

**AGREEMENT  
BETWEEN THE  
CITY OF TOLEDO**



**AND  
TOLEDO POLICE  
PATROLMAN'S ASSOCIATION  
LOCAL 10  
I.U.P.A., A.F.L. – C.I.O.**



**JANUARY 1, 2018 – DECEMBER 31, 2020**

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**2129.01 Recognition of the Toledo Police Patrolman's Association, Local 10, I.U.P.A. - A.F.L. - C.I.O.**

The City agrees to recognize the Toledo Police Patrolman's Association, Local 10, (hereinafter referred to as the Association), as having jurisdiction over and being the sole and exclusive bargaining agent for employees of the City working in the classifications that are listed in Section 2129.02 "Classifications" herein for the purpose of establishing wages, hours of work, other terms and conditions of employment, and handling of grievances. The City shall not negotiate with, nor make any collective bargaining agreement or contract with any other employee group or with any of the employees working in classifications covered by this agreement, individually or collectively. All agreements entered into between the City and the employees covered by this agreement shall be through duly authorized representatives of the Association. Any other agreement shall be of no effect.

**2129.02 Classifications**

The classifications included within this bargaining unit, and their eligibility for representation and benefits shall be as follows:

- (a) **Police Officer Trainee:** All newly hired trainees shall complete the Ohio State Peace Officers Training Council Minimum Standard Training Program prior to being assigned to any regular police duties. At the conclusion of the training period, the Trainee who has successfully completed the training course shall then be classified as a Police Officer Probationary and will be assigned regular police duties. When O.P.O.T.A. (Ohio Police Officer Training Academy) certified employees are hired, they as well shall be considered Trainee Police Officer until their assignment as a Police Officer Probationary commences. Upon completion of the Police Officer Trainee Program the employee will receive the first step wage increase. No Trainee shall be assigned to any regular police duties nor receive any fringe benefits other than Hospitalization and Death Benefit during the Academy training period.

Upon the employee having successfully completed the training period in the Police Academy, he/she shall then be entitled to full fringe benefits. The Association shall represent a new employee upon satisfactory completion of the Academy. However, the Association shall not represent the employee in an issue pertaining to the acceptance or rejection of the employee during the Probationary Period.

All O.P.O.T.A. Certified employees, laterally hired, shall be released from the Academy for an orientation with the Association. This shall occur two (2) days or more prior to the completion of the Academy, and shall be accomplished at the Association's facility at a time agreed upon by the Police Administration and the Toledo Police Patrolman's Association.

- (b) **Police Officer - Probationary:** All appointed employees shall serve a probationary period of one (1) year of duty in actual police service after successful completion of the Police Academy, or such longer period as agreed upon by the Director of Police Operations and the Toledo Police Patrolman's Association to allow for an

extended full evaluation of Probationary Employee. They shall have no seniority during this probationary period, but upon completion of this year, their seniority date shall be established as the original date of employment.

Absence from work for any reason, except schooling required by law, shall not be included in calculating an employee's one (1) year probationary period, but in no event shall a probationary employee become permanent until he has completed one hundred eighty (180) work days of actual police service.

The City may discharge an employee at any time during the employee's training or probationary periods and a statement of the reason(s) for such discharge shall be submitted to the employee. The provisions of this section shall apply only to employees in their initial probationary period or any mutually agreed upon extension.

(c) **Police Officer:** Employees upon the completion of the probationary period shall be classified as police officers and will be known as permanent employees. Their training and probationary periods shall then be counted for purposes of determining their entitlement to all fringe benefits, as well as their continuous service date in the event of layoff.

The Association shall be the exclusive bargaining agent to address a new police class. This is to occur at some time between the 130th and 150th days of their employment while they are in attendance at the police academy, for the purpose of informing new employees of the existence of the Association and their functions as representatives of employees.

(d) **Sergeant-At-Arms:** The position of Sergeant-At-Arms will be selected from the rank of Police Officers. The Sergeant-At-Arms shall be selected by the City Council and his/her duties shall be exclusive to the business of the Mayor and City Council. In the event of holidays not covered within this agreement, said duties shall be defined by the Chief of Police.

### **2129.03 Field Training Officer**

(A) Police Officers who are assigned to this program will be called Field Training Officers (herein referred to as F.T.O.), however, the police officers shall retain the classification of Police Officer for all provisions of this agreement. All police officers who are selected to participate within this program will be assigned as an F.T.O. on an individual voluntary basis only.

(B) The entry criteria into the Field Training Program shall be:

1. The applicant must have a minimum of three (3) years of continuous seniority with the Department at the time of selection. Officers who do not meet this minimum requirement but have prior police experience or exceptional abilities may be considered.

2. The applicant must have been assigned to Field Operations at any time for at least six (6) months prior to date of application.
3. Successful applicants must be available for regular patrol beat assignments for the duration of the process.
4. The applicant must have a commitment to the training and development of new officers.
5. The applicant must be willing to work overtime to accomplish training and evaluation duties when necessary.

(C) Field Training Officers shall be selected by a committee to be composed of five (5) representatives: two (2) from the current Field Training Officers to be appointed by the Association; one (1) Field Training Sergeant; the Field Training Commander; and the Personnel Commander.

The FTO Selection Committee will consider the following criteria:

1. Performance evaluation by current supervisor and Commander.
2. Discipline history as defined in Section 2129.25 “Disciplinary Record Retention” and 2129.26 “Personal Service Record” herein.
3. Attendance record.
4. Prior work product review (i.e. Incident reports, OH-1, and supplemental reports).
5. Prior performance as an FTO (where applicable).
6. Writing sample based upon a defined circumstance.
7. A personal interview before the selection committee to include a problem solving exercise.

(D) After interviewing all the candidates, the selection committee shall carefully consider all the factors presented and produce a list of FTO nominees. When everything is equal between two candidates, the officer most senior shall be the one nominated by the committee.

After the selection, all successful FTO candidates will undergo either basic, or refresher FTO training. Those successfully completing the training will be certified eligible for actual FTO service and benefits.

(E) Once an officer is a certified FTO, regardless if he/she is in actual training, he/she will receive a five (5%) percent adjusted gross wage annually, payable in the 26 regular pay periods. The adjusted gross wage will not be considered as a new base wage rate. The five



(5%) percent payment is also independent of the consideration provided in Section 2129.32, "Career Enhancement Program."

(F) The officer will retain FTO certification except where there are general changes of assignment, the officer chooses to withdraw from the Field Training Program, or where there is just cause for removal.

(G) Cause for removal shall be directly related to one or more of those criterion used in the selection process as listed in 2129.03 "Field Training Officer" (B) and (C). Removal of certification may be authorized only by the Chief of Police (or his designee) upon either the recommendation of the Selection Committee or as a result of the disciplinary process. **Prior to the Deputy Chief's recommendation, the Deputy Chief will meet with the Union to discuss the recommendation without the officer present. Subsequently, the officer will have the right to meet with the Chief of Police to discuss the removal.**

(H) Commencing on September 1, 2014, a Patrolman certified as an FTO and has been placed on Light Duty status for a NON-DUTY illness or injury (Section 2129.42 "Disability Assignments") status for a period of more than ninety (90) days or has been placed in RESTRICTED DUTY status for a period of more than ninety (90) days shall relinquish his or her 5% FTO Pay for the duration after ninety (90) days in this duty status. The 5% FTO pay shall be reinstated the first pay period they return to full duty status in the Field Operations Bureaus.

(I) An FTO Officer submitting a bid/Sgt. report for a TEMPORARY assignment for a duration of more than ninety (90) days, AND would change his FTO status to unavailable only while a probationary class is actively working in the FTO Program, shall relinquish his or her 5% FTO pay for the duration of the officer's TEMPORARY assignment. The 5% FTO pay shall be reinstated upon the officer's return to Field Operations duty regardless if a probationary class is active in the FTO program.

(J) Patrolmen whose duty assignment is the MOTORCYCLE UNIT and are FTO certified shall be decertified of their FTO status as of December 20, 2014. The Motorcycle Unit shall not consist of any FTO certified patrolman after this date. If the Motorcycle Unit is eliminated from the Toledo Police Department by January 1, 2016, then those Patrolmen in that Unit who previously had FTO status shall have their FTO status re-instated and remain in the Field Operations Bureau available for FTO duty.

The Motorcycle Unit Patrolman shall receive forty (40) points as a specialty assignment in the Career Enhancement Program (Section 2129.32) as of January 1, 2015.

### **2129.031 Corporal Stipend**

Effective July 1, 2016, once Police Officers have achieved ten (10) years of continuous service with the City of Toledo, they will be designated as Corporals. In addition, Police Officers achieving ten (10) years service thereafter shall receive the Corporal Stipend upon their ten- (10) year anniversary date. The stipend shall be paid, as set forth below, every year

thereafter. However, those officers shall retain the classification of Police Officer pursuant to and for all provisions of this Agreement, including, but not limited to, Sections 2129.01 "Recognition of the Toledo Police Patrolman's Association, Local 10, I.U.P.A. - A.F.L. - C.I.O." and 2129.02 "Classifications."

Once an officer achieves Corporal designation, he/she will receive a stipend of an amount equal to three percent (3%) of the annual base wage, payable in the 26 regular pay periods. The amount paid will not be considered as a new base wage rate. The three percent (3%) stipend is also independent of the consideration provided in Section 2129.32, "Career Enhancement Program."

#### **2129.04 Federally Funded Positions**

Any Police Officer hired with Federal funds shall have the right to become members of the Association recognized as the bargaining agent for Police Officers and shall be included in the bargaining unit.

#### **2129.05 Listing of New Employees**

All employees shall be required to provide the Department with their current address and phone number upon accepting employment and to update this information annually and/or at any other time in which a change occurs.

The City will furnish the Association with a list of all new employees, their address and phone number upon completion of their thirtieth (30th) calendar day of employment with the Department of Police.

Upon the employee's completion of the training period, the City will furnish the Association with a list of the duty assignments of the new employees.

The City will provide the Association, upon notification, the change in address or phone number of the new employees in order that the Association will be able to discharge its responsibilities.

#### **2129.06 Agency Shop, Payroll Deductions and Dues Checkoff**

(a) In recognition of the Toledo Police Patrolman's Association's services (herein referred to as the T.P.P.A.) to the bargaining unit and the Toledo Police Patrolman's Association's role in helping develop a harmonious and stable labor relationship between the bargaining unit employees and the City, employees within the bargaining unit will, upon completion of the academy training period, either become members of the Toledo Police Patrolman's Association or share in the financial support of the Toledo Police Patrolman's Association by paying to the Association a service fee as established by law not to exceed the amount of dues or initiation service fees uniformly required of members of the Association.

(b) The Association shall notify non-members of their obligation to pay service fees and such notification will include the procedures for payroll deductions and direct cash payments.

(c) The City shall pursuant to O.R.C. Chapter 4117 deduct current Association dues, initiation service fees, initiation fees and equal assessments and service fees from the paychecks of employees within the bargaining unit as set forth in the recognition clause. Dues shall be deducted (in half payments) from the first two paychecks of the month for which current dues, initiation fees, initiation service fees, equal assessments or service fees (each payable in advance) are due the T.P.P.A.

(d) No other labor organization shall be afforded dues deductions.

(e) The City shall remit to the Financial Secretary of the Association, dues, service fees, initiation fees, initiation service fees or equal assessments so deducted from the paychecks of the employees covered herein by check or wire transfer at the union's discretion immediately following said withholdings. The City shall provide monthly to the T.P.P.A., a list of those members and non-members on payroll deduction.

(f) Nonpayment of service fees, initiation fees, initiation service fees, dues or other equal assessments may be pursued by the Union at its option through collection or other remedies permissible under Ohio law. The City will deduct any arrears in unpaid Association dues, service fees, initiation service fees, initiation fees and equal assessments owed to the Association, if and only if, the City has made an error in failing to deduct such dues, fees or equal assessments during a former payroll period, or if the City receives a court-ordered garnishment of wages for such fees or other court order requiring the same.

(g) Payment of dues or service fees shall not be a condition of continued employment.

(h) The Association shall indemnify and save the City harmless against any liability that may arise out of, or by reason of, any actions taken by the City for the purpose of complying with these provisions.

### **2129.07 Credit Union**

The City agrees to deduct, from the paychecks of 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.

### **2129.08 United Way and TPPA**

The City agrees to deduct from the paychecks of employees giving written authorization, any monies for the TPPA Charities and the United Way Payroll Deduction Program and remit such withholdings to proper authorities.

**2129.09 Police Insurance Fund**

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

**2129.10 Deferred Compensation**

The City shall make available during the term of this agreement the opportunity for all employees 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 a joint labor management committee, set up and chaired by the Association.

**2129.11 Pledge Against Discrimination and Coercion**

The provisions of this Agreement shall be applied to all employees, without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The failure of the City or the Association to apply this agreement without discrimination, when brought to the attention of either party, shall be subject to the provisions of the grievance procedure.

All references to employee in this Agreement designates both sexes, and where the male gender is used, it shall be construed to include male and female.

The City agrees not to interfere with the rights of employees to become members of the Association, 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 Association.

The Association recognizes its responsibility as bargaining agent and agrees to review and/or present all employee grievances in the bargaining unit without discrimination, interference, restraint or coercion. The Association agrees not to intimidate or coerce any employee in an effort to recruit membership.

**2129.12 Bulletin Boards**

The City agrees to furnish glass enclosed bulletin boards with locks at all separate Police facilities where requested for the use of the Association to post notices relative to Association affairs.

Articles posted on the Association bulletin boards shall not be removed or tampered with by the City.

Bulletin board placement shall be mutually agreed upon.

### 2129.13 Representatives

Effective January 1, 2010, there shall be a total of nine (9) representatives determined by the association. If the Department designates a third district station, the number of representatives shall increase to twelve (12) and remain at that level as long as the three district stations are designated by the Chief.

One of the representatives from the respective District Stations shall be considered the Senior Steward. Only the Senior Steward or his/her designee shall be released from an on duty status for the purposes of attendance at the Association Monthly Board of Directors meeting. The scheduling of this meeting shall be exclusive to the business of the Association.

These representatives shall be authorized to represent the employees in the First Step of the Grievance Procedure. The employee who has a grievance shall be entitled to only one (1) representative of his choice in the first step of such procedure. The representative shall be allowed reasonable time to investigate the grievance with the employee in such a way that will not unnecessarily interfere with the police operations. The President of the Association and/or his designees shall continue to represent the Association in subsequent steps of the grievance procedure.

The Association representatives shall make every effort to assist the supervisor in settling grievances in the First Step of the Grievance Procedure. When the grievance cannot be settled at the First Step, then the Association representative will refer it to the Association for further handling in accordance with the grievance procedure provided herein.

If an employee is to be reprimanded by the supervisor, then he shall have the right to be represented by the Association Steward before the supervisor.

The Association President and/or his designee will be allowed sufficient time to conduct other necessary Association business.

The Association President shall be scheduled to work on the Administrative Schedule. The Association President shall report to the Personnel Section by phone on days he is scheduled to work and shall be considered as full time released. Additionally, a designee of the president shall be placed on the day schedule and shall report to the Personnel Section and shall be considered as full time released.

The Association elections shall be conducted in the **two (2) district stations** ~~Safety Building~~ and the City agrees to permit two (2) police officers as designated by the Association President to provide security for the period of the election **at each station. The maximum number of officers selected from a particular district station shift for purpose of election security shall be two (2). Additional officers may be selected from the shift to assist in filling the two (2) security positions at the other district station if recall is not generated.** The Association President agrees to assign off-duty personnel to provide the security when practical. **Union business hours are not eligible and do not count toward FLSA shift hours.**

The City agrees to afford the Association seventy-five (75) additional days of release time for the purpose of attending conferences, lectures, educational seminars and union related activities per year.

The Association is entitled to have four representatives (excluding the President and the designee of the President) released for contractual negotiations. The members of the Association bargaining team shall receive ~~ninety (90)~~ **seventy-five (75)** days release time prior to the **expiration of this Agreement. The bargaining team members will remain on release until the Agreement is ratified by the respective Parties.** ~~beginning of bargaining over the next collective bargaining agreement which release time shall terminate upon ratification of a new contract or on December 31, 2017, whichever occurs first. Additional time shall be granted for fact finding and conciliation hearing dates.~~ Any other release time for preparation of the latter shall be as needed with any dispute over release time being resolved with an agreed upon third party on an expedited basis.

#### **2129.14 Grievance Procedure**

The definition of a grievance shall be any dispute or difference that arises between the City and the Association as to the interpretation or application of any provisions of this agreement. Such dispute or difference (hereinafter referred to as "grievance") shall be settled in accordance with the grievance procedure set forth.

It is the mutual desire of the City and Association to provide for prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by both the City and Association to effect the resolution of grievances at the earliest step possible. In the furtherance of this objective, the following procedure shall be followed:

- (a) **FIRST STEP:** When an employee has a grievance, the employee shall contact the Association steward and they shall verbally discuss the matter with his Section Commander or his designee and attempt to resolve the problem. The grievance must be brought to the attention of the Section Commander or his designee within ten (10) work days of the employee having, through the exercise of reasonable diligence, gained knowledge that a grievance exists. If the grievance cannot be resolved through verbal discussion, then it shall be reduced to writing and presented to the Bureau Commander or Section Commander by the Association. The specific contract section(s) at issue must be cited in the grievance. The Bureau Commander or Section Commander shall indicate, in writing, his response to the grievance by the end of the shift, on the tenth (10th) work day following the day on which the written grievance was presented.

If the answer of the Bureau Commander or Section Commander is not satisfactory, then the Association shall have ten (10) work days to appeal the grievance to the Second Step of this grievance procedure.

"Work days" for purposes of all provisions of this collective bargaining agreement shall be Monday through Friday, excluding major holidays. Any reference to days herein, unless specified as calendar days, shall be considered as "work days".

(b) **SECOND STEP:** Grievances not settled in the First Step shall be delivered to the Chief of the Department of Police. The Chief of the Department of Police and/or his designee shall attempt to settle or have settled the grievance within ten (10) work days after the submission to his office. If the answer of the Chief is not satisfactory, then the Association shall have ten (10) work days to appeal the grievance to the Third Step of this grievance procedure.

(c) **THIRD STEP:** If the dispute is not settled to the satisfaction of all concerned parties, then the grievance shall be submitted to the Director of Public Safety and/or her/his designees who shall jointly attempt to settle the dispute. The Directors shall provide a written answer to the grievance within ten (10) work days after the matter has been submitted. If the answer of the Directors is not satisfactory, the Association shall have fifteen (15) work days to appeal the grievance to the Fourth Step of this grievance procedure.

(d) **FOURTH STEP:** If the decision of the City as given in the Third Step of the Grievance Procedure is not satisfactory, then the Association shall notify the City in writing within fifteen (15) work days after the answer of the Director, that the grievance is to be submitted to arbitration. The parties may mutually agree to a mediator to discuss any grievance. The mediator may give an advisory opinion as to the merits of the grievances before him/her. Said opinion shall not be used in any subsequent arbitration; nor shall it prejudice the positions of either party. The cost of said mediation shall be borne equally by the parties. Within fifteen (15) work days after notification when a grievance is submitted to arbitration the parties will decide if the Expedited Advisory Labor Arbitration process is to be used as set forth in this contract, or, if not, then the following process for binding arbitration is to be followed. At the request of either party, the Federal Mediation and Conciliation Service or the American Arbitration Association will submit a list of seven (7) names of available arbitrators. In the event that the parties cannot agree on the medium for presentation of these issues, the Federal Mediation Conciliation Service shall be used. Upon receipt of the list within fourteen (14) work days, the City and the Association representative shall alternately strike one (1) name from the list. The side to strike the first name shall be chosen by lot. The person whose name has been chosen shall become the arbitrator. The arbitration shall be heard at the arbitrator's earliest available date. The fees and expenses of the arbitrator shall be paid by the party against whom the arbitrator renders an adverse decision.

In the event more than one grievance is referred to the same hearing, the costs of the arbitration shall be divided proportionately, the loser bearing the proportionate share of the costs for the cases lost. All other expenses for witnesses or otherwise shall be borne by the party incurring the cost. However, any City employee called as a witness by either side, will continue to receive his regular rate of pay while attending such a hearing, not to exceed the normal eight (8) hours.

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

All written responses at steps 2 and above are to be sent to the Vice-President responsible for grievances and the President of the Association. All grievances and appeals filed at steps 3 and above are to be sent to the Director of Public Safety, the Director of Human Resources, and the Chief of Police. Grievances, appeals and responses sent by U.S. mail shall be deemed received as of the date of posting.

Any grievance that originates from a level above the First Step of the grievance procedure shall be submitted directly to the step or level from which it originates.

Grievance awards that specify the individual(s) to be paid and the amount shall be issued by the next full pay period after the award date.

### **2129.15 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 agreement.

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.

#### **2129.16 Default in Answer**

In the event that the City fails to answer a grievance within the time required at any step of the grievance procedure, 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 grievances.

#### **2129.17 Legal Counsel**

(a) The Association's Attorney may be brought in to represent the Association or the member at any step of the discipline or grievance procedure as defined herein.

(b) At the sole election of the Director of Law and consistent with the applicable Rules of Professional Responsibility, independent legal counsel may be retained by the City to represent members of the Association when they are sued for conduct within the scope of their employment. The Director of Law may engage outside counsel for this purpose without further Council authorization if the anticipated fees and expenses do not exceed Ten Thousand Dollars (\$10,000.00). In the event the anticipated fees and expenses are estimated to exceed that amount, or if after the initial retention it becomes apparent that the fees and expenses will exceed that amount, the Director of Law shall seek Council authorization for the expenditure or additional expenditures. The outside counsel or law firm used for purposes of this provision shall be by agreement of the Law Director and the T.P.P.A.

## **2129.18 Acceleration or Extension of Grievances**

Upon mutual agreement between the person who should answer the grievance at each step and the Association, any step or steps in this procedure may be combined, to accelerate the resolution of the grievance. Each person responsible to answer at each step shall make an immediate decision as to whether the grievance is to be advanced. Upon mutual agreement, the time limits set forth herein may be extended providing such extension is agreed to by both sides in writing.

## **2129.19 Employee's Bill of Rights**

A. An employee has the right to the presence of counsel and/or a representative of his recognized bargaining unit and the right of cross-examination of all witnesses at disciplinary hearings requested before the Chief of Police, the Safety Director, Civil Service Commission and/or before an Arbitrator.

B. An employee 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. Internal Affairs questioning of the Officer named in the criminal complaint and any administrative charges against that 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 Officer removes himself/ herself from duty without pay.

The City recognizes that criminal investigations of a police officer should be and will be handled in the same manner as a criminal investigation that would involve any citizen.

C. Before an employee may be charged with any violation of the Departmental Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer questions, or participate in such investigation, may be made the basis of such a charge.

D. Any interrogation, 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 employee has the right to the presence of an Association representative during these sessions.

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

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

G. The Department may divulge the fact that a particular 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 an employee suspected of a violation is being interrogated in an Internal Affairs investigation, such interrogation shall be recorded at the request of either party.

I. An employee who has been charged with a violation of any Departmental policies, or Rules and Regulations, shall upon request be provided the opportunity to inspect and obtain written statements and any other material as a condition to its use at a hearing on such charge.

Such request must be made forty-eight (48) hours prior to the scheduled hearing time. However, the forty-eight (48) hour provision may be waived in the event of extenuating circumstances.

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

K. Any evidence obtained in the course of an Internal Affairs investigation through the use of administrative pressures, threats or promises made to the employee shall not be used in any subsequent criminal court action.

L. In the course of an Internal Affairs investigation, a polygraph examination will be administered only with the consent of the officer under investigation. If in the course of an internal investigation, an employee has been given a polygraph examination, such examination shall not be used in any subsequent criminal court action.

M. When an employee 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. Any Officer brought before the Internal Affairs Unit for investigation has the right upon request to have present an attorney. Any information divulged at said interview shall remain confidential.

O. If the rights of the employee who is under investigation as provided herein have been violated, the violation shall be subject to the grievance procedure, but limited to the Third Step of such procedure.

P. Investigations by Internal Affairs with regard to minor violations shall be completed within forty-five (45) calendar days after filing of the original Departmental Investigation Form (D.I.F.).

Major complaint investigations, other than criminal complaints involving felony violations, shall be completed within one hundred (100) calendar days after filing of the original

D.I.F. unless upon request to the Safety Director an extension of time 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.

An additional fifteen (15) calendar days shall be provided beyond the forty-five (45) and one hundred (100) day limits above in cases where the investigation is not initiated in the Internal Affairs Section although a D.I.F. has been filed.

**When the Internal Affairs Section conducts an investigation involving a major complaint, and has more than one (1) officer involved, Internal Affairs shall determine to which of the officers a major or minor violation is applicable. The investigation of the officer(s) where a major charge is found shall continue to have a one hundred (100) calendar day limit with all other language in this section being applicable.**

**The officer(s) determined to be charged with a minor violation involved in the same case shall have their investigation complete within forty-five (45) calendar days with all other language in this section being applicable.**

**Should, through the continuation of investigation of the same case, Internal Affairs produce a major complaint associated with an officer in the case who has had his minor violation investigation completed that officer(s) shall be charged and investigated for that complaint under the one hundred (100) calendar day limits already in force on this same investigation.**

## **2129.20 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 usage 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 the abusive use of a legally prescribed drug.

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

All employees will be informed of the 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 employee will be subject to testing, what the tests can determine, and the consequences of testing positive for illegal drug use or alcohol abuse. All new employees will be provided with this information when initially hired. No employee shall be tested until this information has been provided.

4. Basis for Ordering an Employee to be Tested for Drug or Alcohol Abuse. Employees may be tested for drug or alcohol abuse under any of the following conditions:

a. Where there is reasonable suspicion that the Police Officer to be tested is using or abusing illegal drugs.

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

c. An off-duty officer who is engaged in misconduct as defined in the Department Manual who either identified himself as a police officer in an attempt to mitigate the issue of his/her misconduct or acts under the color of their authority may be subjected to alcohol testing. For purpose of this paragraph c., a "positive test result" is defined as .08 BAC or above. An off-duty officer who tests positive will be required to attend and complete mandatory treatment counseling. A positive test result in and of itself is not the basis for an additional disciplinary action.

d. When an employee is required to submit to alcohol/drug testing while off-duty they shall be compensated per Section 2129.50 "Work in Excess of Regular Workday."

e. Those officers who are permanently or temporarily assigned to work the following: Property Room, **Forfeiture/Bulk Cash Task Force**, ~~Drug and Gang Reduction Team~~ **Gang Task Force**, **Vice Narcotics**, **Special Investigation Section**, ~~Tactical Operations Team~~ **Special Weapons and Tactics**, Metro Drug Task Force, Bomb Squad, and Canine Unit may be tested once annually for drugs and/or alcohol.

f. Those officers on a promotional eligibility list may be tested prior to promotion.

**g. After any vehicular accident in which an employee is the driver at fault, the employee may be tested for drug and/or alcohol use at the Chief's discretion.**

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

**Any officer chosen for a random or assignment related drug and/or alcohol test that utilizes sick time prior to their arrival to work on the day of the scheduled test, may be tested on another date within five (5) work days of their return. Officers that have arrived for work and ordered to be drug and/or alcohol tested will not be allowed to utilize sick time until after tested. Officers refusing to go test will be treated as refusal to test. Officers ordered to submit to a drug and/or alcohol test, must submit to the test(s) prior to entering a dependency program.**

#### 5. Urine Samples

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

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

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

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

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

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

#### 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.

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

#### 7. Testing Procedures

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

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

- i. Initial screening step, and
- ii. Confirmation step.

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

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

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

**When a urine sample is found to be positive and dilute, the dilute factor is of no consequence since the metabolite of a specific drug was found to be present and above the cut-off level, which would indicate use of that substance. Thus, the test would be considered positive. However, if the urine sample is found to be negative and dilute, the test shall be repeated. If the second urine sample is also negative and dilute, then the result would be considered negative and no further testing is required.**

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

A positive test for alcohol on-duty will be a .04 BAC and above. Any officer who tests positive may be subject to discipline and/or mandatory treatment counseling.

Any on-duty officer who has under .04 BAC shall not be subject to discipline but will be required to go home. This officer may utilize any accumulated compensatory or vacation time to cover their absence. Any on-duty officer who tests at .04 BAC and above while on-duty may be subject to discipline. An on-duty officer who tests positive will be required to attend and complete mandatory treatment counseling.

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.

## 8. Disciplinary Action

Officers who, as a result of being ordered to be drug or alcohol tested, are found to be abusing drugs or alcohol may be subject to dismissal. Refusal to submit to a drug or alcohol test, adulteration of, or switching a urine sample may also be grounds for dismissal.

Voluntary submission to a chemical dependence program can be a basis for consideration prior to imposition of penalty.

## 9. Right to Appeal

An officer disciplined as a result of a drug or alcohol test has the right to challenge the results of such drug or alcohol test through the disciplinary appeal procedures in Section 2129.22 "Relief from Duty."

## 10. Voluntary Participation in a Dependency Program

An officer may, at any time, voluntarily enter a chemical dependency program. This may be done through the Employee Assistance Program or by direct contact with the other providers of such services. Knowledge gained by the employee's voluntary admission or participation in a chemical dependency treatment program shall not be used as the basis for discipline. An officer shall be allowed to use sick time or any other accumulated 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 officer 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 Police Officer is fit for duty. An officer found temporarily unfit for duty because of drug or alcohol abuse shall be treated as are those similarly situated, i.e., sick leave, temporary reassignment, if available.

## 11. Duty Assignment After Treatment

Once an employee successfully completes rehabilitation and is fit for duty, the officer shall be returned to the regular duty assignment, except that the officer's return to Property Management, **Forfeiture**/Bulk Cash Task Force, ~~Drug and Gang Reduction Team~~ **Gang Task Force**, **Vice Narcotics**, **Special Investigation Section**, ~~Tactical Operations Team~~ **Special Weapons and Tactics**, Metro Drug Task Force, Bomb Squad, and Canine Unit shall be at the discretion of the Chief of Police. Officer 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 years the records of treatment and positive drug test results shall be retired to a closed medical record. The Chief of Police or his designee shall have the right to test the employee up to four (4) times in the calendar year



following the officer's return to work in a full duty status. The police officer shall be given a fresh start with a clean administrative record. Except that discipline records shall be retained as is provided for in Section 2129.25 "Disciplinary Record Retention."

## 12. Right of Union Participation

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

## 13. Union Held Harmless

This drug and 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 employees' claims based on constitutional rights regarding the application of this Section of the collective bargaining agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any employee's constitutional rights.

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

### **2129.21 Firearms Review Board**

When an employee is summoned to appear before the Firearms Review Board, the Police Officer may have a representative of the recognized bargaining unit appear and speak on his behalf.

### **2129.22 Relief from Duty**

No employee shall be relieved from duty without first being afforded the right to a hearing as provided in Section 2129.23 "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 and discipline of the Department.

When such a situation occurs, the employee shall be advised of his/her status within seven (7) calendar days.

The Department shall notify the officer and the Association within the seven (7) calendar day period of the specific charges or reasons that have resulted in the officer's removal from duty without pay. The Association shall have the right to dispute the legitimacy of any charge used by the Department to support the removal from duty of any officer. An officer relieved from duty shall be reimbursed with full back pay in the event the officer is found innocent in the administrative process of the charges which resulted in the officer's relief from duty, except to the extent of any suspension imposed for other charges of which the employee is found guilty in the administrative process.

### **2129.23 Suspension or Disciplinary Action**

When departmental charges are to be filed against an employee, the Chief of Police or his designee shall have the charges against the employee reduced to writing with two (2) copies of the charges to be served on the employee. The employee may request a hearing with the Chief of Police to be conducted by the Chief or his designee not sooner than seven (7) work days and not more than fourteen (14) work days after the written charges have been served upon the employee.

Requests for hearings shall be made in writing within five (5) work days after the charges have been served on the employee. If a hearing is not requested, the Chief/designee shall render his decision without a hearing within said fourteen (14) work day period.

If the Chief or his designee recommends the suspension of an employee, then he shall forthwith, in writing, certify to the Director of Public Safety the fact of such suspension. Within five (5) days 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 the City of Toledo. The Director of Public Safety at his discretion may conduct a hearing on the suspension as provided in the Charter and the employee shall have the right to be represented at such hearing.

The Director of Public Safety shall render judgment in the matter and take action as he deems suitable and as is provided for in the Charter.

The decision of the Safety Director with regard to the 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.

### **2129.24 Reprimand**

When it becomes necessary for a supervisor to reprimand an employee, it shall be done with discretion in a manner as not to cause public embarrassment to the employee. In the event that a verbal or written reprimand is issued that is to be made a part of the official personnel record of an employee, the only appeal that will be provided is an "appeal review" whereby the Association, on behalf of the member, sets forth in writing to the Chief of Police why the reprimand should not have been issued. The Chief of Police, or his designee, shall then review the facts giving cause for the issuance of the reprimand and shall make a final determination.

In the event that a supervisor finds it necessary to reprimand an employee, the employee 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 employee with a copy of the supervisor's notations. The employee shall acknowledge receipt of same by signing and dating the original copy of the record. **A copy of all counselings and reprimands shall also be forwarded within ten (10) work days of issuance to the TPPA to be placed into the employee's personal file.**

### **2129.25 Disciplinary Record Retention**

The City shall only retain disciplinary records (including but not limited to records contained in the personnel service file and investigative files) for the time periods set forth in the following schedule:

<b>Period</b>	<b>Records</b>
5 years	All records relating to cases of suspensions of 30 days or more
4 years	All other disciplinary records

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.

Commencing January 1, 1994 and thereafter all disciplinary records maintained by the City that exceed the above retention schedule shall be destroyed. 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.

The union agrees to make available and provide copies to the city, any and all disciplinary records that they have in their possession to determine relevancy in any appeal hearing. The question of as to admissibility of said documents will remain with the administrative hearing officer and/or arbitrator.

### **2129.26 Personal Service Record**

All Police Officers shall be permitted to review their Personal Service Records and shall receive a copy of all additions thereto. The Personal Service Record of a Police Officer shall be cleared of any offenses in accordance with the following schedule:

- (A) All reprimands shall be removed from the Personal Service Record after two (2) years from the date of the reprimand.
- (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.
- (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.
- (D) Suspensions, as set forth in (B) and (C) above, may be removed after two (2) years from the date of the suspension at the discretion of the Chief of Police.

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

(E) In reference to the classification Police Officer Trainee, upon successful completion of the Police Academy all reprimands and counseling records shall not be used in future disciplinary hearings.

(F) Personnel Service Record shall be subject to the record retention provisions as established in Section 2129.25 "Disciplinary Record Retention."

### **2129.27 Resignation**

Any Police Officer whose removal from the service is sought may resign at any time prior to the decision of the Safety Director. The employee's work record as it pertains to the resignation shall show only that he resigned of his own accord. Upon request, a copy of the work record shall be furnished to the employee.

### **2129.28 Interviews Upon Employment Termination**

Upon an employee's resignation or retirement, he shall be afforded an interview with the Chief of Police and/or his designee. The purpose of this interview shall be to allow the employee to express reasons for termination and his views on the operation of the Department. A permanent record shall be made of these reasons and views with a copy being given to the employee and also sent to the Association.

### **2129.29 Seniority**

Seniority for purposes of determining layoff and recall from layoff rights shall be based upon an employee's total length of continuous service in the Police Department. Seniority for purposes of determining eligibility to take promotional examinations in the Department shall be based upon an employee's total length of service from the date of appointment to the Police Department. Where more than one employee has been appointed on the same date, then his seniority shall be in accordance with his position on the original appointment list. The employee's service with the City in any Department thereof shall be counted for the purpose of determining the employee's eligibility for all fringe benefits. The City will provide up-to-date seniority lists of the employees included in the bargaining unit upon reasonable request.

In the event an employee is reinstated after having had a break in his continuous service in the Police Department for any reason, he shall be reinstated at the salary step that he was at when he left, provided said employee shall have a new seniority date for the purpose of computation of all fringe benefits. His new seniority date shall be his original date of hire less any break in continuous service. Said employee, if reinstated, in accordance with Civil Service Rules, shall be entitled to full fringe benefits from his first day of re-employment.

### 2129.30 Bidding for Assignment

All vacancies and/or new assignments created in the Department of Police shall be filled through the bidding process as set forth in this Section and Section 2129.31 "Filling Vacant Positions" of this Agreement. **Employees shall not be eligible to bid if working a light duty assignment or not fit to perform all of the duties of the classification.** When a vacancy occurs, all bids will go out via email alert along with the N & B, as far in advance as possible to allow employees an opportunity to submit their bids for these vacancies and/or new assignments.

The notice of a vacancy shall be read at all roll calls for a period of three (3) days and shall remain open an additional four (4) days for a total of at least seven (7) days from the day first posted. An employee may submit his bid to any of the vacancies in the Department. All bids submitted shall be accepted by the Department for consideration. All bids will be submitted electronically via the intranet. Officers having difficulty submitting bids electronically can get assistance from the Personnel Section. While on vacation, if an officer does not have the ability to bid within the timeline of that bid, at the request of the officer, Personnel Section employees shall input an electronic bid on the officer's behalf.

Category 3 bids shall require three (3) years of Field Operations experience after graduation from the TPD Academy before being able to bid on a vacancy. An officer must be off probation before being able to bid for a Category 1 bid.

After the bids are received, the results of these bids will establish an eligibility list which will run for a period of not to exceed ~~six (6)~~ **three (3)** months (or the life of this Section, whichever is less) from the day of posting unless extended at the discretion of the Chief for an additional ~~six (6)~~ **three (3)** months. When new vacancies occur, additional bids will **not** be accepted within the period of the list. ~~Any employee previously interviewed shall have the prerogative to ask for another interview if he feels his qualifications have changed.~~

**For Category 3 bids, on the date the qualification list of officers is established, the point calculations for discipline will remain valid for three (3) calendar months. When this three (3) month time period has been completed, the City shall conduct an updated point calculation with regards to discipline for each listed officer. This calculation shall reflect both, removal of negative and/or positive points along with the addition of negative and/or positive points coinciding with any change of the officer's department discipline record. The calculation of discipline points shall be conducted at the completion of the three (3) calendar month period of the list establishment. A discipline point calculation shall be conducted at each three (3) calendar month time period thereafter up to expiration of the bid qualification list for that position.**

### 2129.31 Filling Vacant Positions

(A) Assignment of Police Officers to vacant positions within the Department will be accomplished through the procedure established herein.

Vacant positions shall be separated into three **(3)** categories and assignments shall be made accordingly:

1. Positions which shall be exempt from the bidding procedure and will be filled at the discretion of the Chief, both in filling a vacancy and in determining tenure of the Officer in the position.

**Category 1** - Positions which fall in this category are as follows:

**Training Section – Academy**, Administrative Staff, Special Operations Bureau, Planning **and** Research **Section** ~~and Inspections~~, **Grants**, Accreditation, **and Inspections Section**, ~~Unit~~, False Alarms, E.A.P./Peer Support, Technical Services Unit, Motor Pool Office, and Property Management Unit.

Officers in the Special Operations Bureau who previously had Category 3 protection prior to the 2012 CBA shall retain that protection.

The City agrees to maintain a minimum of four (4) Patrolmen in the Criminal Intelligence Section. The current four (4) positions which were originally bid as Category 3 (Crime Analysis) now incorporated into the Criminal Intelligence Section will retain Category 3 protection. Any future bids to this Section shall be Category 1.

2. Positions where the seniority of the Police Officer shall be given sole preference, providing the Officer seeking assignment is capable of performing the required duties of the assignment.

**Category 2** - Positions falling into this category are as follows:

Traffic Section and Records Bureau. The City shall retain a minimum of ~~eleven (11)~~ **thirteen (13)** Police Officers in the Traffic Section, and eight (8) Police Officers in the Records Bureau.

3. Positions which shall be subject to the selection process as set forth below.

**Category 3** - Positions falling into this category are as follows:

Training Section – **Range Academy**  
Court Liaison Unit  
Community Services **Section** ~~Bureau~~  
PAL Office  
Motorcycle Unit  
Canine Unit  
~~Aviation Unit~~

Investigations Bureau – Persons, Property, SVU, Cold Case Office, Burglary, Theft, Video Office, Computer Crimes, Auto Theft Unit, Domestic Violence Office, Northwest Ohio Violent Crime Task Force, Missing Persons, SIU (Scientific

Investigation Unit)

Backgrounds and Recruitment Unit

The selection process for Category 3 positions will consist of a maximum 100 point scale using the following scoring system:

Written testing and/or task performance 40 point maximum

- Each panel member ranks on a scale of 1-40
- The average of the panel is the applicant's score
- Must utilize standardized questions not repeated from previous processes

Oral interview 40 point maximum

- Each panel member ranks on a scale of 1-40
- The average of the panel is the applicant's score
- Must utilize standardized questions not repeated from previous processes

Education 5 4 point maximum

- Associate Degree/Junior Status or >40 hours of specialized training 1 point
- Bachelor Degree 3 points
- Postgraduate Degree 5 4 points

The categories are not cumulative

Discipline 5 point maximum

- All suspensions **-10 points**
- ~~1 major suspension (30 days or greater)~~ ~~-10 points~~
- ~~1 minor suspension (less than 30 days)~~ ~~-5 points~~
- ~~3 2 or more reprimands~~ ~~-4 points~~
- ~~2 reprimands~~ ~~-2 points~~
- 1 reprimand 0 points
- No discipline 5 points

Negative points for reprimand(s) and suspension(s) shall be cumulative

Evaluation 5 point maximum

- Unacceptable 0 -3 points
- Acceptable 2 points
- Excellent 5 points

Seniority 4 point maximum

- 5-9 years 2 points
- 10-14 years 3 points
- 15+ years 4 points

Sick Time Usage 2 point maximum

- Average 2 sick days or less per year for a 3-year period 2 points
- Average 3 - 4 sick days 0 points
- ~~• Average 4 sick days 1 point~~
- Average 5 or more sick days per year for a 3-year period -5 points
- Average 10 or more sick days per year for a 3-year period -10 points

Sick time usage is subject to a panel review. If an acceptable explanation for excessive sick time usage can be articulated, the penalty can be reduced or eliminated. **The average is determined by the amount of sick time an officer utilized during the thirty-six (36) month period prior to the date of the bid.**

The applicants will be ranked in order based on the above 100 point scale. Tie scores will be broken by the most senior officer receiving the higher ranking.

Selection will be made in the following manner:

- The most qualified candidates will consist of those that registered an actual score of 70 points or higher.
- Only the most qualified candidates will be considered for assignment.
- The first vacancy filled will be from the person scoring the most points and the second selection will be made by administrative selection. ~~The third selection will be from rank order (next highest on the list), and the fourth by administrative selection.~~ **The subsequent selections will alternate between rank order (next highest on the list) and administrative selection.** This pattern of selection will continue for the pendency duration of the eligibility list as defined in Section 2129.30 (Bidding for Assignment).
- **If a subsequent eligibility list, involving the same position, is established within twelve (12) months of the initial eligibility list, the first vacancy will be filled by the administrative selection and the second selection will be the person scoring the most points. The subsequent selections will alternate between administrative selection and rank order (next highest on the list). This pattern of selection will continue for the duration of the eligibility list as defined in Section 2129.30 (Bidding for Assignment).**
- **Any subsequent eligibility lists, involving the same position, established within twelve (12) months of the date that the initial eligibility list was established, shall rotate first selections between rank order and the administrative selection. After an eligibility list is established, at least one (1) person must be selected off the list before it expires. In the event at least one (1) person is not selected off an eligibility list and a new eligibility list is established, the order of selection will remain the same as it was on the expired list.**



- If none of the candidates score at least 70 points, the position shall be rebid.

(B) For all other positions, except as otherwise stated herein and except for those in the Operations Division, Central and Scott Park District Stations, bids will be accepted for assignment to the Division and assignment within the Division will be at the discretion of the Department Head.

In selecting Officers to be assigned to vacancies, a standard job description and qualification form shall be available to all Officers seeking to bid for the assignment. The Officer shall complete the standard bidding form relative to the vacancy, in advance of the interview with the Bureau Head or his designee.

The interview shall consist of a standard questioning format for all interviews. The Bureau Head or his designee shall make recommendations to the Chief of the Department, who will have the final determination as to the Officers to be selected.

Qualifications, competence and seniority shall be given fair consideration by the Chief in selecting Officers to fill these vacancies. For the purpose of this section, seniority shall be defined as the employee's accumulated length of service with the Department.

(C) When an Officer has been assigned to a vacant position under the second and third categories, the Officer will retain the assignment except where there are general changes of assignment or where there is just cause for removal. **Prior to removal, an officer shall have the right to meet with the Chief of Police to discuss the removal.** Officers assigned to the Tactical Operations Team and the Drug and Gang Reduction Team shall serve in a six (6) month probationary period.

In the event the Chief of Police due to general changes of assignment removes employees and transfers them to other Bureaus or Sections, the employee(s) shall be removed by reverse seniority. When the affected vacancies are back filled, the assignments shall be filled with the most senior displaced employee being the first to be returned and all other returned employees falling in that order provided the return occurs within four (4) years of the change in assignment.

**All temporary position assignments shall be filled for only six (6) months in duration or less. The position shall be determined to be bid as permanent or terminated per the discretion of the Chief of Police. Temporary assignment to the Police Training Academy to assist with a new police class may be extended beyond the six (6) months until graduation of the Academy class.**

## **2129.32 Career Enhancement Program**

### **1. PURPOSE**

The purpose of the Career Enhancement Program (CEP) is to provide the path to improve the skills, enhance productivity, evaluate performance, promote professional growth, as well as job satisfaction for Patrolmen. This concept is further designed to provide compensation

for advanced education as well as certain designated skills or a combination of formal education and professional training. The CEP is an alternative career path which as designed will assist in retaining as well as creating highly motivated and skilled police officers. The net result will be an economic asset to the City of Toledo.

## 2. THE PROGRAM

The Career Enhancement Program is a nine-level phased program; based upon the accumulation of point scores for education and achievement, as well as certain specified specific job assignments.

## 3. ENTRY INTO THE PROGRAM

The Career Enhancement Program is open to any police officer who meets the following minimum entry qualifications:

- A. A minimum of three (3) full years from the date of appointment to the Police Department.
- B. Concurrence by the CEP Committee (defined herein).
- C.
  - (1) All police officers who wish to be placed within the program must submit their respective application to the Commander of Personnel.
  - (2) Applications will be reviewed annually and shall be submitted on the Career Enhancement Application Form after November 1st and by November 30th of each year. Points shall be based upon achievement as of December 31.
  - (3) Movement of an officer into one of the CEP pay steps shall not be considered as a promotion under City Charter or Civil Service Rules.
- D.
  - (1) It shall be the full responsibility of the officer to properly complete the application form (as established) as well as to provide such documentation/materials which will enable the CEP committee to make a determination.
  - (2) Documentation for specialty assignments shall include but not be limited to the following: assignment record or supervisory memorandum showing service of three (3) months in the specialty assignment since the preceding January 1st. Provided, however, Field Training Officers shall be eligible for assignment points for any year in which they serve one day or more. No assignment points shall be provided in years they have not served at least one day as a F.T.O. Documentation for academic accomplishments shall be by diploma or certified transcript.

## 4. COMPENSATION FOR SUCCESSFUL COMPLETION

- A. Compensation for the successful completion of any step contained in this program shall be defined in the Collective Bargaining Agreement and shall be automatic.
- B. Payment shall be based upon the following conversion factor: each five (5) points = one-half of one percent (0.5%).
- C. 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 January of the prior year. Payments shall be made in January of **2018, 2019, and 2020**. Officers who leave the City in good standing during the year shall receive upon application a pro rata payment as part of their severance pay.

5. APPLICATION CRITERIA

An applicant should fill out the complete CEP application for consideration for entry into the program. The officer shall include the following point assessed value factors that have been achieved as of December 31<sup>st</sup> of that year.

6. COLLEGE/DEGREES

Points are not cumulative for degrees and must be from a college/university accredited by an appropriate accrediting association of colleges and universities. The maximum points allowed for formal education shall be twenty (20) and shall apply at time of completion.

- Associate Degree – 10 points  
**(TPPA members who achieve Junior status will be given credit for an Associate Degree)**
- Bachelor Degree - 15 points
- Advanced Degree - 20 points

7. SPECIALTY ASSIGNMENTS POINTS

I.S.B. Investigators	20
Sr. I.S.B. Investigators (over 15 yr. w/Dept.)	30
Drug and Gang Reduction (after 6 months)	20
Sr. Drug and Gang Reduction (over 15 yrs. w/Dept., after 6 months)	40
Tactical Operations Officers	20
Sr. Tactical Operations Officers (over 15 yrs. w/Dept.)	40
FOD Sr. Patrol Officers (over 15 yrs. w/Dept.)	20
Sr. Officers (over 15 yrs. w/Dept. and assigned outside F.O.D. or I.S.B., for life of the agreement)	20
Field Training Officers (in yrs. serving as FTO)	10
Sr. Field Training Officers (in yrs. serving as FTO and	

over 15 yrs. w/Dept.)	30
Accident Reconstructionist (assigned to F.O.D.)	10
Sr. Accident Reconstructionist (over 15 yrs. w/Dept. assigned to F.O.D.)	30
Hazardous Device Unit	40
Forfeiture/ Bulk Cash Unit	20
Sr. Forfeiture/ Bulk Cash Unit (over 15 yr. w/Dept.)	40
Metro Drug Task Force Unit (after 6 months)	20
Sr. Metro Drug Task Force Unit (over 15 yr. w/Dept. after 6 months)	40
Motorcycle Unit	40
FOD Canine Unit Handler	20
Aviation Unit	40
Special Intelligence Group	20
Sr. Special Intelligence Group (over 15 yr. w/Dept.)	40

Officers shall be limited to one specialty assignment or senior status category despite any overlap (e.g., Senior Accident Reconstructionist with 15 years seniority, assigned within F.O.D. receives total of 30 points).

The combined assignment and education points eligible for conversion shall be capped at fifty (50) points.

#### 8. CEP COMMITTEE

The Committee shall be composed of two (2) representatives: one (1) from the Association and one (1) from the Administration. Any expansion of the committee shall be by agreement of the parties. The committee shall serve to review CEP applications and educational reimbursement requests under the terms set forth herein and in the collective bargaining agreement. If the committee is unable to agree upon a particular CEP Application or Educational Reimbursement Request the matter shall be resolved by the Chief in conjunction with the Association President and a third party agreed upon by the parties. The committee shall undertake such other studies and activities as are agreed upon by the parties consistent with the purpose of the program. Any recommendations of the committee that affect wages, hours, terms and conditions of employment shall be subject to agreement by the Association and the City.

#### 9. WAGE RATES

For the purposes of rates of pay, the financial incentives established in the Step Program shall not be added to the officer's base wage rate.

#### **2129.33 Training Courses**

When training courses of general interest are offered through and/or by the Toledo Police Department, the Police Chief shall select the employees from among applicants who have completed their probationary period and are permanently assigned. Provided, however, that employees who only need an update shall not be covered by this provision.

The course shall be announced within a reasonable time after notification is received by the Department and Officers shall be allowed to submit a request for said course as time allows with a minimum of three (3) days allowed whenever possible.

Courses of a specialized nature shall first be made available to Police Officers permanently assigned to the appropriate Bureau, Section or Units.

The City agrees to accept the responsibility to train the employees covered in Section 2129.02 "Classifications" in the use of firearms.

### **2129.34 Military Service**

#### **(A) Military Leave**

An employee who is called into military service shall be placed on an approved leave of absence during the period of time 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. The employee shall accrue seniority while on such leave as provided in this article.

#### **(B) Seniority During Military Service**

All employees who leave the service of the City to enter that of the United States Armed Forces or the services 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. Sick leave accrued prior to the date of an employee's entrance into the military service shall be preserved until his return to City employment.

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 employee granted such leave for military service. All such appointments shall be subject to the priority rights of the permanent employees granted military leaves.

#### **(C) Military Pay**

When an employee is called for short-term military leave, including weekend drills, it shall be defined as an active duty military assignment issued by the President of the United States, an act of Congress, or a state of emergency as ordered by the Governor of the State of Ohio (excluding voluntary duty) for a period of less than fifty-one (51) days (either continuous or interrupted) or four hundred and eight (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 fifty-one (51) days or four hundred and eight (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 to 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 their military service not arisen. Payment 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 their military training schedule for the following year shall be granted the right to use their vacation time and/or trades to cover their training absences.

### **2129.35 Seniority During Industrial Disability**

An employee who is unable to work because of 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.

### **2129.36 Layoff Procedure**

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

In making layoffs of permanently certified employees, the employees to be laid off shall be the ones having the least amount of continuous Police Department seniority with the City. Prior to any layoffs, the City of Toledo will notify the TPPA thirty (30) days prior to the effective date of any pending layoffs.

In the event of a layoff that affects operational efficiency in Field Operations, the Chief shall have the authority to temporarily reassign to Field Operations those officers who are working in assignments where minimum staffing exists.

### **2129.37 Recall From Layoff**

Names of permanent employees laid off shall be placed on a re-employment list for the appropriate recall. Names of probationary employees who are laid off shall be returned to the eligibility list from which certification was made.

Provisional employees who are laid off shall return to the eligibility list from which certification was made. Layoffs shall be in accordance with seniority in classification.

### **2129.38 Acting Time**

The Chief of Police or Deputy Chief in charge of the affected Bureau shall determine when acting time is necessary.

When it is necessary to appoint an employee to act in the place of a Sergeant, then the employee in the affected Section or Unit who stands highest on the promotional list to be promoted and who is eligible for promotion to Sergeant shall be given the acting time. In the event there is no list, then the employee in the affected Section or Unit who has the most seniority shall be given the acting time.

Acting time shall be paid for the actual number of hours worked at the starting rate of a Sergeant, until such time as the employee has served one thousand and forty (1,040) hours of acting time, after which the employee shall be paid at the full rate of a Sergeant.

### **2129.39 Personal Leave of Absence**

Any request for an excused absence without pay for a period of five (5) work days or less may be granted by the Chief of Police and/or his designee without the necessity of preparing formal leave papers. Upon approval of the City, a leave of absence without pay may be granted for up to thirty (30) calendar days in any calendar year.

Requests for such leave of absence shall be made by the employee in writing on the form provided by the City. Such application shall be made as far in advance as possible.

Employees on such approved leaves of absence for thirty (30) calendar days or less shall have their hospitalization-surgical-drug prescription-life insurance benefits continued in force by the City during this period of time.

A leave of absence for more than thirty (30) calendar days in a calendar year may be granted 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 hospitalization-surgical-drug prescription benefits during the period of such leave. However, the employee may arrange to prepay through the Division of Accounts the premiums necessary to continue the employee's hospitalization-surgical-drug prescription-life insurance benefits in force during the period of time exceeding thirty (30) days the employee is on leave.

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 the Family and Medical Leave Act of 1993. Any remedy for violation of this act shall be as set forth in the Act.

#### **2129.40 Fringe Benefits While on Leave of Absence**

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. The exceptions to this benefit curtailment are a leave pursuant to the Family and Medical Leave Act of 1993 or an industrial injury leave as provided in this Chapter.

#### **2129.41 Family Leave**

A Police Officer will be eligible for parental leave for that period of time that he/she is physically incapable of performing his/her regular work related duties. The Police Officer will be required to document his/her physical condition in a Statement of Attending Physician forwarded to the City.

Application for such leave will be made on the approved form. The Police Officer, in the event of extended disability resulting from pregnancy or childbirth, shall be entitled to use his/her accumulated sick time, bonus days and vacation days, and may submit a request to the Director of Human Resources for extended sick benefits. The employee's prior work record with regard to his/her usage of sick days and his/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 2129.39, "Personal Leave of Absence".

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

#### **2129.42 Disability Assignments**

Police 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 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 Police Officer to be considered for a non-duty temporary disability assignment:

- a. The Officer must qualify for the use of sick leave; and
- b. The City's physician, in his/her sole judgment, must certify that the 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 ten assignments shall be available at all times for officers with temporary disabilities and limited capacities apart from those necessary for pregnancies.

## 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 ninety (90) calendar day period, whichever is less;
- c. The Police Officer shall receive full pay and benefits during the period of the temporary disability assignment;
- d. The Police 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 Officer's disability was sustained in a manner that would qualify the Officer for sick pay; and
- b. The City's physician, in his/her sole discretion, has certified that the 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 within the term of the extension; and

- c. A medical review will occur prior to the granting of any extension, and may occur during the term of the extension to determine the Officer's capability of returning to work; and
- d. Police 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.

#### **2129.43 Sick or Off-Duty Injury Leave**

When an employee who is sick or has been injured off duty has no sick days left, and an extended Sick Leave With Pay has not been granted, then the employee may be placed on a Leave of Absence Without Pay unless he has been assisted through the Time Bank, as provided elsewhere in this Agreement.

The request for leave must be accompanied by the Statement of Attending Physician verifying the necessity for such leave. The leave may be granted for periods of thirty (30) days at a time depending on the condition the employee, not to exceed one (1) year from the date the employee's sick pay has been exhausted. Where mutually agreed, this period may be extended for an additional one (1) year.

#### **2129.44 Other Employment While on Leave**

No employee shall be granted a leave of absence for the purpose of entering employment for another employer or becoming self-employed unless, after review of the circumstances, the Chief of Police elects to grant same. In the request for said leave the circumstances must be defined in detail.

If a leave of absence is falsely obtained and the employee is found to be employed by another employer or be self-employed while on leave, the employee shall be given the opportunity to resign from the service with the City. If he fails or refuses to resign, then he may be discharged provided that the discharge will be subject to review under the disciplinary procedure provided herein.

#### **2129.45 Work Schedules**

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

Requests by police officers to pay back additional days may only be granted in such work periods wherein the scheduling of additional days would not exceed the maximum non-overtime hours limitations of the Fair Labor Standards Act.

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

Officers who owe the City days shall be permitted to pay back owed days by using accumulated compensatory time, bonus days, and discretionary days, but only two (2) of the owed days may be paid back using accumulated compensatory time.

The officer's request to use compensatory time and bonus days for owed days shall be submitted by January 15 on a written Report and submitted to the Watch Commander.

Owed days not paid back with compensatory time or bonus days will be scheduled by the Watch Commander or his/her designee. Days off contiguous to a vacation period shall not be pulled.

An officer shall be assigned a permanent key at the beginning of each calendar year. If a change in keys is required for the good of the operation as dictated by the Deputy Chief of the affected Bureau, the Department will first accept volunteers. In the event there are not enough volunteers, key changes will occur by reverse seniority, based on operational needs.

#### **2129.46 Permanent Shifts**

(A) The Department shall maintain a permanent non-rotating shift schedule for all members of the Association. The Department will establish the hours of each shift as well as the staffing levels.

(B) Only Police Officers who have three (3) full years of actual police service from their date of appointment will be permitted to bid for shifts in Field Operations.

(C) (1) A Police Officer assigned to Investigative Services shall not become eligible to bid for shifts until the employee has been assigned to Investigative Services for one (1) full calendar year prior to the actual bidding of assignments. The Chief of Police reserves the right for all personnel assignments within Investigative Services.

(2) In the event that back filling and/or the establishment of new shifts occurs after the bidding as set forth in paragraph (C)(1) above, the following procedure shall be followed:

i. When a vacancy occurs on a shift other than days and it is necessary to back fill, detectives who previously and unsuccessfully bid the shift as their first or second choice shall be given first preference. The most senior detective bidding the shift where the vacancy occurs shall get the assignment provided he/she is still interested.

ii. Requests for volunteers to these assignments will then be offered, however, the Chief of Police reserves the right to reject Officer's requests.

iii. When a Police Officer is compelled to fill these shift assignments, this shall be accomplished by reverse Department seniority provided the officer has one (1) year of seniority within the Investigative Services from those who are eligible to bid.

iv. Officers with less than one (1) year in Investigative Services may be considered for those assignments when there are an insufficient number of qualified volunteers.

(D) The Drug and Gang Reduction and Property Recovery units shall not be included in the bid selection process, due to the specialized nature of these assignments.

(E) Shift starting and ending ranges shall be established as follows: day shift start 0600-0800, end 1400-1600; noon to eight shift start 1100-1300, end 1900-2100, afternoon shift start 1400-1600, end 2200-2400, eight to four shift start 1900-2100, end 0300-0500, midnight shift start 2200-2400, end 0600-0800.

(F) Field operations shift officers with permanent shift selection rights (three full years of actual police service from their date of appointment) shall be able to designate and select their station preference by seniority. The Chief shall have the right, at his sole discretion, to change the district station assignment of not more than 10% of the total number of officers who have permanent shift selection rights.

(G) For officers assigned or working at the Police Tow Lot, the shift times shall be 0730 x 0930 for start times, and 1530 x 1730 for end times. Saturday Public hours shall be reduced to 1100 x 1600. Patrolman will remain working 0830 x 1630 on Saturdays as they currently are scheduled. This allows the public continued reasonable Saturday hours to facilitate the release of vehicles, and the Tow Lot personnel extra work time to complete tasks with regards to junk vehicle, inventory, etc.

**(H) The Community Service Section is recognized for its varied required activities and appearances which are implemented by the Chief of Police, or the community entities it serves. The variety and unusual time requirements within this section necessary to successfully provide service dictates flexibility of work schedules in order to complete tasks. The Community Services Section, Community Services Officers, shall have the availability as administered by the Section Commander, to have officers work either the 0800 x 1600 or 1200 x 2000 hours as established herein on any designated workday. Officers shall be allowed to trade a four (4) or eight (8) hour workday on a Friday or Monday in order to work a four (4) or eight (8) hour event on a Saturday and/or Sunday. The officers within this unit shall only be allowed to trade those four (4) or eight (8) hours with themselves. An amendment of this subsection (H)**

**can only be done by mutual agreement of the City and the Toledo Police Patrolman's Association.**

**2129.47 Starting Time**

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

**2129.48 Quitting Time**

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

**2129.49 Workday**

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

The employee's work day shall be eight (8) continuous hours of work.

Providing the posting requirements of Section 2129.45 "Work Schedules" have been complied with, employees may be required to work shifts with varied starting times throughout the month. The rate of pay for such schedule shall be the appropriate straight time rate.

**2129.50 Work in Excess of Regular Workday**

All work in excess of the regular eight (8) hour workday shall be overtime and shall be compensated at the rate of time and one-half (1 1/2) of the employee's regular rate of pay, except in cases where the employee is required to double back when changing shift, in which case the employee may be required to report back on the same day and is not entitled to overtime pay for such doubling back. When an employee is required to report back to work at a time not contiguous to his regularly scheduled eight (8) hour 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, Section or Unit shall determine when it is necessary to utilize Patrol Officers, including investigators, for on-call purposes. Whenever possible, on-call assignments shall be made on the basis of equal rotation. Members of the TPPA may not refuse on-call assignments.

Officers who have been assigned "on-call" duties will be assigned a take home car ~~and also a pager~~. 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 an officer from being available for an "on-call"

assignment, he or she shall immediately notify the ranking on-duty command officer at the district station in which they are assigned.

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

### **2129.51 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 (1½) for such required court appearances. In the event the employee is held beyond the guaranteed two (2) hour period, he shall be compensated at time and one-half (1½) to the nearest tenth (10th) for the period of time his presence is required by the court.

The City reserves the right to implement a system whereby 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 officers 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.

### **2129.52 Compensatory Time**

A Police Officer who has worked overtime shall if he so elects be allowed to receive compensatory time off at the overtime rate, in lieu of pay provided he does not exceed the 480 hour accumulation limitation set forth in the Fair Labor Standards Act, as amended. Upon reasonable request by the Police Officer, days off accumulated due to overtime shall be granted upon approval of the Section Commander. Requests must be written and signed, using the form designated by the Department. Whenever possible, the request shall be made at least three (3) days prior to the requested days off unless an unforeseen emergency makes it impossible for the Police Officer to give such notice. **Once vacation and bonus day selection is completed, compensatory time requests will be determined and responded to within forty-eight (48) hours of submission.**

Compensatory time off shall be granted whenever there are no more than ten (10%) percent of the Police Officers assigned to the Section or Unit requesting the day off for either vacation time or compensatory time. A request for vacation days will be considered first and then requests for compensatory time will be considered.

However, when conditions permit, the Section Commander may, at his discretion, allow the individual Police Officer, in excess of ten (10%) percent to take days off. In the event the Police Officer has not taken all compensatory time in excess of one hundred (100) hours by April 30th of the year following the year in which the time was earned, then he or she shall be paid for

all such hours in excess of one hundred (100) hours in the next regular paycheck at the overtime rate.

### **2129.53 Holiday Premium**

Employees who work on the ~~eight (8)~~ **nine (9)** major holidays shall be compensated twelve (12) hours at their regular straight time rate for having worked on those days. The ~~eight (8)~~ **nine (9)** major holidays for which such additional compensation shall be paid are: New Year's Day, Martin Luther King Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, **Veterans' Day**, Thanksgiving Day and Christmas Day.

### **2129.54 Equalization of Overtime**

Except for: overtime that is the result of the Police Officer being required to appear in court for Court Time; overtime that arises on the beats that is of an emergency nature; and overtime that arises as a result of a detective being assigned to a particular case, all other overtime shall be distributed as evenly as is reasonably possible among the Police Officers in the appropriate Bureau, Section or Unit.

### **2129.55 Overtime Procedure for Police Officers**

Police Officers may refuse overtime. However, when it is imperative that the overtime be worked then a sufficient number of Officers shall be required to work the required overtime. When it is necessary to require a Police Officer to work ~~Field Operations~~ **Central District Station Bureau or Scott Park District Station Bureau** shift overtime the following procedure will be utilized:

~~A. District Commanders shall ensure that Commanders for each respective Watch work collectively to create a Recall List based on Departmental Seniority that combines officers from each District Station.~~

~~1. Shift 8 personnel shall be incorporated into the Recall List for Watch 6 in this manner, and when voluntarily recalled to fill in manpower requirements on Watch 6 they shall have an option to work Watch 6 hours or their designated Shift 8 hours.~~

~~2. Shift 7 personnel (when applicable) shall be incorporated into the Recall List for Watch 5 and when voluntarily recalled to fill manpower requirements on Watch 5 they shall have an option to work Watch 5 hours or their designated shift 7 hours.~~

~~B. On the 1<sup>st</sup> of every month Watch Commanders will begin the process of obtaining Officers' daily availability for recall in the following month. This process will be completed no later than the 15<sup>th</sup> of the month. This list will be forwarded to the Operations Staff Office who will formulate a combined Recall List by date and seniority for posting purposes. They will post this list prior to the first day of each month at the location where Monthly Sheets are posted and provide a copy to each Watch and Shift Commander.~~

~~1. Patrol officers **voluntarily** recalled using this procedure must work the District Station that has the requirement for personnel.~~

~~2. The option to work remains voluntary upon contact. The voluntary recall list will be utilized first.~~

~~3. The Shift Command shall contact all additional officers **NOT** on this recall list who are on a day off for that shift on the designated recall date, for **voluntary** recall (Central and Scott Park Stations) and afforded the recall by seniority.~~

~~4. If the required number of officers is not attained through the **shift** recall, then volunteers will be requested from the **previous** shift to the one requiring recall. If the required number is not attained, then volunteers will be requested from all other field operation shifts.~~

~~5. If the required number of officers is not attained through the previous shift voluntary request, then officers shall be **involuntarily** (forced) recalled by **shift and their assigned station** requested by recall utilizing reversed seniority.~~

~~6. If the required number of officers is still not attained through the involuntary (forced) **shift** recall, then officers shall be forced by reversed seniority, of those working on the previous shift, by reverse seniority.~~

~~7. For the purpose of **involuntary** (forced) recall the shift 8 officers shall be included on shift 6 **only** at the Scott Park station. The officers whose assigned shifts are shift 7 or shift 8 will **only** work their assigned shift hours if involuntarily (forced) recalled.~~

~~C. In the event of an “emergency” recall is to be implemented without **prior shift** knowledge or an excessive amount of “sick” calls on a designated shift **this** following procedure shall be utilized:~~

~~1. The combined voluntary shift recall list shall be utilized first.~~

~~2. Shift Command shall attempt to call officers on a day off to attempt to fulfill the required recall.~~

~~3. If the number of required officers is not obtained, volunteers will be requested from the previous shift at **both** district stations.~~

~~4. If the number of required officers is still not obtained, involuntary (forced) recall of the previous shift by reverse seniority of those working **at** the district station where the recall is necessitated shall be utilized.~~

~~D. Shift watch commanders at the district stations shall be responsible to maintain an accurate record of those officers involuntarily (forced) through this policy by date/shift.~~



~~The foregoing procedure is an effort to streamline the voluntary recall process, while still providing equalization in the opportunity for patrol officers to work voluntary recall when required. Patrol Officers while participating in this process on a monthly basis shall provide up to date contact information to their Watch Commander. The Deputy Chief of the Operations Division in collaboration with the District and Watch Commanders shall determine the required number of patrol officers required to work on any given date and shift based on officer safety concerns and operational imperatives.~~

~~— This recall procedure shall be renewed each calendar month. If issues and/or concerns are identified by either party, the Department and the Toledo Police Patrolman's Association may amend this procedure only by mutual agreement.~~

**A. Field Operations Division Voluntary Recall for Watch 4, 5, and 6 will be filled by utilizing the ISE System generated text and e-mail capability. Utilizing this program there is no requirement for patrol officers to provide dates they are willing and able to work. Nor will they be required to opt out of the voluntary recall pool. They will automatically be made aware of the time and date recall is available and they may respond or not of their own volition.**

- 1. Filling manpower requirements through recall will begin with an ISE system generated message to those officers assigned to the Watch/Shift and District Station requiring personnel. Watch Commanders will give officers adequate time to respond to the request to work. In the event recall on a shift is for 2 or more days in advance officers will have 24 hours to respond. If recall on a shift is for the next working day they shall have until the end of the Watch Commander's Shift to respond by 0530, 1330, 2130.**
- 2. If this procedure does not generate the required number of volunteers then an additional ISE System generated message shall be sent to all personnel assigned to the Watch/Shift requiring personnel regardless of District Station Assignment. Watch Commanders will give officers adequate time to respond to the request to work. In the event recall on a shift is for 2 or more days in advance officers will have 24 hours to respond. If recall on a shift is for the next working day they shall have until the end of the Watch Commander's Shift to respond by 0530, 1330, 2130.**
- 3. If this procedure does not generate the required number of volunteers then a final ISE System generated message shall be sent to all FOD patrol officers regardless of District Station Assignment to ascertain if they would be willing to work. It should be noted that for safety purposes no officer will be allowed to work more than 16 hours in a 24 hour period unless there are exigent circumstances.**

4. If these steps do not generate the required number of volunteers then Watch Commanders must resort to involuntary recall by reverse seniority of officers assigned to the Watch/Shift and District Station requiring personnel. Personal notice shall be given by a Command Officer either face to face, or by phone contact when an officer is involuntarily recalled. An ISE system generated message shall not be utilized.
  5. If these steps do not generate the required number of volunteers then Watch Commanders must resort to involuntary recall by reverse seniority of officers assigned to the preceding shift regardless of District Station Assignment. It should be noted that for safety purposes no officer will be allowed to work more than 16 hours in a 24 hour period unless there are exigent circumstances.
- B. Emergency recall is defined as recall where the individual Watch Command has no previous knowledge of a recall requirement or an excess of sick calls creates the requirement. Affirmative responses to this type of recall are required very quickly as the Watch/Shift is ready to commence within minutes and a potential pool of volunteers is ready to go home. The following is the procedure to be utilized in this case.
1. An ISE system generated message will go out immediately to those assigned to the Watch/Shift regardless of District Station Assignment who are on a day off to advise them recall is available. They will need to respond within 5 minutes if they have the desire to work the recall and be able to report no later than the start of 2<sup>nd</sup> roll call on the shift requiring personnel.
  2. If this procedure does not generate the required number of volunteers than an additional ISE System generated message and/or dispatch message shall be sent to all personnel assigned to the preceding Watch/Shift regardless of District Station Assignment to ascertain if any officer would like to be voluntarily held over for assignment on the subsequent Watch/Shift on the date in question. It should be noted that for safety purposes no officer will be allowed to work more than 16 hours in a 24 hour period unless there are exigent circumstances.
  3. If these steps do not generate the required number of volunteers than Watch Commanders must resort to involuntary recall by reverse seniority of officers assigned to the Watch/Shift and District Station requiring personnel. Personal notice shall be given by a Command Officer by phone contact when an officer is

involuntarily recalled in an emergency recall situation. An ISE system generated message shall not be utilized.

4. If these steps do not generate the required number of volunteers than Watch Commanders must resort to involuntary recall by reverse seniority of officers assigned to the preceding shift regardless of District Station Assignment. It should be noted that for safety purposes no officer will be allowed to work more than 16 hours in a 24 hour period unless there are exigent circumstances.

The ISE System does have information on recalled personnel but does not offer a quick look for watch commanders on the overall Departmental recall picture. The Field Operations Staff Office will create a log for both voluntary and involuntary recall updated on every regular business day that will provide Watch Commanders an accurate snapshot of the recall situation. This log will be available on the Department's R: Drive in the DC Operations Folder under a separate folder entitled Recall. Emergency recall will not count against an officer's opportunities for recall, and shall not be recorded on the voluntary recall log.

If at any time there is a failure to recall the most eligible officer for voluntary recall the Watch Commander should be notified and make every effort to redress the failure as quickly as possible. If the Watch Commander is unable or unwilling the officer or his association should work upward through the chain of command to ensure equity.

It should be noted that this procedure is meant to streamline the voluntary recall process utilizing new tools, while providing equalization in the opportunity for patrol officers to work voluntary recall. It does not guarantee the actual equalization of overtime by total hours. That is dependent on officers' willingness to volunteer. The ISE system generated messages shall come through cell phone text messaging and patrol officers' Department e-mail. Patrol Officers have the responsibility to ensure that the Personnel Section enters their cell phone with text messaging capability in the ISE System if it is not already entered.

The Deputy Chief of the Operations Division in collaboration with the District Station and Watch Commanders shall determine the required number of patrol officers required to work on any given date and shift based on officer safety and operational consideration.

If issues and/or concerns are identified by either party, the City of Toledo Police Department and/or the Toledo Police Patrolmen's Association, an immediate meeting shall be convened to discuss, modify and/or amend this procedure only upon mutual agreement between the two entities.

If a Shift 7 (1200 X 2000 hours) is ever created personnel so assigned will be included in the system generated message for Watch 5. If a Shift 8 (2000 X 0400 hours) is recreated, personnel so assigned will be included in the system generated message for Watch 6.

In case of major catastrophic event without prior knowledge, the CBA sections regarding recall shall be void for that event only. In this case, refer to the Department manual Section regarding emergency recall of personnel. Emergency recall for a catastrophic event will remain time and half. At the conclusion of the major catastrophic event, all officers will return to the assignment they had prior to the event.

C. Voluntary and Involuntary Recall (Investigative Services Bureau)

Investigative Services Bureau, Persons / Property Section recall will be filled by utilizing the ISE System generated text and e-mail capability. Utilizing this program, there is no requirement for detectives to provide dates they are willing and able to work. Nor will they be required to opt out of the voluntary recall pool. They will automatically be made aware of the time and date recall is available and they may respond or not of their own volition.

1. Filling manpower requirements through recall will begin with an ISE system generated message to those detectives assigned to the shift / section requiring personnel. Section Commanders / Shift Supervisors will give detectives adequate time to respond to the request to work. In the event recall on a shift is for 2 or more days in advance, detectives will have 24 hours to respond. If recall on a shift is for the next working day they shall have until the end of the Shift Supervisor / Section Commander's Shift to respond by 0630, 1530, 2330.
2. If this procedure does not generate the required number of volunteers then an additional ISE System generated message shall be sent to all personnel assigned to the Persons and Property Sections. Section Commanders / Shift Supervisors will give detectives adequate time to respond to the request to work. In the event recall on a shift is for 2 or more days in advance detectives will have 24 hours to respond. If recall on a shift is for the next working day they shall have until the end of the Shift Supervisor/ Section Commander's Shift to respond 0630, 1530, 2330.
3. If these steps do not generate the required number of volunteers then Section Commanders / Shift Supervisors must resort to involuntary recall by reverse seniority of detectives assigned to the Section / Shift requiring personnel. Personal notice shall be given by a Command Officer either face to face, or by phone contact when a detective is involuntarily recalled. An ISE system generated message shall not be utilized.
4. If these steps do not generate the required number of volunteers then Section Commanders/Shift Supervisors must resort to involuntary recall by reverse seniority of detectives assigned to the preceding shift regardless of Section assignment. It should be noted that for safety purposes no detective will be allowed

to work more than 16 hours in a 24 hour period unless there are exigent circumstances.

### Emergency Recall

Emergency recall is defined as recall where the individual Section Command / Shift Supervisor has no previous knowledge of a recall requirement or an excess of sick calls creates the requirement. Affirmative responses to this type of recall are required very quickly as the Section / Shift is ready to commence within minutes and a potential pool of volunteers is ready to go home. The following is the procedure to be utilized in this case.

1. An ISE system generated message will go out immediately to those assigned to the Section / Shift who are on a day off to advise them recall is available. They will need to respond within 5 minutes if they have the desire to work the recall and be able to report no later than one hour after the start of the shift requiring personnel.
2. If this procedure does not generate the required number of volunteers then an additional ISE System generated message shall be sent to all personnel assigned to the preceding Shift regardless of Section assignment to ascertain if any detective would like to be voluntarily held over for assignment on the subsequent Shift on the date in question. It should be noted that for safety purposes no detective will be allowed to work more than 16 hours in a 24 hour period unless there are exigent circumstances.
3. If these steps do not generate the required number of volunteers then Section Commanders / Shift Supervisors must resort to involuntary recall by reverse seniority of detectives assigned to the Section and Shift requiring personnel. Personal notice shall be given by a Command Officer by phone contact when a detective is involuntarily recalled in an emergency recall situation. An ISE system generated message shall not be utilized.
4. If these steps do not generate the required number of volunteers than Section Commanders / Shift Supervisors must resort to involuntary recall by reverse seniority of detectives assigned to the preceding shift regardless of Section Assignment. It should be noted that for safety purposes no detective will be allowed to work more than 16 hours in a 24 hour period unless there are exigent circumstances.

The ISE System does have information on recalled personnel but does not offer a quick look for Section Commanders / Shift Supervisors on the overall Bureau recall picture. The Investigative Services Bureau, Crimes Against Persons Section Commander will create a log for both voluntary and involuntary recall updated on every regular business day that will provide Section Commanders / Shift Supervisors an accurate snapshot of the recall situation. This log will be available on the Department's R:Drive in the Investigative Services Bureau Folder under a separate folder entitled 2015 ISB Recall Logs.

**If at any time there is a failure to recall the most eligible detective for voluntary recall the Section Commander should be notified and make every effort to redress the failure as quickly as possible. If the Section Commander is unable or unwilling the detective or his association should work upward through the chain of command to ensure equity.**

**It should be noted that this procedure is meant to streamline the voluntary recall process utilizing new tools, while providing equalization in the opportunity for detectives to work voluntary recall. It does not guarantee the actual equalization of overtime by total hours. That is dependent on detectives' willingness to volunteer. The ISE system generated messages shall come through cell phone text messaging and detectives' Department e-mail. Detectives have the responsibility to ensure that Sgt. Hollingsworth in the Personnel Section enters their cell phone with text messaging capability in the ISE System if it is not already entered.**

**The Deputy Chief of the Investigative Services Division in collaboration with the Investigative Services Bureau Commander shall determine the required number of detectives required to work on any given date and shift based on officer safety and operational considerations.**

**If issues and/or concerns are identified by either party, the City of Toledo Police Department and/or the Toledo Police Patrolmen's Association, an immediate meeting shall be convened to discuss, modify and/or amend this procedure and M.O.U. only upon mutual agreement between the two entities.**

**\*Special Event Recall is not included in this procedure.**

**\*\*This recall procedure does not apply to the Scientific Investigation Unit, Forensic Lab, Computer Crimes Office or the Video Office.**

### **2129.56 Recall; Special Events**

In situations involving a special event where substantial numbers of officers are required to work on an overtime basis, and there is adequate planning time available, the following Special Event 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.

In selecting officers to work this voluntary overtime, Department seniority 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 the other bureaus will be used for the remainder of the positions.

If there are not enough volunteers to fill all the required positions, the remainder 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 officers whose regular assignment will not interfere with the overtime assignment.

Officers who are on a regularly scheduled vacation shall be eligible for voluntary recall; however, these officers shall not be ordered to work recall.

Officers may not trade days with themselves for the purpose of becoming eligible for recall.

Officers recalled will be paid at a rate of time and one-half (1½) for the hours worked and shall receive a minimum of four (4) hours.

### **2129.57 Accumulation of Sick Days**

Regular employees of the Department of Police shall be credited with sick days in accordance with the following formula: One and one-quarter (1¼) days hours 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.

(A) Officers shall be credited with sick days in accordance with the following formula: one and one quarter (1¼) days shall be credited for each month of service, not to exceed fifteen (15) days per calendar year. Such days shall continue to accumulate at such rate without any maximum limitation. Provided the conditions of Section 2129.79, Termination and Severance Pay, have been met, unused sick leave accumulated to the time of termination shall be paid at the rate of one-half (½) 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.

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

Officers who accumulated sick leave at a different rate prior to July 1, 2009 under the former "Plan B" shall accrue sick leave in the manner set forth above, i.e. (1 ¼ days shall be credit for each month of service, not to exceed fifteen (15) days per calendar year.)

Officers who accumulated sick leave under former "Plan B" shall not be entitled to any retroactive application of this higher sick leave accumulation benefit. Sick leave balances that existed under the former "Plan B" shall be maintained as of June 30, 2009. There will be no retroactive application of the new sick leave rate to this balance.

(B) An employee who **is eligible for a normal service retirement with the Ohio Police and Fire Pension Fund and has twenty-one (21) years of service with the City of Toledo or** has 25 years of service **with the City of Toledo** ~~credit~~ may have up to 33% of his/her accumulated sick pay in excess of 1600 hours converted to compensatory time annually.

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

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

**2129.58 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:

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	0		
8	3	3	3	2½	2	1½	1	0			
7	2½	2½	2½	2	1½	1	½	0			
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							

**2129.59 Sick Pay Usage**

Sick pay is pay to the employee for the necessary absence from duty on a regularly scheduled work day because of illness, injury or exposure to contagious disease not in the course of his employment, or illness in the employee's immediate family that necessitates the employee's absence from work or would result in 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 be made for illness or injury incurred as a result of outside employment. Sick pay is not to be made to any employee as a result of any action within the control of the employee such as intentional self-inflicted wounds, use of drugs, or alcoholic beverages, while committing a felony or other criminal action.



For the purpose of this section, immediate family shall include only the employee's father, mother, sister, brother, spouse or child or life partner. A "Life Partner" relationship must have been pre-certified by the Department of Human Resources before sick pay usage may occur. The family illness provision shall be for a limited period of time (not to exceed three (3) days) to enable the employee to secure other arrangements for the care of the member of his immediate family.

#### **2129.60 Reporting; Proof of Illness**

(a) The employee, while absent on sick pay, must notify the Police Department under agreed practices. When he or she is recuperating from surgery or some other major medical condition, and is advised by his physician that a change of location would hasten his or her recovery, he or she may do so with the approval of the office of the Chief of Police. The employee then shall be allowed, under these conditions, to continue to receive sick pay benefits.

(b) When an employee is off sick for five (5) consecutive work days, they shall immediately submit a statement of attending physician 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 sick pay benefit provisions thereto set forth or whose reasons for absence are falsified, shall be subject to appropriate disciplinary action.

#### **2129.61 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 **to use the officer's vacation benefits that they had earned during the same calendar year to extend the paid leave.** ~~for extended sick pay benefits. The employee's prior work record with regard to his usage of sick days and his seniority will be taken into account in determining eligibility for such extension.~~ In the event the requested extension is denied, then the employee shall be placed on personal leave of absence as provided in Section 2129.39 "Personal Leave of Absence," and the Association shall be notified.

#### **2129.62 Injury Pay**

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

(1) Employees sustaining a work related injury that requires medical attention at a medical treatment facility (i.e., sprains, simple fractures, etc.) will be transported to and treated by a program physician or medical facility. The program physician, along with rendering a

diagnosis and prognosis, will determine if the employee is capable of returning to regular duties, whether a transitional work assignment is appropriate, and the necessary rehabilitation plan to be followed; this plan will include the duration of any transitional work assignment not to exceed 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) Employees sustaining a work related emergency/trauma injury (i.e., life threatening, severe body injury) may be treated at any medical treatment facility to which emergency medical personnel transport them. The employee will subsequently be examined by the program physician. The designated program physician will determine if the employee is capable of returning to regular duties or if a transitional work assignment is appropriate and the necessary rehabilitation plan to be followed; this opinion will include the duration of any transitional work assignment not to exceed 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. 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 Department 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 Department 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 and arising out of their employment under such circumstances as would cause such injury or disability to be compensable under the Worker's Compensation Laws of the State of Ohio who choose not to be evaluated by the program physician or who choose not to follow that physician's recommended program and go only to the physician of their choice are not entitled to any paid injury leave benefits contained in this collective bargaining agreement. Notice of intent not to participate in the City's injury program must be given within three (3) work days of the injury. Any and all work-related injury claims will be processed through and conform with the 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 Departments who have appropriate tasks available. The currently available assignments and the tasks involved in each Department will be provided in writing to the Union.

It is not the intent of this section to allow Departments to provide transitional work above that identified nor is a Department 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 2129.86 "Provisions for Safety") will also serve as a cost containment committee for Workers' Compensation.

Upon examination and recommendation by the Police physician, an Officer disabled as a result of an on-duty injury shall be given a temporary assignment that he is physically capable of performing until such time as he is able to return to normal duties.

**Should such disability exceed sixty (60) calendar days, the Department 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.**

### **2129.63 Parental Pay**

(a) A female Police Officer shall be entitled to sick pay for maternity to the extent of the total accumulated days to the credit of the employee. If the Police Officer has used all of the sick pay to which she is entitled and extended sick benefits have been denied, then the employee shall be placed on leave without pay as provided in Section 2129.39, "Personal Leave of Absence."

(b) All Police Officers shall be entitled to use up to ten (10) days from their accrued sick days for the purpose of parturient requirements. The ten (10) days when used in accordance with this section shall have no effect on Bonus Days as provided in Section 2129.58 "Bonus Days." **The ten (10) days "Parental Leave" shall be used within thirty (30) days from the birth of the child.**

(c) Those officers on an approved FMLA (Family Medical Leave Act) leave may hold three (3) weeks vacation and fifteen (15) days sick time in abeyance for later use in accordance with the vacation and sick time provisions of this agreement.

### **2129.64 Report to Physician Designated by the City**

In any case where an employee is required to report to a physician designated by the City, it shall be on City time, except in cases where he is off the payroll. After an employee is released for duty by his family physician, in the event the City requires the employee to report to a physician designated by the City before return to work, no additional sick time shall be charged against the employee pending his examination by the physician designated by the City.

When a disagreement exists between the family physician and the City physician, the City and the Association will mutually establish a list of acceptable physicians and the employee will be directed to a physician from the list in order to obtain a third opinion. This opinion will prevail. In the event a third opinion is required, no additional sick time shall be charged against the employee pending his examination by the physician jointly authorized in this matter.

The cost of the third opinion will be borne by the City. For the purpose of this contract, a physician will be defined as a person graduated from a recognized school of medicine and licensed by the State of Ohio to practice medicine.

**2129.65 Death Benefit**

A death benefit in the amount of fifty thousand (\$50,000) dollars shall be paid to the designated beneficiary of an employee of the City of Toledo upon death. Each employee should furnish the City with a Designation of Beneficiary. In the event the employee has failed to designate a beneficiary, then the benefits shall be paid in accordance with the inheritance laws of the State of Ohio.

The amount of death benefits paid to the Designated Beneficiary shall be the same as that amount provided for persons defined as Sergeants in the Department of Police, for the term of the Agreement.

In the event an employee dies in the line of duty the city shall pay all funeral expenses not to exceed ten thousand dollars (\$10,000).

**2129.66 Hospitalization; Prescription 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, 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) or other age as determined by applicable state or federal law.

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". Coordination 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, 2002 except as set forth in paragraphs (b) and (c) herein.

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

(1) Second surgical opinions, pre-admission notification or certification, emergency care limitations, concurrent review, post-admission concurrent review, outpatient surgery, continued treatment and technological review, medical case management, planned discharge, and other procedures 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 (\$25,000.00) lifetime benefits for all in-patient and out-patient care. Inpatient care shall be maintained at a maximum of thirty-one (31) days per calendar year. Inpatient coverage shall be at one hundred percent (100%) for an individual's first admission, seventy-five percent (75%) for a second admission, and fifty percent (50%) for a third admission. No coverage shall be provided beyond three (3) admissions per lifetime or thirty-one (31) days per calendar year. Outpatient coverage shall be expanded to a maximum of twenty-five hundred dollars (\$2,500.00) per calendar year at fifty per cent (50%) co-insurance. Employees using drug and alcohol treatment programs must use the Police Department Employee Assistance Program when one is 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 has the right to 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 of both parties. 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:

(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 July 1 of 2004, and a thirteen hundred dollar (1,300.00) annual per person maximum on physical therapy, both subject to the major medical deductible (one

hundred dollar (\$100/individual) and two hundred dollar (\$200.00/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 dollar (\$100.00)/individual and two hundred dollar (\$200.00) /family deductible and 80%/20% co-payment; provided that coverage for nervous and mental, drug and alcoholism is limited per paragraph (b)(3) and (4).

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

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

	Single Coverage	Single + 1 Coverage	Family Coverage
Effective with the first full pay period of July 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 July 2014	\$94	\$160	\$166

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

(D) Effective March 1, 1994, the availability of Health Maintenance Organization (HMO) and Preferred Provider Organization (PPO) shall be discontinued. All employees, including those in the Traditional Plan, shall thereafter 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 cooperation with the Cost Containment Committee. It is understood that the City will now be utilizing the hospital, physicians; and ancillary providers panels through the Western Lake Erie Employer’s Cooperative (WLEC)/Cooperative Health Network (CHN).

(E) The Cost Containment Committee formed from among the representatives of the various bargaining units, including the Association, shall be maintained. 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 coordination of benefits, subrogation, workers' compensation deferral, patient audits, and claim audits; 4) alternate delivery systems such as preferred provider organizations for specific benefits and direct provider negotiations; and 5) development of participative employee plan by which employees will be encouraged to contain costs, audit bills, correct lifestyles, maintain wellness, and undertake other cost savings measures. The committee shall meet regularly on at least a monthly basis and attendance shall be required. The 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 Committee. No changes in benefits during the term of the contract as they affect TPPA shall be permitted unless the TPPA representative on the Cost Containment Committee is authorized to do so by the TPPA through its president. In the event any change in benefits is required by either federal or state law, the TPPA and City shall negotiate the replacement language. If no agreement is reached, the matter shall be subject to an interest arbitration. The parties shall use a panel of seven arbitrators with experience in interest arbitration.

(F) The union releases the City from any obligation to expend monies currently in the Healthcare Savings Fund created pursuant to former paragraph (g) of this Section on future cost increases or for wellness programming. The union 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 conventional coverage as follows:

- i. Well baby care limited to routine examinations and immunization for an infant until the infant's first birthday.
- ii. Pap tests as well as office fee will be paid in full once every twelve (12) 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 (i), (ii), and (iii) shall be paid on the same basis as other covered services (e.g. usual, customary, and reasonable). Payments for services under part (G)(i) and (iii) of 100% will be made for the first three hundred (\$300.00) per single contract or six hundred (\$600.00) per family per calendar year. 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 \$1,300.00 per year.

Type C Services: Orthodontia 60%  
Maximum lifetime benefit for Type C Services for any covered person \$1,300.00 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 July, 2000, the City shall contribute fifteen dollars (\$15.00) per employee per month for vision care benefits to the Toledo Police Patrolman's 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 2129.104 "Duration of Agreement". 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 2129.66, "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 2129.66, "Hospitalization; Prescriptive Drug; Dental Insurance" shall remain in effect for the term of this agreement.

### **2129.67 The Police and Firemen's Disability and Pension Fund**

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

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

(C) Effective with the second full pay period of April 2012 the City will pay zero percent (0%) of the employee's pension contribution, and the employee shall be responsible for the remaining percentage (employee payment increased from 0% to 10%).

(D) 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.

(E) Effective the second full pay period of April 2012, and pursuant to sub-section (C), the parties agree and understand that the City's pension pick-up plan referred to in this article will terminate, and the City will no longer implement or participate in any pension pick-up plan.

### **2129.68 Safety Equipment**

The City will provide an employee purchase plan whereby employees will be able to purchase safety shoes, safety glasses, including prescriptive lenses. The purchase program for the safety shoes and the safety glasses shall make these items available to the employee with sixty (60%) percent of the cost of the item to be paid by the City and the remaining forty (40%) percent to be paid by the employee, ~~or the purchase of one pair of safety shoes from vendor of choice per year which complies with uniform specifications will be subject to reimbursement of \$50.00 following submission of paid receipt.~~ **Each Police Officer shall receive, for the purchase of one (1) pair of safety shoes per year, which complies with uniform specifications, reimbursement of one hundred dollars (\$100). This reimbursement will be paid, by a separate check, to each member by July 1st.**

The Safety Committee of the Association and the City shall mutually agree to a specification for a bullet proof vest which will then be competitively bid.

In reference to the above safety equipment, the City will acknowledge the Association's recommendations as to what would be appropriate for their members.

A payroll deduction system will be established under this program through the means of an automatic deduction from the employee's paycheck.

The following stipends shall be provided to all officers:

(A) \$150.00 - Police safety equipment not provided by the Department, but conforming to Department specifications and regulations in the event the Officer purchases same.

(B) \$75.00 - Advanced Law Enforcement Training and educational material

(C) \$275.00 - Maintenance of the physical fitness necessary for effective police work.

Said stipends shall be payable in the gross amount of five hundred dollars (\$500.00) by January 31 of each year for the term of this Agreement to those officers then on the payroll.

**2129.69 Vacations**

(A) All employees shall be entitled to annual vacation with pay in accordance with the following table:

<b>AMOUNT OF CONTINUOUS SERVICE DURING PREVIOUS YEAR THROUGH DECEMBER 31</b>	<b>VACATION</b>
Less than 1 full calendar year	.916 days for each full month of service
After 1 full calendar yr. of service	2 wks.
After 7 full calendar yrs. of service	3 wks.
After 14 full calendar yrs. of service	4 wks.
After 21 full calendar yrs. of service	5 wks.
After 24 full calendar yrs. of service	6 wks.

(B) In addition to the above, after one (1) full calendar year of service, the employee shall be entitled to one (1) full additional discretionary vacation day. Effective January 1, 2016, in addition to the above, after one (1) full calendar year of service, the employee shall be entitled to two (2) full additional discretionary vacation days. The discretionary day must be used or it will be lost. If an employee is denied the opportunity to utilize his/her day by the end of the year, he/she shall be compensated eight (8) hours at their current base wage rate.

(C) An employee should take vacation in the calendar year following the year in which it was earned. In the event an employee is not allowed to schedule and/or take his

vacation in the year in which it should have been taken, he may request that such unused vacation be carried over to the following year. Such request must be submitted to the Department of Human Resources 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 employee 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 should be paid for such unused vacation days.

(D) Employees shall be allowed to schedule and take vacations as provided herein in accordance with existing Departmental procedures. Employees shall have the right to select vacation time by seniority. At least ten (10%) percent of the employees assigned to the shift shall be granted vacation in any vacation period. Requests for vacation time will be considered first.

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

### **2129.70 Paid Holidays**

All Police Officers of the Department of Police shall be entitled to fifteen (15) holidays per year. Each Police Officer shall have the option of having up to fifteen (15) days off, or of having a lesser number of days off and receiving pay for the difference between the number of scheduled days off and the total number of holidays up to a maximum of fourteen (14) days for which he or she may elect to receive pay.

In the event the Police Officer elects to take days off, they are to be scheduled in a way as not to impair the operation of the Shift or Bureau to which he or she is assigned. If the Police Officer has elected to work up to fourteen (14) of these extra days in lieu of days off, then he or she shall be compensated at his or her regular straight time rate of having worked on those days. He or she shall be paid a bonus of ten (10) hours for each of the extra days scheduled.

The Police Officer who elects to take the bonus payment in lieu of the extra scheduled days off shall receive up one hundred forty (140) hours of bonus pay to be distributed to him or her at the time he takes his or her regular vacation or in a separate check to be issued on a quarterly basis. The hours shall be payable at the rate of pay the Police Officer earns at the time these checks are dispersed.

## **2129.71 Funeral Pay**

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

In the event of the death of the employee's father, mother, brother, sister, spouse or child, the employee, upon giving notice, shall have the right to take up to an additional three (3) days of sick pay. Such additional time shall be charged to the employee's accumulated sick days, but shall have no effect on Bonus Days as provided in Section 2129.58 "Bonus Days."

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

The employee may take two (2) days to attend the funeral **or memorial service** and reserve a day to attend to legal matters made necessary by the death, but such time provided herein shall be taken within two (2) weeks after the date of burial **or memorial service**.

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

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

Employees with a start time of 2000 hours or later shall be afforded the option to utilize a funeral day the night prior to the funeral.

**All funeral or memorial service days utilizing the language in this section shall be taken within three (3) months after the date of death. Documentation identifying the relationship and service date shall be provided.**

## **2129.72 Jury Duty**

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

Police Officers may retain the jury fee paid to them.

### **2129.73 Unemployment Compensation**

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

### **2129.74 Compensated Time Considered as Time Worked**

Holidays, vacation days and other time off to which a Police Officer is entitled as a matter of right under or by virtue of any Ordinance of the City and this Agreement shall be considered as time worked, and compensated accordingly, except that such paid time off need not be considered in determining hours worked for the purposes of the Fair Labor Standards Act.

### **2129.75 Wage Rates**

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

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

#### **Police rates effective the first full pay period of January 2018:**

	Hourly Rate	*Daily Rate	*Bi-Weekly Rate	*Annual Rate
Police Officer Trainee	23.408	187.263	1,872.634	48,688.494
Police Officer - Probationary	24.872	198.972	1,989.725	51,732.845
Police Officer - 1 Year	26.334	210.673	2,106.734	54,775.084
Police Officer - 2 Year	27.798	222.382	2,223.824	57,819.434
Police Officer – Full Rate	29.260	234.083	2,340.834	60,861.674
Police Officer - 5 Year	29.642	237.136	2,371.365	61,655.485
Police Officer - 10 Year	30.022	240.173	2,401.734	62,445.074
Police Officer - 15 Year	30.397	243.178	2,431.778	63,226.218
Police Officer - 20 Year	30.784	246.271	2,462.715	64,030.585
Sergeant-At-Arms	35.402	283.217	2,832.175	73,636.545

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

**Police rates effective the first full pay period of January 2019:**

	Hourly Rate	*Daily Rate	*Bi-Weekly Rate	*Annual Rate
Police Officer Trainee	23.993	191.945	1,919.450	49,905.707
Police Officer - Probationary	25.493	203.947	2,039.468	53,026.166
Police Officer - 1 Year	26.993	215.940	2,159.402	56,144.461
Police Officer - 2 Year	28.493	227.942	2,279.420	59,264.920
Police Officer – Full Rate	29.992	239.935	2,399.354	62,383.215
Police Officer - 5 Year	30.383	243.065	2,430.649	63,196.872
Police Officer - 10 Year	30.772	246.178	2,461.777	64,006.200
Police Officer - 15 Year	31.157	249.257	2,492.572	64,806.873
Police Officer - 20 Year	31.554	252.428	2,524.283	65,631.349
Sergeant-At-Arms	36.287	290.298	2,902.979	75,477.458

**Effective the first full pay period of January 2020 the rates which were effective in January of 2019 shall be increased by three percent (3.0%).**

**Police rates effective the first full pay period of January 2020:**

	Hourly Rate	*Daily Rate	*Bi-Weekly Rate	*Annual Rate
Police Officer Trainee	24.713	197.703	1,977.034	51,402.878
Police Officer - Probationary	26.258	210.065	2,100.652	54,616.951
Police Officer - 1 Year	27.802	222.418	2,224.184	57,828.795
Police Officer - 2 Year	29.348	234.780	2,347.803	61,042.868
Police Officer – Full Rate	30.892	247.134	2,471.335	64,254.712
Police Officer - 5 Year	31.295	250.357	2,503.568	65,092.778
Police Officer - 10 Year	31.695	253.563	2,535.630	65,926.386
Police Officer - 15 Year	32.092	256.735	2,567.349	66,751.079
Police Officer - 20 Year	32.500	260.001	2,600.011	67,600.290
Sergeant-At-Arms	37.376	299.007	2,990.069	77,741.782

New wage rates for employees with less than three (3) years of service shall be established effective on the above wage increase dates using the following formulas:

Police Officer Trainee Rate = 80% of new full rate  
Police Officer Probationary Rate = 85% of new full rate

Rate After 1 Full Year	= 90% of new full rate
Rate After 2 Full Years	= 95% of new full rate
Rate After 3 Full Years	= New full rate

The Police Officer Trainee Rate shall be paid during the period from the date of appointment through the date of graduation from the Police Academy. The Police Officer Probationary Rate shall be paid from the date of appointment until one (1) full year thereafter despite the employee's continuing Police Officer Probationary status.

After twenty-six (26) full years service from the date of appointment to the Department, employees shall be paid an annual payment of two percent (2%) of the 1988 annual base rate of a police officer, which shall not be added to their base rates. This amount shall be paid during the week in which they begin their twenty-seventh year of service.

In order to facilitate compliance with the Fair Labor Standards Act, the City will adjust its regular pay rates for Police Officers to include stress allowance and shift premiums for purposes 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 over-time hours worked in an acting capacity shall be based upon the regular rate for that rank including stress allowance and shift premium. All other overtime hours shall be paid at the regular rate for the police officer's permanent rank including stress allowance and shift premium.

**2129.76 Clothing Allowance**

The City shall provide required uniform clothing, insignia, leather goods, and all required equipment, except socks and foot gear. The Deputy Chief in charge of the Support Services Bureau will 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 not to exceed five hundred twenty dollars (\$520.00) annually.

Such payment to be made July 1 of each year, based on the number of months in the previous twelve (12) month period that the employee was required to work in civilian clothes.

**2129.77 Overnight Pay**

Any employee ordered to be away from home overnight shall receive an additional four (4) hours pay at straight time for each full night away from home.



**2129.78 Travel Allowance**

Employees authorized to use their private motor vehicle on City business shall be compensated 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 letter.

**2129.79 Termination and Severance Pay**

Employees 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 employee terminated. The computation of the vacation earned in the year in which the employee terminated shall be in accordance with the following table:

- Entitled to 2 weeks - 0.916 x the number of months worked
- Entitled to 3 weeks - 1.333 x the number of months worked
- Entitled to 4 weeks - 1.750 x the number of months worked
- Entitled to 5 weeks - 2.166 x the number of months worked
- Entitled to 6 weeks - 2.583 x the number of months worked

B. In addition to the above, the employee 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 employee was entitled to discretionary holidays and has not taken them and terminates on or before June 30, he shall receive pay for one (1) discretionary holiday. If the employee terminates after June 30 he shall receive pay for two (2) discretionary holidays.

C. Employees who retire under a normal service retirement with the Ohio Police and Fire Pension Fund and have twenty-one (21) years of service with the City of Toledo or die or who separate in good standing from employment after twenty-five (25) years of service with the City of Toledo shall also receive severance pay for unused sick time in accordance with the provisions of Section 2129.57 "Accumulation of Sick Days."

D. An employee shall be entitled to the pay-outs herein no later than 90 days after said employee terminates.

**2129.80 Shift Premium**

The City shall pay a shift premium to employees as provided herein.

A shift premium of fifty (\$0.50) 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 3:00 a.m. the following day.

In addition to the above, an additional premium of ~~twenty (\$0.20)~~ **fifty (\$0.50)** cents per hour worked shall be paid to any officer assigned to the Operations Division, Field Operations Bureau, working from the Scott Park or Central District station, with start times between the above-listed hours.

### **2129.81 Police Service Allowance**

To give recognition to the unique nature of the services performed for the community by the Police Officer each Police Officer shall receive an annual payment in the amount of \$750 on or about the first (1<sup>st</sup>) of July each year for the term of this Agreement.

### **2129.82 Time Bank**

The Time Bank shall continue in operation with the administration of such bank under the control of a committee of six (6) members. The chairman of said committee shall be determined by the Association. The committee shall maintain control of and operation of the Time Bank. The provisions of this Time Bank are for employees only.

The Association shall provide the office of the Chief of Police with the name of the current chairman of the committee.

A Police 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 Police 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.

### **2129.83 Leave Donation Program ~~Disaster Time Bank~~**

~~The Disaster Time Bank shall continue in operation, with the administration of such bank under the control of the Association. The purpose of the Disaster Time Bank is to provide the employees covered herein, in the event of a natural disaster or severe personal crisis with a program whereby, the employee may be afforded the opportunity to have other employees fulfill the responsibilities to the City in terms of working for the employee for a period not to exceed ten (10) days per request. All other time off must be exhausted: vacation days, bonus days, discretionary vacation days and compensatory time. This is to exclude all sick time. A police officer may only work for a fellow officer 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 a contribution of hours worked must be provided to the Police Administration in advance.~~

**(a) A Leave Donation Program shall be implemented to allow employees to donate vacation, compensatory, discretionary holiday and sick time hours to a Leave Donation Program for use by other employees in the bargaining unit, or other eligible City of Toledo employees outside of the bargaining unit, subject to the provisions of this section and any applicable provisions of the recipient employee's Collective Bargaining Agreement or the**

Toledo Municipal Code. The Program allows employees to voluntarily provide assistance to eligible bargaining unit members and other eligible City of Toledo employees outside of the bargaining unit who are in need of paid leave due to a serious illness of the employee, a member of their immediate family, or birth of an employee's own child. For the purposes of this section, immediate family is defined as the employee's spouse, children (biological, adopted, step or foster), parents, siblings or grandparents.

(b) In order for an employee to donate paid leave time to the Program, the employee must:

1. Be a permanent full-time or part-time employee of the City of Toledo.
2. At the time of donation, have accumulated two hundred forty (240) hours of paid leave, and
3. Specify in writing the source (vacation, compensatory, discretionary holiday and sick time) from which leave time is to be utilized for the donation, and
4. Specify in writing the eligible recipient employee on the approved donation list for the Program to whom they are donating leave,
5. Knowingly and voluntarily waive, in writing, his/her right to any claims on the paid leave time which he/she donates. The donor employee will not ever be able to have the donated paid leave time restored, and will not at any time be paid for the donated leave time, including at the time of retirement or separation or use it for his/her own purposes after the paid leave time has been donated.

(c) Any consequence of the employee's donation of any paid leave time is borne solely by the donating and recipient employees, including tax and retirement implications, if any. By participation in the Program, both the Donor and Recipient employees and TPPA agree to hold the City of Toledo harmless.

(d) Leave may be donated to the Program only in eight (8) hour increments. An employee may donate leave to the Program only if the employee has accumulated two hundred forty (240) hours of leave. The maximum number of hours that can be donated in a calendar year is eighty (80) hours.

(e) Leave that has been donated to the Program and used shall not be returned to the donating employee, and the employee donating the leave shall not be compensated for the donated leave, including at the time of retirement or separation. In addition, the recipient employee shall not be compensated or receive any monetary value for any donated time received through this Program at the time of retirement or separation.

(f) Sick leave hours donated to the Program shall not be counted against the employee donating the leave for the purpose of "Bonus Days".

(g) In order to receive leave donated through the Program an employee must:

1. Have completed his or her probationary period; and

2. Have no paid leave available for use including but not limited to sick leave, vacation leave, compensatory time and discretionary holiday time and
3. Not be receiving any other disability related benefit such as worker's compensation; and
4. Be absent for a period of at least seven (7) consecutive work days for a serious illness of the employee or a member of their immediate family or be absent for a period of at least seven (7) consecutive work days for the birth of an employee's own child; and
5. Employees shall not have an active disciplinary record in their personnel file for excessive use of sick time, abuse of sick time, unauthorized absence or a pattern of sick leave abuse.

(h) Employees shall be eligible to receive a maximum of one thousand forty (1,040) hours of leave donated under the Program during the entirety of their employment with the City of Toledo. However, after an employee exhausts the one thousand forty (1,040) hours, an employee may submit a written request for an extension of the one thousand forty (1,040) hours to a Joint Labor-Management Committee. The Committee will include two (2) representatives from Management and two (2) representatives from the Union. Further, the Committee may agree to extend the one thousand forty (1,040) hours on a case-by-case basis. The final decision will be based on the consensus of the Committee. If consensus cannot be reached, the request is denied.

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

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

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

#### **2129.84 Payday**

The employee shall be paid bi-weekly every other Friday. Shift workers on the second or third shifts and/or an employee not scheduled to work on a Friday payday shall have the right to receive his check after 2:00 p.m. on Thursday.

(a) In the event that an error has occurred which results in a substantial shortage in the employee's pay, and the amount owed is not in dispute, then a special check shall be prepared immediately so that an employee receives his full pay when due.

(b) If any minor error is made in an employee's pay, it shall be corrected no later than the next paycheck. If not corrected on the next paycheck, then a voucher shall be issued immediately to correct the error, providing the employee so requests.

(c) In the event that payday falls on a holiday, the employees shall receive their paychecks on the day prior to the holiday. When the ~~eight (8)~~ **nine (9)** major holidays fall on Thursday and payday would be on Friday of that week, then the employees shall receive their paychecks on Wednesday prior to the holiday.

(d) In the event that an error has occurred which results in overpayment to an employee, the City will deduct said overpayment from the next paycheck.

(e) When an employee elects to receive his bonus payment and/or accumulated compensatory time in lieu of days off as provided in Section 2129.52 "Compensatory Time," he shall receive such payment in a separate check on a quarterly basis. The Commissioner of Accounts will determine said dates of payment.

### **2129.85 Safety and Welfare**

The City shall make reasonable provisions for the safety, health and welfare of its employees. Protective devices as required by law to properly protect officers from injury shall be provided by the City.

The Association shall have the right to have three (3) 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 up to the Third Step.

### **2129.86 Provisions for Safety**

(a) The parties will establish a labor-management Health & 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 Departmental 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) The Committee may recommend periodic inspections of the various locations when necessary by staff of the Human Resource Development Section of 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 representative(s) of the Human Resource Development Section of the Human Resources Department and Departmental Safety Committees.

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

(d) The Committee shall be provided written identification of any potentially toxic substance to which workers are exposed together with material data sheets, if any.

(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 term 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 Worker's 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 of experts and authorities on safety matters and recommend to the representative of the Human Resource Development Section that experts 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) Sub-committees 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 Worker's 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 a per employee reduction in the City's cost in providing both injury pay and Worker's 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.

### **2129.87 Rules and Orders**

All Rules and Special Orders shall be issued in written form and shall be submitted to the Association via FAX copy three (3) calendar days before they are to take effect. These matters shall be subject to the grievance procedure provided in Section 2129.14 "Grievance Procedure" up to the Third (3rd) Step, to the Director of Safety. The decision of the Director relative to Rules and Special Orders appealed under the provisions of this section shall not be subject to arbitration. However, the reasonableness of the application of a Rule or Special Order in specific disciplinary proceedings shall be a matter for arbitration.

A copy of the Department Manual, Rule changes, and Special Orders shall be provided to each Police Officer defined within this agreement.

The Association will be provided copies of all Administrative, Personnel, Notices and Bulletins, Bureau, District and Section Orders. The issuance of these orders will not be subject to any appeal procedure. However, if the implementation of such orders violates any section of this contract, then it shall be subject to the grievance procedure.

### **2129.88 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 whom, by their actions have shown lack of understanding of Department guidelines, policies, rules, and procedures.

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 permitted to have an Association representative present during the counseling and the representative may speak on the employee's behalf. 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 twelve (12) months from the date of issuance.

### **2129.89 Official Issued Equipment/Uniform Inspections**

Inspections of official equipment and of uniforms shall be done on City time.

### **2129.90 Retirement**

~~A Police Officer, upon attaining the age of sixty five (65) years, shall be retired by the City and his employment terminated as of the last day of the month in which the employee has attained the age of sixty five (65).~~

A police officer, upon honorable retirement under service or disability circumstances, may purchase his service pistol for the sum of fifty dollars (\$50.00). Additionally, at the officer's request, the Department Armorer shall deactivate the pistol for display purposes. This is respectfully offered on behalf of the grateful citizens of Toledo and the City in homage to the retiring officer's years of selfless, faithful service.

### **2129.91 Outside Employment**

No employee of the City shall accept outside employment that is adverse to or in conflict with his municipal employment. In the event said employee shall be injured while engaged in outside employment, he shall be entitled to any sick benefits which have been accumulated by virtue of his employment by the City.

### **2129.92 Trade Days Off**

Police Officers shall be allowed to trade days off with other Police Officers who are able to do the work. Written notification signed by both Police Officers involved in the trade must be provided on the form supplied by the Department. All trades must be completed within the calendar year. Police Officers shall be allowed to trade days off with themselves whenever both of the following conditions are met:

- (1) There are no more than ten (10%) percent of the Police Officers assigned to the shift 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, within the next work period, and the trade will not cause the Police 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.

Police Officers asking for vacation days or compensatory time will be given first preference and then Police 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 Police Officer to give such advance notice. However, when conditions permit, the Shift Commander or Bureau Head may, at his discretion, allow the individual Police Officer, in excess of the ten (10%) percent, to trade days off.

A police officer shall be permitted to trade with another officer citywide, as long as both officers ~~are within the same shift and the same bureau~~ **are assigned to either Central District Station Bureau or Scott Park District Station Bureau.** ~~(trades between district stations in field operations shall be allowed).~~ Days traded must both be within the same FLSA period. Officers are limited to trade two (2) days per month in this manner. The two-day restriction is not meant to restrict total day off trades or the trades as they are presently handled.

### **2129.93 Critical Incidents**

Anytime a member(s) of the Association is involved in a Critical Incident, the member(s) shall receive the necessary time off to relieve the stress which has resulted from the Critical Incident. The duration of the time shall be discussed by the Chief of Police with the Employee Assistance Program Officer, but the decision shall rest solely with the Chief of Police.

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

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

### **2129.94 Critical Incident Protocol**

In the event of a serious officer injury, an officer-involved shooting, or other critical incident involving an officer (on-duty, or off-duty if the Department has knowledge of the off-duty critical incident), the Department shall notify the Union President or his or her designee by telephone. The Union shall provide the Department with contact information for this notification.

### **2129.95 Educational Reimbursement**

(A) The City shall reimburse tuition costs for degree required and/or job-related courses taken at an educationally accredited college or university by full-time permanent officers. 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 Career Enhancement Committee shall determine the status of a job-related course.

(B) The City shall reimburse one hundred percent (100%) of the cost of tuition and general fees, for a total of ten (10) credit hours per quarter or eight 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.

### **2129.96 Residency Requirement**

In the event that the Toledo City Council enacts Home Rule Authority under the provisions or the State of Ohio Residency Law (O.R.C. 9.481 Section B2b "Residency Requirements Prohibited for Certain Employees"), employees covered under this Collective Bargaining Agreement shall be allowed to reside in the following counties:

Lucas County, Ohio  
Defiance County, Ohio  
Fulton County, Ohio  
Hancock County, Ohio  
Henry County, Ohio  
Ottawa County, Ohio  
Putnam County, Ohio  
Sandusky County, Ohio  
Seneca County, Ohio  
Williams County, Ohio  
Wood County, Ohio  
Hillsdale County, Michigan  
Jackson County, Michigan  
Lenawee County, Michigan  
Monroe County, Michigan  
Washtenaw County, Michigan  
Wayne County, Michigan

### **2129.97 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 Department of Police.

### **2129.98 Continuation of Services**

The services performed by the employees included in this Agreement are essential to the public health, safety and welfare. The Association and the City, therefore, agree there shall be no strikes, no lock-outs, no interruption of the work for any cause whatsoever, nor shall there be any work slowdown or other interference with the delivery of services to the public. For the purpose

of this Agreement, a "strike" means, concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms and other conditions of employment.

Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike.

For the purpose of this Agreement, a "lock-out" means preventing an employee from performing their regularly assigned duties as a means of bringing pressure on the employee or an employee organization to compromise or capitulate to the employers terms regarding a labor relations dispute.

No Police Officer shall be required to perform any job duty of any other Toledo City employee. In the event of a work stoppage by any Toledo City employee, no Police Officer shall be required to perform the job duties of the striking employee.

### **2129.99 Savings Clause**

If any article or section 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 as 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 found invalid, illegal, unenforceable or inoperative, that section or article shall be renegotiated in an attempt to provide validity, legality, operativeness or acceptability to such section or article.

### **2129.100 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, with 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. If the City does not elect to submit the unresolved issue or issues to conciliation, the status quo shall be maintained.

Proposed changes to this agreement that arise within 120 days of the Agreement's expiration will not be deemed mid-term issues. Such issues will be held over until negotiations for a successor agreement commence and this procedure will not apply.

### **2129.101 Canine Unit**

As long as the City maintains a Canine Unit, for the effective operation of that unit, the following waivers of contractual articles apply:

#### **2129.03 Field Training Officer**

Upon selection as a Canine Handler, any officer holding the title of Field Training Officer shall resign that position.

#### **2129.20 Drug and Alcohol Testing**

Due to a Canine Handler's access to narcotics and other drugs for training purposes, Canine Handlers may be randomly tested once annually for drugs.

#### **2129.30 Bidding for Assignment**

It is understood that any officer selected as a Canine Handler shall waive his/her right under Section 2129.30, "Bidding for Assignment" within the Department for a period of (7) seven years or when the service working life of his/her canine is terminated, whichever comes first. Absent the termination of the canine's service life, any bid submitted within the seven (7) year time frame shall not be accepted.

If the service life of the canine is terminated by the City veterinarian, the ~~affected~~ officer shall ~~have the option to maintain his/her position within the Canine Unit~~ **return to Field Operations. If a canine dies in the line of duty, the affected officer shall have the option to maintain his/her position within the Canine Unit** (if a replacement canine is to be purchased.) ~~or return to Field Operations where his/her bid rights will be restored.~~

2129.32 Career Enhancement Program

Due to the extensive training involved in becoming a Canine Handler and the need for continuous training, the City agrees to create a category within the Career Enhancement Program Specialty Assignments titled “Canine Handler” with an assessment of 20 points.

2129.46 Permanent Shifts

Shift selection shall be by seniority among the Canine Handlers. However, shift selection will be made by canine specialty. Dual Purpose/Explosives Canine Handlers shall select shift assignment among each other. Dual Purpose/Narcotics Canine Handlers shall select shift assignment among each other.

2129.50 Work in Excess of Regular Workday

Canine Handlers will be required to perform tasks at home outside of normal working hours related to their position. These tasks would include bathing, brushing, exercising, feeding, grooming of the dog, cleaning of the dog’s kennel and/or transport vehicle, administering medications for illness, transporting the dog to and from an animal hospital, veterinary clinic or kennel, and training the dog at home. Per the Garcia Act, the Canine Handlers will be compensated an additional 3.5 hours at time and one half per week.

2129.52 Compensatory Time

2129.58 Bonus Days

2129.69 Vacations

All compensatory time off, Bonus Days and vacations shall be selected by seniority by shift among canine handlers regardless of station assignment.

Purchase of Canine

Should a canine, which is assigned to a Canine Handler, have its service life terminated by a City-designated veterinarian after the warranty period from the vendor or kennel, the assigned Canine Handler shall have the option to purchase the dog for a sum of One Dollar (\$1.00).

All care and equipment related to the canine shall be provided by the City of Toledo Police Department during the canine’s service life. An annual stipend of \$250.00 shall be provided to the Canine Handler in the month of June for carpet cleaning.

~~Job Description – Field Operations Division – Dual Purpose Canine Handler~~

~~Both the City of Toledo Police Department and the Toledo Police Patrolman’s Association have reviewed the Job Description Field Operations Division Dual Purpose Canine Handler description and accept it in its entirety.~~

**2129.102 Motorcycle Unit**

Effective January 1, 2015, the Motorcycle Unit, which are Category three (3) positions, shall transfer to the Traffic Section, a Category two (2) position. Officers in both the Traffic Unit and Motorcycle Unit shall retain their current contractual category positions. (Section 2129.31 Filling Vacant Positions)

All contractual earned time off will be selected within the Motorcycle and Traffic Unit's individual Category group. The allowance of officers being off on a selected date that is dependent on the 10% rule, or trade request will also be inclusive of their individual category group. (Section 2129.92 Trade Days Off)

All overtime opportunities within the Traffic Section, provided through Grant Funding or City funded shall be equalized for all patrolmen working the Motorcycle Unit and Traffic Unit. Overtime opportunities which are Motorcycle Unit specific, as determined by the Traffic Section Commander, shall be equalized only to the Motorcycle Unit. (Section 2129.54 Equalization of Overtime)

Field Operations Division (FOD) shift recall opportunities shall not be afforded to patrolman assigned to the Traffic Section.

Traffic Unit administration positions staffed by patrolman shall not be assigned to Motorcycle Unit patrolman and Traffic Unit patrolman shall not be assigned Motorcycle Unit positions.

Training for Accident Reconstruction and Commercial Vehicle enforcement shall be afforded to all patrolmen in the Traffic Section on a voluntary basis.

The workday shift hours for the Motorcycle Unit shall be determined prior to annual permanent shift selection beginning for the calendar year 2015 as determined by the Deputy Chief of Operations. (Section 2129.46 Permanent Shifts)

### **2129.103 Life Partner**

#### **A. Definitions**

Life Partner, as specified in Sections 2129.59 "Sick Pay Usage" and 2129.71 "Funeral Pay," shall be defined as two adults who have chosen to share in one another's lives in an intimate and committed relationship of mutual caring. The partners must be living together in the same living quarters, and must also intend to remain together. The partners must have agreed to be jointly responsible for the basic living expenses incurred during the life partnership. To qualify a Life Partner for purposes of Sections 2129.59 "Sick Pay Usage" and 2129.71 "Funeral Pay," the City employee must apply for pre-certification from the Department of Human Resources.

#### **B. Registration of Life Partnership**

Declaration: To establish the existence of a life partnership to qualify for benefits in Sections 2129.59 "Sick Pay Usage" and 2129.71 "Funeral Pay," persons shall register as life partners by executing a declaration of life partnership to be filed with the department, which shall be forwarded to the Department of Human Resources. The declaration shall be signed by the life partners and shall affirm under penalty and perjury that each life partner:

1. Is at least 18 years old and competent to contract;
2. Is the sole life partner of the other person;
3. Is not related to each other by kinship to a degree that would bar marriage in this state;
4. Has not been a registered life partner with another individual during the six months immediately prior to the application date unless that life partner was terminated by death or marriage; and
5. Share with his or her life partner a relationship of mutual support, caring and commitment, and intent to remain in such a relationship.

**C. Additional Requirements:**

Members who are applying for the extension of benefits outlined in Sections 2129.59 “Sick Pay Usage” and 2129.71 “Funeral Pay” shall provide proof that they and their life partner, who may be a city or a non-city employee, are jointly responsible for each other’s common welfare and share financial obligations. Such joint proof of responsibility may be demonstrated by the existence of one of the following upon registration:

1. They have a common or joint ownership of residence.
2. They have a current lease for a residence identifying both applicants as tenants.
3. They jointly own a motor vehicle.
4. They have a joint bank account or credit union account.
5. They have a joint credit account.
6. They have identified each other as primary beneficiaries in their wills.

**D. Termination:**

1. A life partnership is terminated by any of the following:
  - a. the death of one of the partners;
  - b. the marriage of one of the partners; and
  - c. the filing of a termination statement.
2. The employee may terminate the life partnership by submitting to their Department administrator a form provided by the Department administrator. The termination form shall be signed by both partners, or, if in the event of death or that one of the partners do not know the whereabouts of the other, a statement of such shall be noted on the termination form. The Department administrator must notify the Department of Human Resources regarding such termination.
3. An individual whose life partnership has been terminated may not file another declaration of life partnership under this section until at least six (6) months after the date on which the Department administrator received the termination statement. The six (6) month time limitation does not apply if the earlier life partnership ended because one of the life partners died.

