 | 291.813 | 2,918.133 | 75,871.461 |
| <u>After 20 Years</u> | 36.941 | 295.526 | 2,955.258 | 76,836.702 |
| <u>Sergeant</u> | | | | |
| <u>Full Rate</u> | 36.576 | 292.608 | 2,926.080 | 76,078.080 |
| <u>After 5 Year</u> | 37.053 | 296.424 | 2,964.240 | 77,070.240 |
| <u>After 10 Year</u> | 37.528 | 300.224 | 3,002.240 | 78,058.240 |
| <u>After 15 Year</u> | 37.997 | 303.976 | 3,039.760 | 79,033.760 |
| <u>After 20 Year</u> | 38.480 | 307.840 | 3,078.400 | 80,038.400 |
| <u>Lieutenant</u> | | | | |
| <u>After 5 Years</u> | 42.611 | 340.888 | 3,408.880 | 88,630.880 |
| <u>After 10 Years</u> | 43.156 | 345.248 | 3,452.480 | 89,764.480 |
| <u>After 15 Years</u> | 43.696 | 349.568 | 3,495.680 | 90,887.680 |
| <u>After 20 Years</u> | 44.252 | 354.016 | 3,540.160 | 92,044.160 |
| <u>Captain</u> | | | | |
| <u>After 5 Years</u> | 48.150 | 385.200 | 3,852.000 | 100,152.000 |
| <u>After 10 Years</u> | 48.767 | 390.136 | 3,901.360 | 101,435.360 |
| <u>After 15 Years</u> | 49.377 | 395.016 | 3,950.160 | 102,704.160 |
| <u>After 20 Years</u> | 50.005 | 400.040 | 4,000.400 | 104,010.400 |

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

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

| | <u>Hourly</u> | <u>Daily</u> | <u>Bi-Weekly</u> | <u>Annual</u> |
|-------------------------------------|----------------------|---------------------|-------------------------|----------------------|
| <u>Probationary Sergeant</u> | | | | |
| <u>Full Rate</u> | 35.990 | 287.923 | 2,879.225 | 74,859.859 |

| | | | | |
|-----------------------|--------|---------|-----------|------------|
| <u>After 5 Years</u> | 36.460 | 291.678 | 2,916.779 | 75,836.246 |
| <u>After 10 Years</u> | 36.927 | 295.413 | 2,954.132 | 76,807.441 |
| <u>After 15 Years</u> | 37.389 | 299.109 | 2,991.086 | 77,768.248 |
| <u>After 20 Years</u> | 37.864 | 302.914 | 3,029.139 | 78,757.619 |

Sergeant

| | | | | |
|-----------------------|--------|---------|-----------|------------|
| <u>Full Rate</u> | 37.490 | 299.920 | 2,999.200 | 77,979.200 |
| <u>After 5 Years</u> | 37.979 | 303.832 | 3,038.320 | 78,996.320 |
| <u>After 10 Years</u> | 38.466 | 307.728 | 3,077.280 | 80,009.280 |
| <u>After 15 Years</u> | 38.947 | 311.576 | 3,115.760 | 81,009.760 |
| <u>After 20 Years</u> | 39.442 | 315.536 | 3,155.360 | 82,039.360 |

Lieutenant

| | | | | |
|-----------------------|--------|---------|-----------|------------|
| <u>After 5 Years</u> | 43.676 | 349.408 | 3,494.080 | 90,846.080 |
| <u>After 10 Years</u> | 44.235 | 353.880 | 3,538.800 | 92,008.800 |
| <u>After 15 Years</u> | 44.788 | 358.304 | 3,583.040 | 93,159.040 |
| <u>After 20 Years</u> | 45.358 | 362.864 | 3,628.640 | 94,344.640 |

Captain

| | | | | |
|-----------------------|--------|---------|-----------|-------------|
| <u>After 5 Years</u> | 49.354 | 394.832 | 3,948.320 | 102,656.320 |
| <u>After 10 Years</u> | 49.986 | 399.888 | 3,998.880 | 103,970.880 |
| <u>After 15 Years</u> | 50.611 | 404.888 | 4,048.880 | 105,270.880 |
| <u>After 20 Years</u> | 51.255 | 410.040 | 4,100.400 | 106,610.400 |

Effective the first full pay period of January 2020 the rates which were effective in January of 2019 shall be increased by three percent (3%).

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

| | <u>Hourly</u> | <u>Daily</u> | <u>Bi-Weekly</u> | <u>Annual</u> |
|-------------------------------------|---------------|--------------|------------------|---------------|
| <u>Probationary Sergeant</u> | | | | |
| <u>Full Rate</u> | 37.070 | 296.560 | 2,965.602 | 77,105.654 |
| <u>After 5 Years</u> | 37.554 | 300.428 | 3,004.282 | 78,111.334 |
| <u>After 10 Years</u> | 38.034 | 304.276 | 3,042.756 | 79,111.664 |
| <u>After 15 Years</u> | 38.510 | 308.082 | 3,080.819 | 80,101.295 |
| <u>After 20 Years</u> | 39.000 | 312.001 | 3,120.013 | 81,120.348 |
| <u>Sergeant</u> | | | | |
| <u>Full Rate</u> | 38.615 | 308.920 | 3,089.200 | 80,319.200 |

| | | | | |
|-----------------------|--------|---------|-----------|------------|
| <u>After 5 Years</u> | 39.118 | 312.944 | 3,129.440 | 81,365.440 |
| <u>After 10 Years</u> | 39.620 | 316.960 | 3,169.600 | 82,409.600 |
| <u>After 15 Years</u> | 40.115 | 320.920 | 3,209.200 | 83,439.200 |
| <u>After 20 Years</u> | 40.625 | 325.000 | 3,250.000 | 84,500.000 |

Lieutenant

| | | | | |
|-----------------------|--------|---------|-----------|------------|
| <u>After 5 Years</u> | 44.986 | 359.888 | 3,598.880 | 93,570.880 |
| <u>After 10 Years</u> | 45.562 | 364.496 | 3,644.960 | 94,768.960 |
| <u>After 15 Years</u> | 46.132 | 369.056 | 3,690.560 | 95,954.560 |
| <u>After 20 Years</u> | 46.719 | 373.752 | 3,737.520 | 97,175.520 |

Captain

| | | | | |
|-----------------------|--------|---------|-----------|-------------|
| <u>After 5 Years</u> | 50.835 | 406.680 | 4,066.800 | 105,736.800 |
| <u>After 10 Years</u> | 51.486 | 411.888 | 4,118.880 | 107,090.880 |
| <u>After 15 Years</u> | 52.129 | 417.032 | 4,170.320 | 108,428.320 |
| <u>After 20 Years</u> | 52.793 | 422.344 | 4,223.440 | 109,809.440 |

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

| | |
|---|----------------|
| Patrol Officer/Police Officer/Sergeant | 25% |
| Sergeant/Lieutenant | 15% |
| Lieutenant/Captain | 13% |

For purposes of the pay schedule, newly promoted Sergeants who are on probation for the first six (6) months in the rank will be referred to as Probationary Sergeants. Upon completion of the probationary period, he or she will be referred to as Sergeant and will be at the rate commensurate with his/her years of service under the Sergeant category.

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

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

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

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

annual base of the applicable Command rank, which shall not be added to their base rate. The amount shall be paid during the week which they begin their seventh (27th) year of service.

E. In order to facilitate compliance with the Fair Labor Standards Act, the City will adjust its regular pay rates for Command Officers to include stress allowance and shift premiums of all overtime payments. The stress allowance add-on shall be determined by dividing the annual stress allowance by 2080 hours. Existing regular pay rates will continue to be utilized for all other purposes. Payment for overtime hours worked in an acting capacity shall be based upon the regular rate for the rank including stress allowance and shift premium. All other overtime hours shall be paid at the regular rate for the Command Officer's permanent rank including stress allowance and shift premium.

F. In recognition of the additional responsibility and paperwork associated with being a Field Training Officer (FTO) Program Supervisor, the City agrees to compensate those sergeants selected to be Field Training Supervisors an additional five percent (5%) of their base wage during the days they are actually serving as Field Training Officer Supervisor.

Any Field Operations sergeant may volunteer to be selected for this special assignment. The Police Administration shall determine the number of sergeants needed to successfully administer the Field Training Officer Program. Sergeants interested in this assignment shall be afforded an interview and a review of their qualifications. The interview and selection committee shall consist of the Field Training Officer (FTO) Program Coordinator (Lieutenant), the Captain in charge of Field Operations, and the Deputy Chief in Charge of the affected District Station. The committee shall make a recommendation to the Chief of Police, who will make selection. The Chief's selection is subject to the grievance procedure but may only be overturned if it constituted an "abuse of discretion".

2109.74 Career Enhancement Program

The purpose of the Career Enhancement Program is to provide the path to improve the skills, enhance productivity, evaluate performance, promote professional growth, as well as job satisfaction for Command Officers. This concept is further designed to provide compensation for advanced education as well as certain designated skills or a combination of formal educational and professional training. The Career Enhancement Program is an alternative career path which as designed will assist in retraining as well as creating highly motivated and skilled Command Officers. The net result will be an economic asset to the City of Toledo.

All Command Officers are eligible for the Career Enhancement Program. It shall be the responsibility of the individual Command Officer to complete the application form between November 1 and November 30 of each year to update his standing in the career enhancement program.

Any disputes involving the review of an individual Command Officer's standing in the Career Enhancement Program shall be evaluated by the Career Enhancement Program Evaluation Committee. The Career Enhancement Program Evaluation Committee shall be comprised of one individual selected by the Chief of Police, one individual selected by the Executive Board of the Association and the third member selected by the first two.

Application to the Career Enhancement Program shall be reviewed annually. Percentage increases shall be based upon a Command Officer's achievements as of November 30 of each year.

Payment for each year of eligibility will occur in January of the following year in a lump sum payment by special check based upon the appropriate percentage of the base annual full rate effective in December of the prior year. Payments shall be made in January of ~~each year~~ 2016, ~~January of 2017,~~ and ~~January of 2018.~~ Command Officers who leave the City in good standing during the year shall receive upon application a pro rated payment as part of their severance pay.

College and/or Degrees

| | |
|--|------|
| Associate Degree (TPCOA members who achieve Junior status will be given credit for an Associate Degree) | 1% |
| Bachelor Degree | 1.5% |
| Advanced Degree | 2% |

Specialty Assignments

| | |
|---|-------------------------------|
| <u>ISB Command Officers</u> | <u>2%</u> |
| ISB Senior Command Officers (15 years seniority) | 2 <u>3%</u> |
| Senior Special Operations Section and Special Investigations Section <u>Bureau</u> Command Officers (15 years seniority) | 4% |
| Special Operations Section and Special Investigations Section <u>Bureau</u> Command Officers | 2% |
| Senior FOB <u>FOD</u> Command Officers (15 years seniority) | 2.5% |
| FOB <u>FOD</u> Command Officers | 2% |
| Bomb Squad Command Officers | 4% |
| Senior Command Officers (15 years seniority) | 2% |
| FOD Canine Unit | 2% |
| Motorcycle Unit | 4% |

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

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

2109.75 Senior Command

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

Once a Command Officer achieves the Senior Command designation, he/she will receive a stipend of an amount equal to three percent (3%) of the annual base wage, payable in one lump sum payment by mid - February of each year. The amount paid will not be considered as a new classification or base wage rate. The three percent (3%) stipend is also independent of the consideration provided in Section 2109.74, "Career Enhancement Program."

2109.76 Educational Reimbursement

(a) The City shall reimburse tuition costs for job-related or degree required courses taken at an educationally accredited college or university by full-time permanent employees. Such course work must be approved as job-related prior to enrolling by submitting a description of the course to the office of the Chief of Police. In the event there is a dispute, the Academic Review Committee shall determine the status of the job-related course. The academic review committee shall consist of one member selected by the Chief of Police, one member selected by the Association, and the third member selected by the first two.

(b) The City shall reimburse one hundred (100%) percent of the cost of tuition and general fees, for a total of twelve (12) credit hours per quarter or nine (9) per semester, regardless of the number of courses comprising these totals. These costs will be reimbursed upon the documented presentation of a "C" or 2.0 grade or better.

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

(d) Any employee participating in the tuition reimbursement program who resigns, retires (except for disability or death), or is terminated for cause from the City's employment must repay the tuition reimbursement paid by the City for all courses taken less than five (5) years prior to the date of termination. If necessary, this amount will be deducted from the employee's termination pay or his/her final paycheck.

2109.77 Clothing Allowance

The City shall provide required uniform clothing, insignia, leather goods, and all required equipment, except socks and footgear. The Deputy Chief in charge of the Uniform Division shall determine when such issued items should be replaced. Provisions shall be made to provide repairs to Police uniforms at City expense.

Employees assigned to work in civilian clothes for a period in excess of sixty (60) days, shall be compensated on a pro-rated basis in the amount of five hundred twenty dollars (\$520.00) annual clothing replacement allowance. Such payment shall be made June 30 of each year, based on the number of months in the previous twelve (12) month period that he was required to work in civilian clothes.

Effective June 30, 2015, all Command Officers shall receive an annual payment of eight hundred and eighteen dollars (\$818) for the purpose of clothing maintenance. This payment shall be made on or before June 30 of each year.

2109.78 Overnight Pay

Any employee ordered to be away from home overnight shall receive an additional four (4) pay at straight time for each full night away from home. Command Officers shall not be required to waive overnight pay unless such pay involves schools or seminars.

2109.79 Travel Allowance

Employees authorized to use their private motor vehicles on City business shall be compensated at the rate of twenty-two and one-half (22 1/2) cents per mile, or at the rate per mile which may be deducted from the employee's Federal Income Tax without having to itemize specific expenditures as established by Internal Revenue Service Regulations.

The City will reimburse Command Officers regularly assigned to the Training Section at the standard Internal Revenue Service rate for the mileage traveled in their personal vehicles to and from the corporate limits of the City of Toledo to training sites outside the city via the most direct route. Training Command Officers who live outside the city, and who do not pass through the City enroute to the training site shall be paid for the distance of the closest direct route from the City limits to the training site unless their actual mileage is less than that distance, in which case no payment shall be made. Payments of mileage arising under this Section shall be on a monthly basis in a fashion similar to Shift Premium pay.

2109.80 Termination and Severance Pay

Command Officers who terminate their employment with the City for any reason shall have their termination pay computed in the following manner:

(a) They shall be compensated for any earned vacation and bonus vacation including any vacation carried over from the previous year plus vacation earned the year in which the Command Officer terminated employment. The computation of the vacation earned in the year in which the Command Officer terminated shall be in accordance with the following table:

- Entitled to 2 weeks - 1.000 x the number of months worked.
- Entitled to 3 weeks - 1.417 x the number of months worked.
- Entitled to 4 weeks - 1.834 x the number of months worked.
- Entitled to 5 weeks - 2.250 x the number of months worked.
- Entitled to 6 weeks - 2.667 x the number of months worked.

(b) In addition to the above, the Command Officer shall be paid for any holidays worked for which he has not been compensated either in the form of pay or time off. If the Command Officer was entitled to discretionary holidays and has not taken them and he terminates on or before June 30, he shall receive pay for one (1) discretionary holiday. If the Command Officer terminates after June 30, he shall receive pay for two (2) discretionary holidays.

(c) Command Officers who retire or die or who separate in good standing from employment after twenty five (25) years of service shall also receive severance pay for unused sick time accumulated to time of termination at the rate of one half (1/2) for all such accumulated sick time up to two hundred (200) days and full pay for accumulated sick time in excess of two hundred (200) days.

(d) A Command Officer who dies as the direct result of injuries sustained in the course of his employment with the City, or who is totally and permanently disabled as a result of injuries received under unusual circumstances which may arise in the performance of his law enforcement duties, shall receive payment for his full accumulation of sick pay at the time of this death or retirement.

An employee shall be entitled to the pay-outs herein no later than ninety (90) days after said employee terminates employment with the City.

2109.81 Shift Premium

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

~~A shift premium of fifty (50) cents per hour worked shall be paid to any employee who is scheduled to start work on or after 11:00 A.M. and before 7:00 P.M. Starting times within this period shall be known as the afternoon shift.~~

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

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

2109.82 Stress Allowance

To give recognition to the unique nature of the services performed for the community by the Command Officers and to compensate for the occupational stress of their duties, each Command Officer shall receive an annual stress allowance of eight hundred and eighteen dollars (\$818) with payment to be in January of each year by separate check.

2109.83 Time Bank

The Time Bank shall continue in operation with the administration of such bank under the control of a committee of three (3) members appointed by the Toledo Police Command Officers' Association. The Committee shall maintain control of and operate the Time Bank. The provisions of this Time Bank are for Command Officers only.

A Command Officer may contribute a sick day from his accumulated sick time to the Time Bank or elect to work a regular day off. However, a Command Officer may only work a regular day off if in so doing his hours worked within the work period will not exceed the maximum non-overtime hours limitation under the Fair Labor Standards Act. Notification of contributions of sick time and hours worked must be provided to the police administration in advance. Such notification is for scheduling purposes only.

2109.84 Payday

The Command Officer shall be paid bi-weekly, every other Friday. Payroll checks shall be ready for distribution after 2:00 P.M. Thursday, or as otherwise provided in the case of a holiday.

- a) In the event that any error has occurred which results in a substantial shortage (10% or more of gross pay) in the Command Officer's pay, and the amount owed is not in dispute, then a special check shall be prepared immediately so that the employee receives his full pay when due.
- b) If any minor error is made in a Command Officer's pay, it shall be corrected no later than the next pay check, if not corrected on the next paycheck then a voucher shall be issued immediately to correct the error, providing the Command Officer so requests.

- c) In the event that payday falls on a holiday, the Command Officers shall receive their pay checks on the Wednesday prior to the holiday.
- d) In the event that an error has occurred which results in overpayment to a Command Officer, the City will deduct said overpayment from the next pay check.
- e) When a Command Officer elects to receive his bonus payment and/or accumulated compensatory time in lieu of days off as provided in Section 2109.68 (Paid Holidays) he may receive such payment in a separate check on a quarterly basis.

The Commissioner of Accounts will determine said dates of payment.

2109.85 Rules and Regulations

All rules and Special Orders shall be issued in written form. They shall be subject to the grievance procedure, but shall not be subject to arbitration. A copy of the Division Manual, all rule changes, and Special Orders shall be provided to each Command Officer.

Whenever possible, all Special, Administrative, Bureau and Section Orders will be provided to the Association three (3) days prior to general distribution. Personnel Orders, Notices and Bulletins, and Division Memoranda will be provided to the Association as a matter of general distribution.

2109.86 Retirement - Service Weapon

A Police Officer, upon honorable retirement, under service or disability circumstances, may purchase his service pistol for the sum of ~~fifty dollars (\$50.00)~~ **one dollar (\$1.00)**. Additionally, at the Officer's request, the Department Armorer shall deactivate the pistol for display purposes.

2109.87 Other Employment Compatibility

No Command Officer of the City shall accept outside employment that is adverse to or in conflict with his municipal employment. Compatibility shall be determined by the Chief of Police. When said employment is determined to be incompatible, the Command Officer shall have the right to meet with the Chief. The Command Officer is entitled to representation by the bargaining agent at this meeting.

2109.88 Trade Days Off

With the approval of the Bureau or Section Commander, Command Officers shall be allowed to trade days off with other Command Officers who work on the same

shift and within the same Section or Unit and who are able to do the work. In addition, a Command Officer shall be permitted to trade no more than two (2) days every FLSA period with any other Command Officer of the same rank, job assignment, and bureau, regardless of shift, who is able to do the work. Written notification signed by both Command Officers involved in the trade must be provided on the form supplied by the Department. All trades must be completed within the calendar year. Command Officers shall be allowed to trade days off with themselves whenever both of the following conditions are met:

(1) There are no more than (10%) of the Command Officers assigned to the Section or Unit requesting the day off for either vacation time, compensatory time, or trades with themselves; and

(2) The trade will be completed within the work period, or, if not completed within the work period, the trade will not cause the Command Officer's non-overtime hours to exceed the maximum non-overtime hours limitation of the Fair Labor Standards Act in the work period in which the day is paid back.

Command Officers asking for vacation days or compensatory time will be given first preference and then Command Officers requesting to trade a day off with themselves. Written notice shall be given at least three (3) days prior to the requested trade, except in the case of unforeseen emergencies which make it impossible for the Command Officer to give such advance notice. If the scheduling in the Section or Unit reduces the number of regularly assigned Command Officers at any rank to less than two, the remaining Command Officer shall be permitted to trade not less than one (1) trade per work period with himself.

However, when conditions permit, the Chief of Police, Bureau or Section Head may, at his discretion, allow the individual Command Officer, in excess of the ten per cent (10%), to trade days off. Unit shall be defined as agreed upon by the parties for purposes of this Section.

2109.89 Fatal Force/Mortal Wounding

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

The Command Officer shall receive the necessary time off to relieve the stress which has resulted from the use of fatal force/mortal wounding. The duration of the time shall be at the discretion of the Chief of Police.

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

2109.90 Administrative Responsibility

Except as otherwise provided herein, the City shall retain all rights and duties pursuant to the Charter of the City to operate and direct the Police Department.

2109.91 Savings Clause

If any article of this contract or any rider thereto should be held invalid, illegal or unenforceable by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity or legality, the remainder of this contract or any rider thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

It is the further intent of the parties that should any article or section of this contract be held invalid, illegal or unenforceable and inoperable, that section or article shall be renegotiated in an attempt to provide validity, legality and operability or acceptability to such section or article.

2109.92 Continuation of Services

The services performed by the employees included in this Title of the Code are essential to the public health, safety and welfare. The Association and the City, therefore, agree there shall be no interruption of the work for any cause whatsoever, nor shall there be any work slow-down or other interferences with the delivery of services to the public.

2109.93 Wellness and Fitness.

The "Letter of Understanding" dated August, 2009 is hereby deleted and replaced with the following:

The TPCOA and the City of Toledo recognize that the health and wellness of a Command Officer is an area of mutual concern. The parties have therefore agreed that Command Officers may annually be required to participate in a mandatory wellness evaluation. That evaluation will consist of some or all of the following:

- Cholesterol evaluation
- Fasting Blood Glucose
- Blood Pressure
- Heart rate
- Height/Weight
- 3 minute step test
- Cardiovascular fitness (fire bicycle test)
- Upper body strength (Fire Bench Press)

It is agreed that the plan's intent is to enhance overall wellness level of the department, to enable individual Command Officers to learn about their general wellness levels, and to educate Command Officers on methods of improving their physical condition. The plan is not intended for use as a basis for any punitive, disciplinary, or other adverse employment action.

The parties specifically recognize that this program involves medical evaluation and treatment of members. Records that are generated pertain to the medical condition of members. Confidentiality over all aspects of the program is therefore considered fundamental. It is expressly understood that any records generated are considered medical records within the meaning of O.R.C. 149.43.

In order to ensure the integrity of this process, the parties have further agreed as follows:

1. No records shall be maintained that identify an individual Command Officer and show his/her performance on any aspects of the evaluation. Only Command Officers will receive their individual results. Together with their results, officers will also be provided with information on improving their physical condition.
2. No command officer shall be subject to discipline or other sanction as a result of his participation in the wellness/fitness evaluation. Only those officers deemed unable to take the test shall be excused. The Wellness Panel shall discuss any dispute regarding participation with the understanding that participation is mandatory.
3. A four person panel comprised of two representatives of the TPCOA and two selected by the Chief shall convene after the administration of the first evaluation to discuss any issues from the scheduling and conduct of that evaluation.
4. No data whatsoever shall be created from the results of the evaluation until the Wellness Panel (a) mutually agrees that such record will not constitute a public record; or (b) agrees upon an acceptable format for the record; or (c) agrees upon some other resolution. The City reserves the right to discontinue the Wellness Plan if the statistical record issue is not satisfactorily resolved. If the issue is resolved, as set forth above in 4 (a), (b), (c) then any statistical record created from the results of evaluations shall only show numbers of Command Officers evaluated in various demographic groups and their aggregate evaluation results. Such statistical records shall be release to the four person panel. The panel shall then review and discuss those results.
5. The results of the evaluations or this program shall not be used in future bargaining in support of any proposal toward compelled compliance with evaluation results; nor shall results be used to support any proposal providing a right of disciplinary action based upon individual evaluations.

6. Any records maintained by the wellness/fitness provider for purposes of generating statistical reports shall only be retained until the next report is generated. Statistical reports may be retained indefinitely, subject to the conditions contained herein.
7. Neither the City nor the Toledo Police Department shall volunteer the results of the evaluation to any other entity.
8. If the City of Toledo publicly discloses (or is required to disclose) any individual results for any Command Officer under this program, or the program is discontinued, the TPCOA and its members shall no longer be required to participate in the program.

2109.94 Mid-Term Bargaining

In the event the City as a result of exigent circumstances (as this term is defined under Ohio law developed under R.C. 4117) that were unforeseen at the time of negotiations or the passage of legislation which conflicts with the terms of this Agreement finds it necessary to seek a change or changes to a term or terms of this Contract, the City, after approval by City Council, shall notify the Union of the proposed change or changes. The Union may, within ten calendar days of such notice, submit a written demand to bargain over such change or changes.

Should the Union demand to bargain as provided herein, the parties shall engage in good faith bargaining for a period of not less than five days and not more than ten days. Bargaining shall be conducted by teams consisting of not more than four persons, unless a larger number is mutually agreed to by the City and the Union.

If the bargaining teams have not reached agreement by the end of the bargaining period, the parties will engage in mediation for a period of not more than ten days, or until a resolution is reached or impasse is declared by either party, whichever first occurs. The mediator shall be assigned by the State Employment Relations Board, unless the parties mutually agree on a mediator.

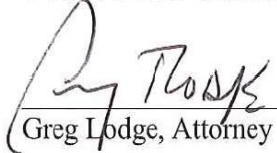
If the parties have not reached agreement by the end of the mediation period, the City may elect to submit the unresolved issue or issues to conciliation. The conciliator shall be selected and the hearing conducted in accordance with the provisions of R.C. 4117 and the implementing provisions of the Ohio Administrative Code. The City shall maintain the status quo until the conciliator provides his or her decision.

2109.95 Termination

This Chapter of the code shall be effective as of the first day of January 1, **2018** and shall remain in full force and effect until December 31, **2020**.

This Chapter of the Code shall remain in full force and be effective during the period of any negotiations to arrive at a renewal agreement.

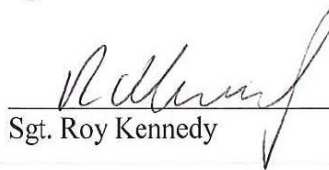
Toledo Police Command Officer's Ass'n




Greg Lodge, Attorney



Sgt. Daniel Raab



Sgt. Roy Kennedy



Lt. Scott Sterling



Sgt. Scott Williamson




Lt. Todd Miller

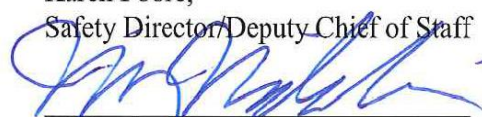
City of Toledo



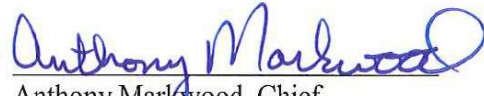
Wade Kapszukiewicz, Mayor



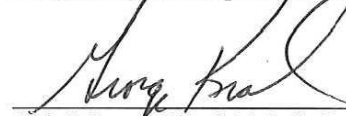
Karen Poore,
Safety Director/Deputy Chief of Staff



Michael Niedzielski,
Director of Human Resources



Anthony Markwood, Chief,
Bargaining and Representation



Chief George Kral, Toledo Police
Department



Deputy Chief Cheryl Hunt, Toledo
Police Department



Deputy Chief Michael Troendle,
Toledo Police Department