

AGREEMENT

Between The

CITY OF TOLEDO



And

TOLEDO FIREFIGHTERS

LOCAL 92



2007

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**PROVISIONS OF CHAPTER 2125
OF THE TOLEDO MUNICIPAL CODE
THE TOLEDO FIRE FIGHTERS' LOCAL 92**

January 2006 – December 31, 2008

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MEMORANDUM OF UNDERSTANDING
between
TOLEDO FIREFIGHTERS LOCAL 92
AND THE CITY OF TOLEDO

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between
TOLEDO FIREFIGHTERS LOCAL 92
AND THE CITY OF TOLEDO

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2125.01 Local 92 Recognition

The City hereby recognizes Toledo Firefighters Local No. 92 of the International Association of Firefighters, AFL-CIO-CLC, as the sole and exclusive representative of all employees of the Department of Fire & Rescue Operations, excluding those of rank or pay grade of Battalion Chief and over, for the purpose of bargaining with respect to wages, hours of work, and working conditions.

The City will neither negotiate with nor make bargaining agreements for any of its employees in the bargaining unit covered unless it be through duly authorized representatives of Local 92, I.A.F.F.

2125.02 Classifications

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

CLASSIFICATION	SALARY GROUP
Fire-Trainee	80
Fire-Private	80
Fire-Fighter/Paramedic	80
Fire-Lieutenant	81
Fire-Captain	82
Fire Maintenance Bureau Supervisor	82
<u>FIRE COMMUNICATION BUREAU SUPERVISOR</u>	<u>82</u>
<u>FIRE PREVENTION BUREAU SUPERVISOR</u>	<u>82</u>
<u>FIRE E.M.S. BUREAU SUPERVISOR</u>	<u>82</u>
<u>FIRE TRAINING BUREAU SUPERVISOR</u>	<u>82</u>
<u>FIRE-#122 / PARAMEDIC SUPERVISOR</u>	<u>81</u>

CLASSIFICATION	SALARY GROUP
<u>FIRE COMMUNICATION SHIFT SUPERVISOR</u>	<u>81</u>
<u>FIRE PREVENTION ADMINISTRATIVE POSITION</u>	<u>81</u>
<u>FIRE TRAINING ADMINISTRATIVE POSITION</u>	<u>81</u>
<u>FIRE- Arson Investigator</u>	
<u>FIRE-DIVER</u>	
<u>FIRE-BOAT CAPTAIN</u>	
<u>FIRE-DRIVER</u>	
<u>FIRE-CONFINED SPACE</u>	
<u>FIRE-HAZ-MAT</u>	

A Fire-Trainee shall not be assigned to perform emergency fire fighting duties for the first sixty (60) compensated work days of employment, but shall be trained in various phases of the operation of the Department of Fire & Rescue Operations.

THE FIRE COMMUNICATIONS BUREAU, FIRE EMS BUREAU, THE FIRE PREVENTION BUREAU, AND THE FIRE TRAINING BUREAU SHALL EACH HAVE A BUREAU SUPERVISOR. THE FIRE CHIEF SHALL DESIGNATE A MEMBER FROM LOCAL 92 WITH THE RANK OF LIEUTENANT OR HIGHER TO FILL THE POSITION.

THE FIRE COMMUNICATIONS BUREAU, FIRE EMS BUREAU, THE FIRE PREVENTION BUREAU, AND THE FIRE TRAINING BUREAU SUPERVISOR POSITIONS SHALL BE BID. IF A VACANCY REMAINS UNFILLED AFTER THE COMPLETION OF THE BIDS, THE CHIEF SHALL FOLLOW CURRENT PRACTICE TO FILL THE VACANCY.

A FIRE COMMUNICATIONS BUREAU SHALL HAVE AT LEAST 6 SHIFT SUPERVISORS. THE FIRE CHIEF

SHALL DESIGNATE MEMBERS FROM LOCAL 92 REGARDLESS OF RANK TO FILL THE POSITIONS.

THE FIRE E.M.S. BUREAU SHALL HAVE AT LEAST 1 UNIT #122 / PARAMEDIC SUPERVISOR. THE FIRE CHIEF SHALL DESIGNATE A MEMBER FROM LOCAL 92 REGARDLESS OF RANK TO FILL THE POSITION.

THE FIRE ADMINISTRATION MAY HAVE AT LEAST FOUR (4) ADMINISTRATIVE LIEUTENANT POSITIONS OTHER THAN BUREAU SUPERVISOR. THE FIRE CHIEF SHALL DESIGNATE A MEMBER(S) FROM LOCAL 92 REGARDLESS OF RANK TO FILL THESE POSITIONS.

THE ADMINISTRATIVE LIEUTENANT POSITIONS SHALL BE BID. IF A VACANCY REMAINS UNFILLED AFTER THE COMPLETION OF THE BIDS, THE CHIEF SHALL FOLLOW CURRENT PRACTICE AND TRANSFER THE LEAST SENIOR LIEUTENANT INTO THE POSITION.

IF FIRE UNIT #122 / PARAMEDIC SUPERVISOR POSITION REMAINS UNFILLED AFTER THE COMPLETION OF THE BIDS, THE CHIEF SHALL TRANSFER THE LEAST SENIOR PARAMEDIC LIEUTENANT INTO THE E.M.S. SUPERVISOR POSITION.

IF ANY OF THESE DESIGNATED POSITIONS ARE FILLED BY A MEMBER WHO IS NOT AN OFFICER, THE POSITION THEN WOULD NOT BE CONSIDERED PART OF THE TOTAL NUMBER OF PROMOTED POSITIONS WITHIN SALARY GROUPS 81 & 82 THAT REQUIRES A TOTAL NUMBER OF 120-123 POSITIONS.

ANY MEMBER SELECTED BY THE CHIEF TO THE ABOVE MENTIONED POSITIONS, THAT IS ABOVE

THEIR CURRENT PAY GRADE SHALL HAVE A PROBATIONARY PERIOD OF TWO (2) YEARS. IF THE CHIEF HAS CAUSE TO DEEM THAT THE DESIGNEE HAS NOT BEEN ABLE TO FULFILL THE DUTIES OF THE POSITION THE DESIGNEE MAY BE REMOVED FROM THAT POSITION AND PUT BACK TO THEIR SALARY GROUP PRIOR TO THEIR DESIGNATION. IN THE EVENT THERE IS A NEW FIRE CHIEF OF THE DEPARTMENT, ANY OF THE DESIGNATED POSITIONS THAT ARE FILLED BY A MEMBER ABOVE THEIR CURRENT PAY GRADE SHALL BE UP FOR REVIEW AND CHANGES MAY BE MADE. THIS SHALL BE DONE WITHIN ONE (1) YEAR OF THE NEW APPOINTMENT OF THE CHIEF.

2125.03 Nonrepresentation; Probationary Period

The Union shall represent a new employee upon his completion of his first sixty (60) compensated work days of employment in the Department, provided, however, that the Union shall not represent the employee in an issue pertaining to the acceptance or rejection of the employee during the remaining time of his probationary period, AS FIXED IN SECTION 2125.25

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

2125.04 Listing of Employees

The City shall furnish the Union with three (3) copies (2 Union - 1 Trust) of a list of all new employees with the Department of Fire & Rescue Operations indicating their starting date of employment, name, address and telephone number, within thirty (30) days of their starting date. The City shall furnish the Union

with three (3) copies (2 Union - 1 Trust) of all current rosters of Department employees and shall make quarterly notification of any changes made therein.

2125.05 Union Dues Deduction

In recognition of the Toledo Firefighters Local No. 92 as the sole bargaining agent and to promote harmonious and stable relationships between the Bargaining Unit and the City, employees within the Bargaining Unit shall, within thirty (30) days of this agreement, or upon completion of the employee's first sixty (60) compensated workdays, whichever is later, either become members of the Toledo Firefighters Local No. 92 or share in the financial support of the Toledo Firefighters Local No. 92 by paying to the organization a service fee not to exceed the amount of the dues uniformly required of members of the Organization. The Union will establish a rebate procedure for fees deducted from non-members of the Association in accordance with O.R.C. 4119.09.

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

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

2125.06 Credit Union

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

2125.07 Savings Bonds, United Way and Local 92 Charities

The City agrees to deduct from the paychecks of employees giving written authorization any monies for the U.S. Savings Bond Program, COMMUNITY SHARES the United Way and the Local 92 Charities payroll deduction program and remit such withholdings to the proper authorities.

2125.08 Fireman's Benevolent Association

The City agrees to continue to make deductions for the Toledo Firemen's Benevolent Association on the same basis in the past and at the rate prescribed by the Association.

2125.09 Deferred Compensation Plan

The City will make available during the term of this agreement the opportunity for all employees who have completed their first sixty (60) compensated work days to participate through payroll deduction in a deferred compensation plan (Section 401-K Plan or Section 457 Plan), developed and administered by a carrier designated by the City. OHIO ASSOCIATION OF PROFESSIONAL FIREFIGHTERS 457 DEFERRED COMPENSATION PLAN SHALL BE A CARRIER DESIGNATED BY THE CITY. IT WILL BE AVAILABLE BEGINNING AT THE FULL IMPLEMENTATION OF THE NEW PAYROLL SYSTEM. Each employee will be charged only for any loan origination fees.

2125.10 Pledge Against Discrimination and Coercion

The provisions of this Title of the Code shall be applied to all members of the bargaining unit, without discrimination as to age,

sex, marital status, race, color, creed, national origin, sexual orientation or political affiliation. The failure of the City to apply this Agreement, without such discrimination, shall be subject to the provisions of the grievance procedure.

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

2125.11 Representation

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

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

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

The Union President or his designee shall be given release time under the present agreement with the City. At the end of the

president's current term (12/92) this practice will change to one of full Union release for the Union president or his designee.

2125.12 Bulletin Boards

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

2125.13 Negotiations

The Firefighters are entitled to have six representatives (excluding the Administrator of the Health Plan) released for contractual negotiations. The members of the Firefighter bargaining team shall receive ninety days release time prior to the beginning of bargaining over the next collective bargaining agreement which release time shall terminate upon ratification of a new contract or on December 31, 2008, 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.

2125.14 Grievance Representatives

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

2125.15 Grievance Procedure

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

For the purpose of this section, the term “days” is defined as Monday through Friday, weekends and holidays excluded.

When an employee has a grievance, he/she shall notify the Grievance Representative of the Union within seven (7) days of the occurrence or knowledge thereof. The grievance shall be in writing on a mutually agreed upon grievance form and must contain the date of the occurrence, who was involved and the section of the contract violated, if applicable, along with as much information as possible as to the grievance. The grievance representative shall submit the grievance to the step above that at which the grievance occurred, except when the grievance arises from actions at the directors’ level or above, then the grievance will be submitted at Step Two.

STEP ONE: The grievance shall be submitted to the Fire Chief or his designee who shall attempt to settle the grievance within seven (7) days. The written answer of the Chief or his designee shall answer the specific allegations raised in the grievance and add whatever information he feels is pertinent to the grievance. If the answer of the Chief or his designated representative is not satisfactory, then the employee/Union shall have seven (7) days to decide if he/she wishes to take this grievance to the next step.

STEP TWO: If the grievance is appealed to Step Two, the Union shall submit the grievance, in writing, to the Directors of Public Safety who shall attempt to settle the dispute and provide a written answer within seven (7) days. In complex cases the Association President may request to meet with the Safety Director or his designee to explain the grievance when it is submitted. If a meeting is agreed upon, the time frame for responding shall be extended to seven days after the meeting.

STEP THREE: If the answer of the Directors of Public Safety is not satisfactory, then the Union Executive Board may call for binding arbitration. The name of the arbitrator will be selected from a panel requested from the Federal Mediation and Conciliation Service (FMCS), American Arbitration Association (AAA) or the Labor Management-Citizens Committee, whichever service is mutually agreed upon. If the parties cannot agree upon a service, then FMCS will be used. Within seven (7) work days after selection of the service, either the City or the Union shall request a panel of seven (7) names from the appropriate service. Upon receipt of the panel, both parties shall meet within seven (7) working days to select the arbitrator using the alternative strikeoff method.

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. The cost of any stenographic record of the proceedings shall be paid by the party requesting such record. If there is no stenographic record, then 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, within five (5) work days. There may be post hearing briefs at the request of either party.

The Arbitrator 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 witness 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 thirty (30) calendar days from the date of the hearing or the date on which the briefs are submitted, whichever is later. The awards shall be in writing and shall be signed by the Arbitrator.

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. Cost of the Arbitrator shall be borne by the loser.

Issues that were resolved as a result of grievances filed prior to the date of this agreement may be raised as an indication that a prior history exists (past practice) on grievances filed on similar matters during the term of this agreement.

Delivery of grievances and grievance answers shall be at the secure location provided at department headquarters or by fax, to be followed up by written acknowledgment of receipt.

All resolutions of grievances shall be in writing, signed by both parties; the City shall forward these agreements to all parties necessary to implement the award.

The foregoing timelines may be shortened by mutual agreement of the parties.

Complaint Procedure

A complaint procedure is hereby established to resolve all matters that are not a direct violation of a specific section of this agreement. These complaints shall be forwarded to the Chief, in writing, for his initial resolution, using the grievance procedure as an outline as to procedure.

If the complaints cannot be resolved with the Chief, they will be presented to a mutually selected Umpire, whose decision shall be binding on the parties.

The decision of the Umpire shall not be then subject to the grievance procedure section 2125.15.

The parties will establish with the Umpire the procedures for filing, hearing and processing the complaints.

Additionally, if a question arises under 2125.15 as to whether a prior grievance is a past practice or not, the Umpire will resolve this matter prior to a formal grievance being presented.

If the mutually agreed upon Umpire is to be replaced and the parties cannot mutually agree on a successor Umpire, then the current Umpire shall name his/her own successor.

2125.16 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 Union fails to appeal the answer given to the next step of the grievance procedure within the time allowed, then the grievance shall 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; such agreement shall be in writing and initiated by the requesting party. Grievances settled by default cannot be the basis of establishing precedent for the settlement of any other grievances.

2125.17 Emergency Condition

Where there is an emergency condition, upon mutual agreement between the person who should answer the grievance at each step and the organization, any step or steps in this procedure may be combined to accelerate the resolution of the emergency condition. Each person responsible to answer at each step shall make an immediate decision as to whether the grievance is to be advanced. When there is an agreement at the Second Step that an emergency condition exists, it shall proceed as an emergency through the remaining steps of the grievance procedure.

2125.18 Retraining/Counseling

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 with employees whom, by their actions, lack understanding of department guidelines, policies,

rules, and procedures. It is to be understood that counseling is to be considered retraining, and shall not be used in a punitive nature (i.e. considered negatively when the member is being considered for promotion or transfer).

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

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

2125.19 Written Reprimands

When minor infractions occur, a written reprimand may be issued by a superior officer to a subordinate. Such reprimand shall not be issued without the approval of the Battalion Chief. A meeting shall be held between the affected member, the issuing officer, and the Battalion Chief. The affected member shall have union representation at this meeting if desired.

If the member so chooses, during this meeting, the reprimand shall be reduced to charges and pursued through the disciplinary process. The member may, within five (5) days or two (2) work tours, request a review of the reprimand by the Deputy Chief in charge of that platoon or bureau. The Deputy Chief's decision shall be final.

If a written reprimand is issued by a Battalion Chief, it shall be reviewed by the appropriate Deputy Chief within five (5) days or two (2) work tours.

Upon the approval of the Deputy Chief, notice of the written reprimand shall be forwarded to the Fire Administration and recorded on the disciplinary record of the affected member. This reprimand shall remain a part of the disciplinary record for a period of ONE (1) YEAR.

In the event that the procedure as set forth in this section is not followed, then the charges against the member will be dismissed without prejudice.

Written reprimands shall be issued within the time frames required for the issuance of charges as specified in Section 2125.20, "Suspension or Disciplinary Action".

2125.20 Suspension or Disciplinary Action

When a member is to be suspended or disciplined, the Fire Chief shall have the charges reduced to writing. One (1) copy shall be delivered to the Local 92 President or his designee, within fifteen (15) office days of the occurrence or knowledge thereof, or within thirty (30) office days if the Department has a legitimate need for additional time to complete its investigation. If the latter time is taken, the Department shall notify the Union why it is being taken. However, approval is not required provided the charges are brought within the thirty (30) day period. Delivery to the union president or his designee shall be deemed to have occurred if hand delivered or faxed (with follow-up communication in writing) to the union hall. A second copy shall be delivered to the member. Delivery shall be deemed to have occurred if charges are hand delivered or in the event hand delivery fails (at work at the member's last address of record), placed in the U.S. Mail (certified, return receipt requested), with a certification of mailing to be completed by the individual who mails the copy. Where resort to U.S. Mail occurs, the date of posting shall control and a written certification shall be provided to the Hearing Officer stating the date of mailing and address to which mailed. In the event of pending civil or criminal matters, the above time frames for conducting an investigation may be extended until the conclusion of such litigation.

For the purpose of this section, days are defined as official office days, Monday through Friday, weekends and holidays excluded.

There shall be no press release by the City or the Association regarding the employee under investigation until the investigation is completed and the employee is either cleared or charged.

Any member called to the Chief's office for disciplinary action or where such action shall be discussed shall be afforded the right to have Union representation and/or Union legal counsel to be present, at the discretion of the Union. If so desired, one or both shall be obtained prior to such hearing.

A hearing shall be held on a date and time mutually agreed upon not more than fourteen (14) days, nor sooner than seven (7) days from the date of the charges. In the event the hearing cannot be scheduled within these time frames because of the absence of the member or the Chief or his designated representatives for any reason, then it shall be held within seven (7) days after the return of the member and/or Chief and his designated representatives.

The Fire Chief or his designee shall hear the evidence in support of the charges and the evidence in defense of the charges and shall endeavor to ascertain the truth of the charges. The Chief shall take whatever disciplinary action is merited based on the evidence he has heard.

If the Chief has suspended a member of the bargaining unit, then he shall forthwith, in writing, certify to the Director of Public Safety the fact of such suspension. Within fifteen (15) days from 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 may conduct a hearing on the suspension and the member shall be represented at such hearing as is provided above.

In the event of an appeal hearing, the appellant shall waive the fifteen (15) day limitation imposed in Section 143 of the Charter of the City of Toledo and a hearing date will be established at a time mutually agreeable to the Administration and the employee.

The Director of Public Safety, OR HIS/HER DESIGNEE shall render judgment, AND TAKE ACTION WITHIN FIFTEEN (15) DAYS OF THE START OF THE INQUIRY.

The decision of the Director of Public Safety 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 Union, be submitted to final and binding arbitration.

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

2125.21 Suspensions

Any Rule or Order which designates suspensions as a penalty for its violation shall be clearly written and shall be detailed as to the number of days (hours) suspension applicable and the number of violations necessary for such suspension(s). Suspensions shall be served by the member on the same schedule that the member was on when he/she was suspended (line personnel -48 hrs. and staff personnel -40 hrs.)

An employee receiving a suspension of twenty-four (24) hours or more within a twelve (12) month period shall forfeit his/her right to the transfer (bid) procedure in Section 2125.54 for a twelve month (12) period, COMMENCING AT THE DATE OF THE SAFETY DIRECTORS FINDING.

An employee shall forfeit their right to act in the capacity above their current rank if their disciplinary record would disqualify them from promotional eligibility as outlined in the Promotional Selection Process, Table 3.

At the request of the employee they will be given the option of reducing vacation or comp time hours in lieu of serving the suspension with a loss of pay. This action will not be considered as overtime.

2125.22 Personal Service Records

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

(a) All reprimands shall be removed from the Personal Service Record after ONE (1) YEAR 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.

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:

The above period shall commence upon issuance of the Safety Director's decision, or in investigations resulting in a reprimand or in a finding of exonerated, non-sustained, or unfounded, upon such finding. Commencing January 1, 1991, 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 members disciplined, but shall not maintain any records identifying individual members beyond the specified periods.

2125.23 Relief From Duty

No member of the Bargaining Unit shall be relieved from duty without first being afforded a hearing as provided in Section 2125.20 except where it is necessary to immediately relieve the member from duty for the safety and welfare of the community, or to preserve the good order and discipline of the Department.

2125.24 Drug Testing

1. Policy: Statement

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

2. Definitions

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

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

3. Notice and Education of Employees Regarding Drug Testing

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

Employees will be provided with information concerning the impact of the use of drugs 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. 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 Abuse

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

- a. Where there is reasonable suspicion that the Firefighter to be tested is using or abusing illegal drugs.
- b. Those firefighters on a promotional eligibility list may be tested prior to promotion.

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

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.

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

The employee designated to give a sample must be positively identified prior to any sample being taken. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the tests. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

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

6. Testing Procedures

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

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

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

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

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

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

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

All unconfirmed positive test records shall be destroyed by the laboratory.

Test results shall be treated with the same confidentiality as other employee medical records. Test results used as evidence for disciplinary action shall also be entitled to the same confidentiality.

7. Disciplinary Action

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

8. Right to Appeal

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

9. Voluntary Participation in a Dependency Program

A member 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. Information regarding treatment of employees in chemical dependency programs shall remain confidential and shall not be released to the public.

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

10. Duty Assignment After Treatment

Once a member successfully completes rehabilitation and is fit for duty, the member shall be returned to the regular duty assignment. Reassignment during treatment shall be at the discretion of the Chief, based on each individual's circumstances. If follow-up care is prescribed after treatment, this may be imposed as a condition of continued employment. Once treatment and any follow-up care is completed, at the end of two years the records of treatment and positive drug test results shall be retired to a closed medical record. The member shall be given a fresh start with a clean administrative record, except that discipline records shall be retained as is provided for in Section 2125.22.

11. Right of Association Participation

At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug 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.

12. Held Harmless

This drug testing program is initiated solely at the behest of the employer. The Department of Fire & Rescue Operations 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 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.

2125.25 Seniority; Probationary Period

Newly hired employees shall have no seniority during their probationary period, but upon completion of the probationary period their seniority date shall be the date of hire. All new employees shall serve a probationary period of one year after completion of the Fire Academy. Employees who have worked one year after completion of the Fire Academy shall be known as permanent employees and the probationary period shall be considered as part of their seniority time.

2125.26 New Employee Fringe Benefits

No Fire Trainee shall receive any fringe benefits, other than hospitalization and coverage for industrial disability and pension as established in the State of Ohio, during the first sixty (60) compensated work days of his employment with the Department. However, provision shall be made for his coverage, by self payment of appropriate fees, for other types of insurance which are available to other employees.

2125.27 Seniority; Regular Employee

Seniority shall be established as of the date of the employee's appointment to the Department of Fire & Rescue Operations and shall be the total length of his continuous service after that date. Seniority shall be used for, but not limited to, the purpose of

determining layoff and recall (from layoff) rights and the eligibility to take promotional examinations in the 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.

Seniority for lieutenants and captains shall be based on the date of promotion.

Seniority for paramedics shall be from the date of state certification. Where more than one employee has been certified on the same date, then his seniority shall be in accordance with his position on the original appointment list. For employees hired with prior paramedic certification, paramedic seniority shall commence on the date that they are first used in that capacity.

Seniority for vacation or Kelly Days selection shall be based on the date of hire.

2125.28 Military Service Benefits

(A) Seniority During Military Service

Regular 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 service, will upon their return within ninety (90) days from the release of such services, be granted all seniority rights as if continuously employed by the City during such service.

Sick days and other benefits to which such employee is entitled, accrued prior to the date of the 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 employees granted such leaves for military service. All such appointments shall be subject to the priority rights of the permanent employees granted military leave.

(B) Military Leave

An employee who is called into military service shall be placed on an approved leave of absence during the period of time that the

they are 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 Title of the Code.

(C) Military Pay

When an employee is called for short term military leave 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 23 days (either continuous or interrupted) or 176 hours in any calendar year or military assignment. 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 the uniform services. They shall receive one month (22 days or 176 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. This pay is not for the purpose of attending monthly organizational or training meetings in a reserve unit.

Long term military leave shall be defined as a military duty assignment that exceeds twenty-two (22) days (either continuous or with interruption) or where a short term military leave assignment extends beyond the twenty-two (22) 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 that 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 benefit 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) MILITARY DRILL ABSENCE

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 with themselves to cover their training absences.

2125.29 Seniority During Industrial Disability

A permanent employee who is unable to work because of industrial (service connected) disability shall accumulate seniority and all other benefits as a permanent employee during this period of sickness or disability not to exceed two (2) years duration, unless by mutual agreement this period is extended in writing.

2125.30 Promotions

A) The promotional system is set forth in the Promotional Selection Process.

B) Promotion from the LIST ESTABLISHED BY THE CIVIL SERVICE COMMISSION after January 1 2006, for Lieutenant and Captain, shall be limited to those who have completed five (5) years of service with the Department of Fire and Rescue Operations, and who have completed appropriate course work. The course work requirement may be satisfied with any of the following:

- 1) Associate Degree,
- 2) Bachelor's Degree, or
- 3) The completion of six credit hours or its equivalent in Management or Administration. The Academic Review

Committee specified in the section titled “2125.82 Educational Reimbursement” will make the final determination on whether a course is acceptable to fulfill this requirement and the equivalency of non credit Management or Administration classes.

(C) The number of oral interviews will be limited to one for each individual receiving a passing score on the written portion of the testing process. THE ORAL INTERVIEWS SHALL BE NO MORE THAN SIXTY (60) DAYS FROM THE DATE THE ELIGIBILITY LIST IS ESTABLISHED BY THE CIVIL SERVICE COMMISSION. The interview panel shall be COMPRISED OF THREE MEMBERS, TWO FROM EITHER THE CURRENT OR RETIRED CITY OF TOLEDO FIRE CHIEFS, ASSISTANT FIRE CHIEFS, DEPUTY CHIEFS, OR BATTALION CHIEFS, AND ONE FROM THE CURRENT OR FORMER CITY ADMINISTRATION OR ANOTHER CHIEF AS AGREED UPON BY THE FIRE CHIEF, & LOCAL 92. LOCAL 92 WILL SELECT ONE CHIEF TO SERVE ON THE INTERVIEW PANEL; THE FIRE CHIEF WILL SELECT ONE CHIEF TO SERVE ON THE INTERVIEW PANEL; AND THE CITY SHALL SELECT THE ADMINISTRATOR TO SERVE ON THE INTERVIEW PANEL, UNLESS ANOTHER CHIEF IS AGREED UPON BY THE FIRE CHIEF, AND LOCAL 92. ALL MEMBERS OF THE PANEL MUST BE MUTUALLY AGREED UPON BY LOCAL 92, THE FIRE CHIEF, AND THE CITY. IF AN AGREEMENT CANNOT BE REACHED, THE SIXTY (60) DAY DEADLINE MAY BE EXTENDED TO SUCH A TIME PERIOD AS TO ALLOW A PANEL TO BE ASSEMBLED FROM OUTSIDE THE TOLEDO FIRE & RESCUE DEPARTMENT. The STANDARD DEVIATION GROUPINGS will then be established, WITH ONLY SENIORITY AND DISCIPLINE BEING ADJUSTED through the life of the list.

2125.31 Layoff and Recall Procedure

When it becomes necessary, through lack of work or funds, to reduce the force in the Department of Fire & Rescue Operations, the employee with the least Departmental Seniority shall be laid off first.

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

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

2125.32 Filling Vacancies in Promoted Ranks

A. Permanent Vacancies: Effective January 1, 1997 and thereafter through the life of this contract, the total number of budgeted positions within salary groups 81 and 82 shall not be less than 120-123 unless there is a reduction in the number of fire companies. In the event there is such a reduction, then the number of positions in salary groups 81 and 82 may be reduced by attrition in relation to the number and type of company or companies reduced. All vacancies shall be filled within thirty (30) days provided there is an eligibility list available unless there has been a reduction in budgeted manning levels which reduces the number of Fire Companies in service. In the event that there is no list available at the time the vacancy occurs, then the vacancy shall be filled within thirty (30) days after the list has been established. A promoted officer shall be in a promotional

probationary period for forty-five (45) on-duty tours of duty, or for officers promoted to a position on a regular forty (40) hour work schedule, one hundred twenty (120) days of actual work in their former rank during this period, they shall be reinstated to their former rank. In the event the officer is found to be unsuited for the work of the new rank, they shall be afforded a hearing in the Chief's office. The employee who has been reduced in rank shall have the right to appeal the action of the Chief in reducing them through the third step of the Grievance Procedure.

B. Temporary Vacancies: All temporary vacancies in the promoted ranks within the Department of Fire & Rescue Operations shall be filled. Any member who is used in a capacity above their current rank must be able to meet the guidelines set forth in 2125.21. The following method is agreed upon.

1. Filling Captains' Vacancies – Operations

Members in the band on the current Captain's eligibility list shall be used first as acting captains. Members within the band shall be used equally according to availability. If no band members are available on that shift, where the vacancy occurs, then one of the three (3) most senior Lieutenants on the current list on each shift shall be used.

If none of the three (3) most senior Lieutenants on the current list are available, the most senior Lieutenant on duty shall be utilized. Lieutenants cannot be forced to act. Lieutenants who agree to be utilized as acting captains shall be held responsible for the regularly assigned Captain's duties.

2. Filling Lieutenants' Vacancies – Operations

Members in the band on the current lieutenant eligibility list shall be used first as Acting Lieutenants. Members within the band shall be used equally according to availability. If no band members are available on that shift where the vacancy occurs, then one of the three (3) most senior firefighters on the current list on each shift shall be used.

If none of the three (3) most senior Firefighters on the current list are available, the most senior Firefighter on duty at the station shall be utilized. Firefighters cannot be forced to act. Firefighters who agree to be utilized as acting lieutenants shall be held responsible for the regularly assigned Lieutenant's duties.

In the event there is no list available, and it becomes necessary to use acting officers, the most senior firefighter on duty at the station shall be utilized. Firefighters cannot be forced to act. If no member wishes to act at that station the most senior firefighter in that district shall be utilized.

2125.33 Acting Time

A. General Provisions

A Firefighter acting as a Lieutenant shall be paid full Lieutenant's rate of pay whenever in an acting Lieutenant Capacity.

Acting Captain's pay will be paid when the Captain is off for reasons such as Kelly Days, vacations, sick or injured.

If an officer is not assigned to fill the Captain's vacancy, the private filling the vacancy will be paid the acting Lieutenant's rate and the designated station Lieutenant will be paid acting Captain's pay.

B. Less than eight hours

When a line officer is removed from his assigned position for training, meetings or other reasons, an acting officer shall be utilized from within the crew. This acting time shall be paid after one (1) hour and then for the entire time unless the unit responds to an incident. In that event, the acting officer shall be paid for the out of service time of the incident, including a maximum of fifteen (15) minutes for paperwork per incident.

If the assigned officer of a double unit engine company is on a response and the "B" unit is dispatched to another incident, an acting officer shall be utilized and paid the acting time for the entire out of service time, including a maximum of fifteen (15) minutes for paperwork per incident.

C. More than eight hours

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

2125.34 Personal Leave

A personal leave of absence in excess of six (6) days may be granted at the request of the member of the bargaining unit upon the approval of the City. Leaves of absence for six (6) consecutive days or less may be granted and need not be covered by a formal leave of absence. Requests for such leaves shall be in writing and submitted at least seven (7) days prior to its start whenever practicable. If it becomes necessary for a member to request a short term emergency leave during a scheduled tour of duty, such member shall be allowed to complete his tour of duty upon conclusion of said emergency.

2125.35 Thirty Day Leave and/or Extension

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

A leave of absence for more than thirty (30) calendar days may be granted, but the employee granted the leave of absence for more than thirty (30) calendar days shall not be entitled to be returned to the position from which the leave was granted but will be placed in an open position in the same class or in a class at the same salary group provided a vacancy exists. However, any employee who is on an industrial injury leave in the City program will be entitled to return to their position.

Those firefighters on an approved FMLA (Family Medical Leave Act) leave may hold three (3) weeks vacation and 15 days sick time in abeyance for later use.

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

2125.36 Fringe Benefits During Leave

An employee on an approved leave of absence shall continue to accumulate seniority during the period of his absence. An employee on an approved leave of absence of thirty (30) calendar days in any calendar year or less shall have his hospitalization and surgical insurance and death benefit continued 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 exceeding the first thirty (30) days, however, the employee may arrange to prepay through the Division of Accounts the premiums necessary to continue the employee's hospitalization and surgical insurance in force during the period of time the employee is on leave.

2125.37 Sick Or Injury Leave

When an employee is sick or has been injured, and the employee has no sick days or injury pay left, and extended Sick Pay has not been granted, then the employee may apply for a Leave as provided in Section 2125.35. The request 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 or more, depending on the condition of the employee, not to exceed two (2) years from the date the employee's sick or injury pay has been exhausted.

2125.38 Medical/Physical Fitness Standards

Local 92 and the City of Toledo recognize that the health and wellness of a firefighter is an area of mutual concern. The parties have therefore agreed that firefighters may annually be required to participate in a mandatory wellness evaluation. That evaluation will consist of some or all of the following:

- A.) Cholesterol evaluation
- B.) Fasting blood glucose
- C.) Blood pressure
- D.) Heart rate
- E.) Height/weight

- F.) 3 minute step test
- G.) Cardiovascular fitness (fire bicycle test)
- H.) Upper body strength (fire bench press)

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

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

2125.39 Time Bank

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

2125.40 Payday

Fire & Rescue Operations Department employees shall be paid bi-weekly with every other Friday being designated as payday. Paychecks shall be distributed to the station or office of the member's choice on a continuous basis, subject to change only due to a transfer of assignment or change of home address.

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 the employee receives his full pay when due.

If a 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.

In the event that a holiday falls on a payday, the employees shall receive their paycheck on the day prior to the holiday. When the Friday payday falls in the week of Thanksgiving, the employees shall receive their paychecks on the Wednesday prior to the Thanksgiving holiday.

2125.41 Safety and Welfare

The City shall continue to make reasonable provision for the safety, health and welfare of its employees. Protective devices as required by law to properly protect employees from injury shall be provided by the City. Employees shall be required to use safety equipment provided for them in the manner mutually agreed to by the Fire & Rescue Operations Department Employee Safety Committee and the Chief.

I. Departmental Safety Committee

(A) There shall be established and maintained a Department of Fire & Rescue Operations Employee Safety Committee whose recommendations with cost/benefit analysis, shall be considered, discussed and answered at any time they are submitted, for improvement of tools, apparatus, equipment, station design, health or safety conditions. This committee shall consist of seven (7) members. Four (4) shall be from the bargaining unit and designated by the Union and three (3) shall be designated by the Chief. The Union shall chair the committee. The Safety Committee shall meet monthly unless waived by mutual agreement.

The safety representative from the Department of Human Resources will work with the Safety Committee to assist and coordinate in the implementation of Safety Committee recommendations when feasible.

Recommendations made by majority vote of the committee, not implemented, shall be subject to step three of the grievance procedure.

Worker's Compensation:

(B) There shall be established and maintained a Fire & Rescue Operations Department Workers' Compensation Committee up to five (5) members from the bargaining unit.

The purpose of this committee is to meet monthly with the City and review all workers' compensation forms to be filed with the State. The Workers' Compensation Committee shall meet monthly unless waived by mutual agreement.

(C) In addition to current safety policy and the SC-5 form, there will be established a policy and form to initiate immediate action to resolve any issue or condition that a Department of Fire & Rescue Operations member deems to be imminent danger.

II. (A) The parties will establish a labor-management health and safety committee. The union will be represented on this committee by the union president or vice president and one (1) other designated representative. The City will be represented by a designee of the Commissioner 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 consider all issues brought before it, regardless of the bargaining unit impact.

(B) 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 city-wide.

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

(1) The committee may recommend periodic inspections of the various locations, when necessary, by staff of the Human Resource Development Section of the Department of Human Resources.

(2) The committee shall make recommendations for

the correction of unsafe or harmful work conditions and the elimination of unsafe or harmful practices as reported to the committee by representatives of the Human Resource Development Section of the Department of Human Resources and Divisional Safety Committees.

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

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

(5) 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 union, may be adopted/implemented during the term of this collective bargaining agreement.

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

- a. Enhanced managed care and utilization review.
- b. Increased claims control and claims audits.

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.

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.

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

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.

Sub-committees may be formed as deemed necessary by the co-chairpersons to study issues, develop reasonable solutions, and report back to the committee.

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.

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

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.

2125.42 Accident Review

All members shall have the right to waive being present at any Accident Review Board Hearing that involves the member. The above waiver does not constitute guilt or default by the employee.

The TF&RD Accident Review Board Shall Consist Of One (1) Chief, One (1) Local 92 Member And One (1) Neutral To Be Agreed Upon between both parties. Hearings shall be held quarterly.

2125.43 Uniform Clothing

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

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

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

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

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

2 belts	1 pair of fire boots
1 dress cap	1 fire coat with liner
1 dress white shirt	1 foul weather cap
1 fatigue jacket	1 pair bunker pants
4 fatigue pants/ <u>SHORTS</u>	2 pair of gloves or 1 pair of gloves and 1 pair of mittens (at the members' option)
4 long sleeve shirts	1 helmet complete
4 short sleeve shirts	1 pair shorts
2 neckties	2 hoods

THE combined number of short-sleeve fatigue shirts and polo shirts will total four (4) and the combined number of long-sleeve fatigue shirts and polo shirts will total four (4). THE COMBINED NUMBER OF FATIGUE PANTS AND FATIGUE SHORTS WILL TOTAL (4). All members will have 2 PAIR OF FATIGUE

PANTS AND at least one long-sleeve fatigue shirt and one short-sleeve fatigue shirt, available to be worn with ties, at the appropriate times. SHORTS SHALL BE PROVIDED AS FATIGUE PANTS NEED REPLACING.

SHORTS MAY BE WORN BETWEEN MEMORIAL DAY AND LABOR DAY, ALSO WHEN DETERMINED BY THE DEPUTY CHIEF OF OPERATIONS TO BE APPROPRIATE.

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

(B) Undergarment liners shall be provided for all members of the dive team, and kept in sufficient quantity as determined by the Department Dive Master Trainer.

2125.44 Training and Career Enhancement Program

PART A:

PURPOSE:

The purpose of the Career Specialization Program is to provide the path to improve skills, enhance productivity, evaluate performance, promote professional growth, as well as job satisfaction in the Fire service. This concept is further designed to provide compensation for additional training in specialized areas. The CEP is an alternative career path which, as designed, will assist retaining as well as creating highly motivated and multi-skilled firefighters. The net result will be a more effective and diverse Fire & Rescue Operations Department to serve the community and an economic asset to the City of Toledo.

PROGRAM ENTRY:

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

- 1) Worked a minimum of thirty-six (36) months from the date of the appointment to the Fire & Rescue Operations Department.
- 2) Concurrence by the CEP Committee (defined herein).
- 3) All firefighters who wish to be placed within the program

for the current year must submit their respective application to the CEP Committee for review and verification between December 1 and December 31 each year. Points shall be based upon achievement as of December 31.

Movement of a firefighter into one of the CEP point levels shall not be considered as a promotion under the City Charter or Civil Service rules. Specialist designations shall not be included in 2125.02 "Classifications".

It shall be the full responsibility of the member 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.

Documentation for specialty assignments shall include, but not be limited to, the following: Assignment record or supervisory memorandum showing service of three months in the specialty assignment during the calendar year being reviewed. Documentation for Academic accomplishments shall be by diploma or certified transcript.

COMPENSATION:

- 1) Compensation for successful completion of any step contained in this program shall be defined in the Collective Bargaining Agreement and shall be automatic.
- 2) Firefighters will qualify for the program after January 1, 2003.
- 3) Payment shall be based upon the following conversion factor: each point is worth 51% of the TPPA CEP compensation amount divided by the total number of TFRD CEP points. For these purposes, the parties have agreed to the proportion of fifty-one percent (51%) of TPPA CEP payments. Once the total amount for the payments for TPPA members for 2006, 2007 AND 2008 is known, fifty-one percent (51%) of that amount shall be allocated for the TFF Local 92 CEP for those years.
- 4) Payment for each year of eligibility will occur in April 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. Firefighters

who leave the City in good standing during the year, work three (3) months of the year and are eligible for a point total of two (2) or more CEP points shall be eligible, upon application, for a lump sum payment equal to a one (1) point share.

- 5) Each member shall be paid for points earned in the preceding year.
- 6) For the purposes of rates of pay, the financial incentives established in the CEP plan shall not be added to the member base wage rate.
- 7) Points shall be capped at three (3). This includes combined points from education, specialty assignments, and instructors.

APPLICATION CRITERIA:

An applicant should fill out the complete CEP application for consideration for entry into the program.

EDUCATION:

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 a formal education shall be two (2) and shall apply at a time of completion.

Advanced Degree	2.0 pts
Bachelor's Degree	1.5 pts
Fire Science Associate Degree	1.5 pts
EMS Technology Degree	1.5 pts
Associate's Degree	1.0 pts

SPECIALTY ASSIGNMENTS:

Specialty	Assigned
Arson	2.0 pts
Diver	2.0 pts
Diver not assigned	1.0 pts
Assigned First Driver*	2.0 pts

Driver (Rescue, Hvy Squad & Second)*	1.0 pts
HazMat	2.0 pts
HazMat not assigned	1.0 pts
Confined Space	2.0 pts
Confined Space not assigned	1.0 pts
Boat Operator (Captain)	2.0 pts
Boat Operator first mate	1.0 pts
Senior firefighters who have completed 15 continuous years of service with TFRD Prior to Dec. 31 of the year reviewed	1.0 pts
Paramedic with 6 yrs. in program	0.5 pts
CISM (Critical Incident Stress Mgmt.)	1.0 pts

* It is understood and agreed upon that at various times, members other than those designated as drivers may be required to drive Fire Apparatus and will not be considered a specialist. Drivers for these purposes include those members driving engines or trucks or their equivalent. Second driver shall be designated utilizing the same designation procedure employed by first drivers.

** Denotes specialties to be established by Joint Apprenticeship Training Committee.

*** A Senior Firefighter is one who has completed their 15th year of continuous service with the TFRD by December 31ST of the year being reviewed.

INSTRUCTORS:

Specialty	Assigned
Fire Service Instructor (State Certified)	1.0 pts
EMT Instructor (State Certified)	1.0 pts
CPR Instructor (Certified)	1.0 pts

Any change in point allocations must be by mutual agreement.

CEP COMMITTEE:

The Committee shall be composed of six (6) representatives: three (3) from Local #92 and three (3) from the Toledo Fire & Rescue Administration. Any expansion of the Committee shall be by agreement of the parties. The Committee shall serve to review CEP applications 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 matters shall be resolved by the Chief of Toledo Fire & Rescue in conjunction with the current Local #92 President and a third party selected from a previously agreed to panel of three. 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 impact wages, hours, or terms and conditions of employment shall be subject to agreement by the Union.

PART B:

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

Qualifications, if any, for entry into special programs shall be established by the Joint Apprenticeship Training committee. Special programs established in the future shall have qualifications and standards, if any, established prior to implementation.

Any member in a special program agrees to remain in the program for a minimum of five years. Any member in a special program agrees, if assigned, to remain for a minimum of three years in the special unit unless said specialty unit is relocated. In this case, the member would remain on his/her primary unit but would still fall under the five year limitation stated above.

This time frame may be waived because of promotions, medical reasons, or mutual agreement of the member and the Chief.

The Career Enhancement Program is in effect as the city has proceeded with civilianization in the Department of Fire and Rescue Operations.

2125.45 Retirements

Any member who is anticipating retirement should provide written notification to the Chief no later than twelve (12) months in advance of the anticipated date. The intent of such notification is to help the Chief plan for funding and manpower needs of the Department.

2125.46 Resignations

A member whose removal from the service is sought may resign at any time prior to the hearing in front of the Safety Director and his/her work record shall show that he/she resigned of his own accord.

2125.47 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 to outside employment, he/she shall be entitled to any sick benefits which have been accumulated by virtue of his employment by the City.

2125.48 Compensated Time Considered as Time Worked

Holidays, vacations days, sick or injury pay and other time off to which the member is entitled as a matter of right under or by virtue of any Ordinance of the City and this Title of the Code shall be considered as time worked, for purposes of seniority, health and welfare benefits, longevity, and to maintain continuity of employment.

2125.49 Rules and Orders

Written orders shall be issued to provide direction for new Rules, Department Operations, programs, and Procedures. Such Rules and Orders shall be submitted to the Bargaining Unit seven (7) calendar days before they are to take effect. They shall be subject to the grievance procedure provided herein up to the Second Step of such procedure - to the Office of the Safety Director. Decision of the Safety Director relative to Rule or Procedure changes appealed under the provisions of this section

shall not be subject to arbitration. A copy of the Rule Book and all subsequent changes shall be provided to each Firefighter by the City.

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

2125.50 Hours of Work Schedules

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

- (a) Fire Fighting Platoons: The work week for Fire Fighting Platoons shall continue to be the established schedule of twenty four (24) hours on duty followed by forty eight (48) hours off duty for an annual average of forty eight (48) hours per week.
- (b) Fire Prevention, Emergency Medical Service, and Maintenance Bureau: The work day shall be the employee's regular scheduled hours of work with a fixed starting and quitting time, and shall consist of consecutive work hours, except as broken for break periods and the lunch periods. Employees in the Fire Prevention Bureau shall not take an established break for lunch.

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

- (c) Training and Other Bureaus: The work day shall be the employee's regularly scheduled hours of work with a fixed starting and quitting time, and shall consist of consecutive work hours, except as broken for break periods and the lunch periods.
- (d) Dispatch office: the Dispatch Shift Supervisors

(Lieutenants and Captains) shall work a 40-hour week that allows supervising of civilian personnel 24 hours a day, 7 days a week.

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

2125.51 Trade of Time

Unlimited trades will be approved for each member involved in the trade, by their immediate supervisor. The Battalion Chief should be made aware of such trade and all members must be able to perform the duties of the member they trade with.

The Company Officer shall be responsible for the documentation involved in the trades and shall make the Battalion Chief aware at least 1 tour (3 calendar days) in advance of the trade. Any trade with less than 1 tour (3 calendar days) of notice must have the approval of the Battalion Chief.

2125.52 Drills, Inspections and Special ASSIGNMENTS

Daily drills may be scheduled during morning, afternoon or evening sessions, with a limit of no more than two sessions per day. The morning sessions shall be scheduled from 0800 to 1130 UP TO THREE AND ONE-HALF HOUR (3 ½) hours, the afternoon session shall be scheduled from 1300 to 1600 UP TO three (3) hours, and evening sessions shall be scheduled from 1900 to 2100 UP TO two (2) hours. COMPANIES SCHEDULED TO DRILL BETWEEN 0800 & 0900 MUST BE NOTIFIED ON THE TOUR BEFORE THE DRILL.

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

used in lieu of the next scheduled drill. However, special stand-by may be done on Saturdays or Sundays and the excludable days listed above.

Inspections (exclusive of occupancy checks) will be scheduled on Thursdays (exclusive of holidays) when weather conditions are within the guidelines noted below. Occupancy checks may be made on any day through out the year.

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

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

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

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

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

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

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

2125.53 Roll Call

Promptly at 0700 hours each morning, a formal roll call shall be held. The roll shall be called by the officer of the on-coming platoon. The uniform shall be the Class "B" fatigues.

(A) Early relief shall be permitted one-half hour before roll call.

1. Early relief shall be on a position for position basis, e.g., officer to be relieved by an officer, driver by driver, etc., so as not to jeopardize the effectiveness of the company.
2. Relief in each Company shall be administered by the On-Duty Officer. The relieving employee shall report to the Officer-in-Charge in uniform to be inspected for personal and physical fitness for duty. The Officer shall be responsible for recording of individual reliefs in the Company Journal at the time he /she finds the relieving employee is ready for duty.
3. No overtime payments shall accrue by reason of early relief. The employee relieving and the employee being relieved understand that early relief is voluntary, at their own request, and for the mutual benefit of the employees only.

(B) VOLUNTARY HOLD OVER

1. VOLUNTARY HOLDOVER SHALL BE ON A POSITION FOR POSITION BASIS, E.G., OFFICER TO BE RELIEVED BY AN OFFICER, DIVER FOR DIVER ETC., SO AS NOT TO JEOPARDIZE THE EFFECTIVENESS OF THE COMPANY.
2. VOLUNTARY HOLDOVER SHALL BE PERMITTED FOR UP TO ONE-HALF HOUR AFTER ROLL CALL. HOLDOVER DURATION MAY BE EXTENDED DUE TO EMERGENCY RESPONSE DUTIES.
3. NO OVERTIME PAYMENTS SHALL ACCRUE BY REASON OF VOLUNTARY HOLDOVER. THE EMPLOYEE HOLDING OVER AND THE EMPLOYEE ASKING FOR THE HOLDOVER UNDERSTAND THAT HOLDING OVER IS VOLUNTARY, AT THEIR OWN REQUEST, AND FOR THE MUTUAL BENEFIT OF THE EMPLOYEES ONLY. VOLUNTARY HOLDOVER IS NOT INTENDED NOR TO BE USED TO AVOID RECALL AND OVERTIME.
4. THE MEMBER REQUESTING VOLUNTARY HOLDOVER SHALL MAKE THE REQUEST PRIOR TO 0700 HRS. THE COMPANY OFFICER SHALL BE NOTIFIED, WHO THEN SHALL NOTIFY THE BATTALION CHIEF. MEMBERS MAY REQUEST VOLUNTARY HOLDOVER UP TO FIVE (5) TIMES PER YEAR.

2125.54 Transfers

The Chief shall have all vacant bids, posted at least three (3) times per year (January, April and August), one (1) round each time for all vacant bid positions within the department. ALL VACANT BIDS CREATED BETWEEN SEPTEMBER 1 AND DECEMBER 31 SHALL BE POSTED WITHIN 14 DAYS OF JANUARY 1 OF THE FOLLOWING YEAR. VACANT

BID POSITIONS ARE DEFINED AS POSITIONS, NOT CURRENTLY HELD BY BID. These notices will be posted for seven (7) days (excluding weekends and holidays) in all stations and bureaus. Special bids shall be in addition to the above. All newly created positions shall be put up for bid before being filled. Special qualifications, if any, shall be listed on the notice.

A. Line transfers will be by CLASSIFICATION seniority only. Line transfers are transfers involving those positions that are counted in 103 minimum manning language in 2125.58 or their equivalent.

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

C. Staff transfers will be filled by the Chief of the Department with consideration of previous education, experience, discipline and seniority. Staff transfers are transfers involving only those positions not counted in 103 minimum manning.

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

E. Once a member receives a bid he/she shall retain that bid until such time as he/she voluntarily bids to another position. Additionally, to prevent blocking a spot, once a member receives a bid, in the next round of bids they will not be awarded a bid back to their previous position, unless no other member has bid for that spot. At the mutual consent of the member and the Chief of the Department and for the good order of the Department, said member may be placed into a relief pool until he/she has the opportunity to bid into a vacant position.

F. When a rig is relocated (excluding specialty units), the members assigned to that rig will remain with the rig or have the option of being placed into a relief position. ALL EXISTING NON-PARAMEDIC BIDS MAY BECOME STATION BIDS IF THE MEMBER CHOOSES. THE MEMBER MUST SUBMIT A COMMUNICATION.

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

H. WHEN A member IS awarded a bid THE member's vacation AND KELLY DAY will be moved with them if they are on the same shift. When the member changes shift, the administration will attempt to move the two week vacation period to the same period of time off the member had previously chosen on the other shift.

I. The relief pool shall be composed of all employees who have not been awarded a bid excluding probationary firefighters in their 1st and 2nd rotation. New paramedics hired after 12-1-02 will not be used in the relief pool WITH THE EXCEPTION OF LIFE SQUAD RELIEF for a period of 12 months after PARAMEDIC certification.

J. Temporary line assignment positions ARE POSITIONS THAT WERE PUT UP FOR BID & LEFT VACANT. THEY shall be filled with relief pool personnel. Temporary assignments shall be offered in order of seniority among relief pool personnel on that shift. If the member does not accept the temporary assignment transfer then they shall remain in the relief pool. If temporary assignments are not accepted by relief pool members then reverse seniority of that relief pool on that shift shall be used to fill the temporary assignments.

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

L. THE NUMBERS OF RELIEF POOL POSITIONS ARE DETERMINED BY THE FIRE ADMINISTRATION. WHEN IT BECOMES NECESSARY TO BALANCE SHIFTS, IT SHALL BE FILLED FIRST BY A MEMBER WITHIN THE CLASSIFICATION WHO HAS SUBMITTED A COMMUNICATION REQUESTING THE RELIEF POOL WITH SHIFT PREFERENCE. IF NO REQUESTS ARE ON FILE, TRANSFERS FOR THE PURPOSE OF EQUALING OUT THE SHIFT STAFFING WILL BE DONE BY REVERSE SENIORITY, STARTING WITH PERSONNEL WITHOUT BIDS, ON THE SHIFT IN WHICH THE TRANSFER IS TO ORIGINATE.

M. An employee receiving twenty-four (24) hours or more suspension in a twelve (12) month period shall forfeit his/her rights to the procedures listed above for a twelve (12) month period, COMMENCING AT THE DATE OF THE SAFETY DIRECTORS FINDING.

2125.55 Relieving Duties

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

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

Normal non-officer relieving will be done on a rotating basis by everyone eligible for relieving duties. Personnel with a bid or who have been assigned a temporary assignment shall only relieve when the relief pool has been exhausted at that station. (refer to 2125.54 k.) This procedure can be changed if someone “volunteers” to relieve out of turn. Officer relieving will be scheduled through the battalion chief as it has in the past.

2125.56 Housecleaning

Annual wall and ceiling washing by Firefighters shall be limited to areas occupied by firefighting companies on a yearly basis. All other activities, other than emergency work shall be cancelled. Cleaning will be handled under section 2125.52. Basements and attics are not considered occupied areas. Equipment for cleaning will be supplied by the City of Toledo.

Only stations that have accepted, working, and properly installed Automatic Diesel Exhaust Emissions Ventilation Systems will clean more than the kitchens.

2125.57 Schedule of Hours for Permit Issuance

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

2125.58 Minimum Manning Requirements

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

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

When two piece engine companies are utilized, the minimum manning shall be five (5).

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

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

Minimum manning for Heavy Squad units shall be established at three (3). The above mentioned figures will include employees who are temporarily assigned other duties, such as, but not limited to, training, inspection, public relations, community relations, fire prevention, and recruiting.

The minimum daily line strength shall be one hundred and three (103) members.

Employees will not normally be recalled to duty when any other company is over minimum. In such situations relief assignments from one company to another will be made when possible.

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

The above does not preclude consideration by the Department of Fire & Rescue Operations Administration for increases or reductions in the number of companies, or to changes in the types of companies utilized. Therefore, the total number required may vary from time to time according to the number of types of companies in service.

2125.59 Reporting and Charging of Sick Time

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

2125.60 Overtime Defined

All work in excess of the regularly scheduled tours of duty or the regularly scheduled work day of the employee shall be overtime and shall be compensated at the rate of time and a half (1 1/2) of the employee's regular rate.

2125.61 Overtime Guaranteed

Members who work overtime contiguous to their tour will be paid for the actual time worked. (refer to 2125.62.)

Members who are recalled for an emergency or to meet 103 shall be paid at the overtime rate of one and one half (1 1/2) for actual time worked but not less than four hours pay at the overtime rate.

An employee who reports when requested for a non-emergency activity outside their normal tour of duty will be paid at the over time rate for actual time worked. Guaranteed two (2) hour minimum.

Responding apparatus shall not be staffed by more personnel than are assigned for one platoon. The Company Officer and Crew who are on duty will respond to this type of alarm.

2125.62 Thirty Minutes Guarantee

Thirty (30) minutes overtime shall be paid under the following conditions.

1. When members are working at the scene of an emergency and are relieved at the scene by the oncoming platoon, the off-going platoon members shall be paid for an additional thirty (30) minutes from the time they return to their station.

2. When returning to the station at or near the platoon changing time, thirty (30) minutes clean-up time shall be allowed starting at their arrival time at the station. That portion of clean-up time after 7:00 AM may be on overtime.

3. Members of the off-going platoon who respond with the apparatus, but no actual work is required, shall be paid only for the time actually on duty after 7:00 AM.

2125.63 Subpoenaed as a Witness

Whenever any employee of this Department has been subpoenaed as a witness by a court of competent jurisdiction in connection with a matter arising out of the course of his/her employment with the Department and is required to respond to such subpoena on a scheduled day off, said employee shall be guaranteed two (2) hours for reporting and after two (2) hours he/she shall be paid to the next highest one-tenth (1/10) per hour that he/she was required to be in attendance at the hearing at the rate of time and a half (1-1/2).

2125.64 Distribution

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

If a member leaves work and manning falls below one hundred and three (103), a fire fighter of equal rank will be recalled to fill that position.

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

A record will be kept of both hours worked and refused. Recruits shall be assigned an average number of overtime hours when they become eligible for overtime after one year.

Overtime hours will return to zero at the end of this agreement.

2125.65 Holiday Overtime

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

2125.66 Compensatory Time

An employee who has worked overtime shall be allowed to receive compensatory time off at the overtime rate in lieu of pay if he/she so elects. Upon reasonable request by the employee, days off, accumulated due to overtime, shall be granted. Whenever possible, the request shall be made at least two (2) tours prior to the requested days off unless an unforeseen emergency makes it impossible for the employee to give such notice.

Compensatory time off shall be granted to members of the fire fighting platoons whenever the forecasted manpower strength

for the day and shift requested is at least two (2) members above the minimum manpower established for the entire City.

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

2125.67 Accumulation of Sick Days

FOR EMPLOYEES HIRED BEFORE 1/1/91.

Regular employees of the City shall be credited with sick days in accordance with the following formula 1/1/88: One and one quarter (1 1/4) days shall be credited for each month of service, not to exceed fifteen (15) days per calendar year; such days shall continue to accumulate at such rate without any maximum limitation. An employee granted a Leave of Absence for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.

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 was 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 - $.916 \times$ the number of months worked
- Entitled to 3 weeks - $1.333 \times$ the number of months worked

Entitled to 4 weeks - $1.750 \times$ the number of months worked

Entitled to 5 weeks - $2.166 \times$ the number of months worked

Entitled to 6 weeks - $2.583 \times$ the number of months worked

(b) In addition to the above, the employee shall be paid for any holidays worked for which they have 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 he/she terminates on or before June 30, they shall receive pay for one (1) discretionary holiday. If the employee terminates after June 30, they shall receive pay for two (2) discretionary holidays.

(c) An employee shall also be paid longevity computed on a prorated basis for those number of months worked that year.

(d) In addition to the amount set forth in (a), (b), and (c) above employees who retire or die while in the employment of the City or who separate in good standing from employment after twenty-five (25) years of service shall also receive severance pay for unused sick time accumulated to the time of termination at the rate of one-half (1/2) for all such accumulated sick time up to two hundred (200) days and full pay for accumulated sick time in excess of two hundred (200) days.

In the event the employee died as a direct result of injuries sustained in the course of their employment with the City or is totally and permanently disabled as a result of injury received while responding to or working at the scene of an emergency call or engaged in fighting a fire or returning from the scene of a fire or emergency, the employee shall receive payment for full accumulation of sick pay at the time of death or retirement.

FOR EMPLOYEES HIRED AFTER 1/1/91

Employees hired on or before January 1, 1991 shall elect between maintaining their current sick leave accrual and severance pay plan and the sick leave conversion plan set forth in part (B) below. This election shall occur on a one-time basis only.

Employees hired on or after the aforementioned day shall be covered exclusively by the sick leave conversion plan in part (B).

(A) Employees who elect to maintain their current sick leave accrual and severance pay plan shall be credited with sick days in accordance with the following formula: 1/1/88 one and one quarter (1 1/4) days shall be credited for each month of service, not to exceed fifteen (15) days per calendar year. Such days shall continue to accumulate at such rate without any maximum limitation. Provided the conditions of section 2125.92, *Termination and Severance Pay*, have been met, unused sick leave accumulated to the time of termination shall be paid at the rate of one-half (1/2) for all such accumulated sick time up to two hundred (200) days and full pay for accumulated sick time in excess of two hundred (200) days.

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

(B) (1) Firefighters hired on or before aforementioned day who elect the sick leave conversion plan set forth herein will bank accumulated sick leave through the above mentioned date. This banked sick leave accumulation will be used as the need for sick pay arises or may be converted to cash under the terms set forth in part (B) (3). Provided the conditions of section 2125.92, *Termination and Severance Pay*, have been met, unused sick leave from that banked effective on the above date will be paid as follows at the Firefighter's regular rate as of the above mentioned date: one-half (1/2) for all banked sick time up to two (200) days and full pay for accumulated sick time in excess of two hundred (200) days.

(2) On and after January 1, 1991 employees covered by this plan shall be credited with sick days in accordance with the following formula: seven (7) hours shall be credited for each month of service, not to exceed eighty-four (84) hours per calendar year. Such hours shall continue to accumulate at such rate without any maximum limitation.

(3) Sick leave hours not used by the end of the year can either be turned in for conversion for a percentage of salary as indicated below or carried over until retirement or separation. The maximum of sick hours allowed for year-end conversion will be forty (40); employees using no sick leave in the preceding year shall be entitled to a conversion to pay at seventy five percent (75%). Employees using twenty eight (28) hours or fewer of sick leave in the preceding calendar year shall be entitled to a conversion to pay at fifty percent (50%). Employees using more than twenty-eight (28) but fifty (50) or fewer hours shall be entitled to a conversion at twenty-five percent (25%). Employees with fewer than four hundred twenty (420) hours of accrued sick time or who have used more than fifty (50) hours in the preceding calendar year shall not be eligible for this conversion privilege. The employee's accrued sick leave shall be reduced by number of hours converted to cash.

(4) Provided the conditions of section 2125.92, *Termination and Severance Pay*, have been met, remaining sick leave accrued after effective date of this section 2125.68 will be paid as follows at the Firefighter's regular rate at the time of termination: thirty- three percent (33%) of salary for the first three hundred and twenty (320) hours and fifty percent (50%) of the remaining accrued sick time.

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

(C) Sick time transferred from other political subdivisions of the State of Ohio will be accepted in full, but shall not be applicable toward the year-end conversion provided in part (B) (3). If transferred sick time is held to retirement or resignation, it may be counted together with sick time accrued after December 31, 1990 from the City of Toledo toward the remaining sick time and then would be paid under the 33%/50% formula above.

(D) Any employee granted a leave of absence without pay for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.

2125.68 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/her employment, or illness in the employee's immediate family that necessitates his/her absence from work or would result in serious hardship to his/her family. Attendance to the immediate family member at a hospital while undergoing serious medical attention shall be included under this provision.

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

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, child, or domestic partner. "Domestic" is one who meets the criteria set forth in the parties' memorandum of understanding in that regard. A "domestic partner" relationship must have been pre-certified by the department of human resources before sick pay usage may occur. The family illness provision shall be for a limited period of time (not to exceed three (3) days) to enable the employee to secure other arrangements for the care of the member of his/her immediate family.

2125.69 Reporting; Proof of Illness

The employee, while absent on sick pay, must notify the Department of Fire & Rescue Operations under agreed practices. When claiming sick days an employee must remain at home caring for his/her illness unless he/she is away receiving medical attention such as a hospital, at a doctor's office or at a pharmacy, and be able to document the absence from home. An employee

who is recuperating from surgery or some other major medical condition who is advised by their physician that a change of location would hasten his/her recovery, he/she may do so with the approval of the Department of Human Resources. The employee then shall be allowed, under these conditions, to continue to receive sick benefits.

BETWEEN SEPTEMBER 1 AND AUGUST 31 OF THE FOLLOWING YEAR, when an employee takes six (6) eight (8) hour days, four (4) tours of duty, or repeatedly takes one (1) eight (8) hour day at a time then the employee may be ADDED TO THE "SICK LIST". WHILE AN EMPLOYEE IS ON THE SICK LIST THE EMPLOYEE IS REQUIRED to document all further use of sick days taken by furnishing a statement of attending physician setting forth the employee's physical condition that necessitates such absence. The time used by employees who are off on sick leave, which is approved by a physician shall be excluded from the sick LIST. EMPLOYEES, ISSUED A "SICK LIST" NOTIFICATION LETTER MAY SUBMIT A WRITTEN REQUEST TO THE CHIEF FOR REASONS THEY HAVE BEEN PLACED UNDER THESE RESTRICTIONS.

ONCE AN EMPLOYEE HAS USED 36 HOURS OF UNDOCUMENTED SICK HOURS IN THE CURRENT SICK YEAR (SEPTEMBER 1 AND AUGUST 31), THE MEMBER MAY BE SUBJECT TO TWO (2) HOME VISITS BY THE CHIEF OF THE DEPARTMENT OR HIS DESIGNEE. THE DESIGNEE SHALL BE A MEMBER OF THE CITY OF TOLEDO DEPARTMENT OF FIRE AND RESCUE OPERATIONS. THESE VISITS SHALL BE CONDUCTED BETWEEN 0700 AND 1900 HOURS ON THE DATE THE EMPLOYEE IS OFF DUE TO ILLNESS.

When the use of sick days extends beyond two (2) tours of duty or the equivalent of six (6) eight (8) hour days, the EMPLOYEE SHALL FURNISH THE CITY WITH A STATEMENT OF ATTENDING PHYSICIAN SUBSTANTIATING THE FACTS CONCERNING THE EMPLOYEE'S CONDITION. THE DOCUMENTATION SHALL BE SUBMITTED EITHER AT THE beginning of the

next tour of duty or thereafter when the employee returns to work.

In order to be removed from the “sick LIST”, THE EMPLOYEE MUST HAVE USED NO MORE THAN 49 HOURS OF SICK TIME over a minimum of twelve (12) months based on the guidelines defined above. Those employees who must submit documentation for their absences due to the restrictions of the sick time letter shall have the submission of that documentation entered in the house journal prior to forwarding it to the fire administration.

When a firefighter ON THE “SICK LIST” is absent from duty as a result of claimed illness, AND there is information which indicates that the claimed illness is not legitimate, then his/her usage of sick time may be investigated by an authorized City representative during the employee’s normal hours of work, provided, however, that any visit to the home shall be conducted prior to seven (7:00) p.m.

Any employee found guilty of abusing the sick pay benefits provision hereto set forth or whose reasons for absence are falsified shall be subject to appropriate disciplinary action.

2125.70 Sick Pay Extension

In event of the extended illness of an employee and after having exhausted all accumulated sick days, bonus days and vacation days, then a request may be made to the Director of Human Resources for extended sick pay benefits. The employee’s prior work record with regard to his/her usage of sick days and his/her seniority will be taken into account in determining the eligibility of the employee for such extension. In the event a sick and accident insurance benefit mutually agreeable is secured, then this benefit shall be discontinued.

2125.71 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 ninety (90) calendar days, and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.
- (2) Employees sustaining a work related emergency/trauma injury (i.e., life threatening, severe body injury) may be treated at any medical treatment facility to which emergency medical personnel transport them. The employee will subsequently be examined by the program physician. The designated program physician will determine if the employee is capable of returning to regular duties or if a transitional work assignment is appropriate and the necessary rehabilitation plan to be followed; this opinion will include the duration of any transitional work assignment, not to exceed ninety (90) calendar days, and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.
- (3) An employee may, after the initial evaluation by the program physician, elect to continue treatment with their personal physician provided the

program physician's recommendations are followed. The employee will sign any necessary waivers to allow their personal physician(s) to release information to the program physician. The employee's personal physician will be the physician of record for Worker's Compensation purposes.

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

Should such disability exceed sixty (60) calendar days, the Director of Human Resources, on application therefor and proof of continued disability, may extend the period during which such person is carried on the regular payroll. The length of such extended period or periods shall not exceed two (2) years.

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

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

(D) If the opinion of the employee's treating physician conflicts with that of the program physician and such opinion is presented to the City in seven (7) calendar days of the program physician's evaluation, and if the physicians cannot agree after consultation, the employee will be referred for a third opinion. The Cost Containment Committee referenced below will establish a panel of occupational health specialists for third opinions. The third

opinion shall be determinative of the employee's injury pay status under the contract and shall not be subject to further appeal or review. If the third opinion is consistent with the program physician's plan and the employee fails to abide by the rehabilitation plan, or if the employee enters and later drops out of the plan, then the City can recoup injury pay advanced from the employee's sick time accumulation. If the employee does not have a sufficient sick time balance, the City shall recoup the injury pay by reducing future sick leave earnings by one-half until the injury pay is fully recouped.

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

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

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

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

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

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

2125.72 Bonus Days

A regular full time employee of the City shall be given bonus days provided the employee has earned sick pay benefits in the previous year, in accordance with the Bonus Day Table set forth.

BONUS DAY - CANCELLATION TABLE

MONTHS WORKED	SICK DAYS TAKEN												
	0	1	2	3	4	5	6	7	8	9	10	11	12
12	6	6	6	6	5½	5	4½	4	3	2	1	½	0
11	5½	5½	5½	5	4½	4	3½	2½	1½	½	0		
10	5	5	5	4½	4	3½	3	2	1	0			
9	4½	4½	4½	4	3½	3	2½	1½	½	0			
8	4	4	4	3½	3	2½	2	1	0				
7	3½	3½	3½	3	2½	2	1½	½	0				
6	3	3	3	2½	2	1½	1	0					
5	2½	2½	2	1½	1	½	0						
4	2	2	1½	1	½	0							
3	1½	1	½	0									
2	1	½	0										
1	½	0											

All employees shall have the option of selling one (1) Bonus Day with their seven (7) paid holidays and be paid ten (10) hours of pay for that one (1) Bonus Day. The hours shall be payable at the rate of pay the employee earns for his/her vacation period.

2125.73 Maternity Leave

(a) A female employee will be eligible for maternity leave for that period of time that she is physically incapable of performing her regular work related duties. Such leave shall be provided in accordance with the policy and procedure mutually established and agreed upon by the City and the Union.

(b) In the event of extended disability resulting from pregnancy or childbirth, the Firefighter shall be entitled to use 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 her usage of sick days and her seniority will be taken into account in determining eligibility for such extension. In the event the requested extension is denied, then the employee may be placed on leave of absence as provided in section 2125.34.

(c) The female Firefighter shall be entitled to sick pay for maternity to the extent of the total accumulated days to the credit of the employee. In the event the Firefighter does not elect pay under this section, or if the employee has used all the sick pay to which she is entitled, the Firefighter shall be placed on Maternity Leave. The first ten (10) sick days when used in accordance with this section shall have no effect on Bonus Days as provided in Section 2125.72.

(d) An employee shall at the option of the employee be entitled to sick pay for maternity. The employee shall be entitled to take up to ten (10) eight hour days, or four (4) tours, for the purpose of parturient requirements. The ten (10) sick days or four tours when in accordance with this section shall have no effect on Bonus Days as provided in Section 2125.72.

2125.74 Death Benefit

Effective January 1, 1991, a death benefit in the amount of twenty-five thousand dollars (\$25,000) 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 for the term of the Agreement.

2125.75 Health and Welfare Trust Fund

(A) Effective JANUARY 1, 2006, the City's monthly contribution to the Toledo Firefighters Local 92 Trust Fund shall be SEVEN HUNDRED EIGHTY TWO DOLLARS FOURTY SIX CENTS (\$782.46) per employee PER MONTH covered by this agreement.

(B) Beginning in January 1, 2006, the per employee per month (pepm) contribution shall be the same as the city's 2005 annual average, as determined in paragraph (c) below, for all employees covered in the city of Toledo, Ohio employee health benefit plan document and monthly administrative costs that are incurred maintaining health care for members of the city as a whole, as set forth in paragraph (c) of this section. The city's 2005 annual average shall include payments to the Teamsters Union Local 20 Health and Welfare Plan and Trust for city of Toledo employees in the Teamsters' Local 20 bargaining unit.

(C) The computation shall be made in the following manner: city costs paid during the prior city calendar fiscal year shall be added together and divided by the average number of "employee months" for that year.

"City costs paid" shall be actual costs paid by the city for all those covered under the city of Toledo, Ohio employee health benefit plan, both exempt and non-exempt, as reflected by disbursement records maintained by the finance department for the following:

- PRESCRIPTIVE DRUG PLAN PAID CLAIMS (TOTAL SCRIPT)
- PRESCRIPTIVE DRUG PLAN CREDITS
- THIRD PARTY ADMINISTRATOR (TPA) CLAIMS PAID (MEDICAL AND DENTAL) (CURRENTLY E-V BENEFITS)

- TPA CREDITS (MEDICAL AND DENTAL)
- VISION CARE PAYMENTS FOR EXEMPT (CURRENTLY VSP)
- COBRA CREDITS
- AFSCME HEALTH & WELFARE PLAN PAYMENTS
- POLICE VISION CARE PAYMENTS
- STOP LOSS PREMIUMS (PAID TO E-V BENEFITS WITH ADMINISTRATIVE FEE) (CURRENTLY LINCOLN)
- STOP LOSS CREDITS
- PRESCRIPTIVE DRUG PLAN FEES (INCLUDED IN PLAN PAID CLAIMS) [TOTAL SCRIPT]
- PRESCRIPTIVE DRUG PLAN FEES [TOTAL SCRIPT]
- TPA ADMINISTRATIVE FEES (MEDICAL AND DENTAL, EXCLUSIVE OF ON-SITE REPRESENTATIVE) (E-V BENEFITS)
- PREFERRED PROVIDER ORGANIZATION FEES (WLEC)
- TEAMSTERS UNION LOCAL 20 HEALTH AND WELFARE PLAN AND TRUST
- OVERHEAD/MISCELLANEOUS COSTS (AT A FIXED RATE OF \$6.00 FOR 2006, \$6.50 FOR 2007, AND \$7.00 FOR 2008.)

It is recognized that providers for city plan services may change from time to time. Where a change occurs, the payments made to both providers of a given service shall be included in the city cost calculation for that year.

“Employee months” shall be as reported by the third party administrator for medical coverage plus the employee months reported on Teamsters billings. It is recognized that city employees in the Teamsters’ Local 20 bargaining unit are currently covered by the Teamsters Union Local 20 Health and Welfare Plan and Trust for healthcare purposes. Payments by the city to the Teamsters’ Trust shall be included in the

calculation of the “city costs”. If the Teamsters join the city plan, then payments to the Teamsters’ Trust made during the year that occurs shall be included in the calculation of the “city costs” for that year. The employee months reported on Teamsters’ billings shall also be included. Thereafter, the Teamsters’ costs and employee months shall be included under the city plan.

(D) The amount computed pursuant to paragraph (C) shall then serve as the PEPM to be paid to the trust fund for the next twelve month period.

In the event the 2006 PEPM “all city” cost paid to the fund is lower than the actual “all city” PEPM cost, to be computed by 2/28/07 in accordance with paragraph (c) above, the city shall pay a lump sum amount to the fund by 3/15/07. The lump sum amount shall be the difference between the 2006 PEPM paid to the fund and the actual “all city” cost. The lump sum payment is intended to catch the fund up with the total dollar amount it would have received had the actual PEPM “all city” cost numbers been available in 2006. Interest, as determined by Star Ohio Bank on the month the actual PEPM amount should have been paid, shall be added to the lump sum catch up amount. The lump sum plus interest payment shall be retroactive to 1/1/06. If there is an overpayment to the fund in 2006, the fund shall not be required to pay back the overpayment.

At the end of each year thereafter the payment shall be adjusted based upon the city’s experience, as computed above, for the preceding calendar fiscal year. The foregoing formula shall be used to address any underpayment or overpayment to the fund in 2007 and 2008. If the new rate is greater than the prior 12 month rate, then a lump sum payment of the difference shall be made to the fund. The repayment shall be retroactive to January 1, 2007 or January 1, 2008. If the new rate is less than the prior 12 month rate, then the overpayment shall be deducted on a proportional basis from the next three months’ payments to the fund. If there is an overpayment for the year 2007, no deduction from payments to the fund shall occur until commencing in October, 2008 and only after the grievance

procedure process below has been exhausted. In the event that the fund is overpaid as defined above there will be no unilateral change for the city's contribution rate until the grievance procedure below has been exhausted.

(E) Local 92 and Firefighters' Health and Welfare Trust Fund will be allowed complete access to any and all material used in computing the average monthly cost. If there is disagreement as to the amount, the grievance procedure will be used to reach a solution using expedited arbitration. A panel of 3 arbitrators selected by the parties, and identified by side letter, shall alternate in serving as the arbitrator. A hearing shall be conducted within 30 days of the union notifying the city that there is a dispute over the calculation. Briefs shall be submitted within 3 weeks of the hearing. The decision shall be due within 3 weeks thereafter. There will be no unilateral change for the city's contribution rate. On a quarterly basis, within thirty (30) days of the end of the quarter, the city shall within ten (10) days of receipt provide to the fund payment information for all items listed in paragraph (c) and access to copies of E-V Benefits city cost reports.

(F) The City shall make the monthly Trust Fund payment on the first day of banking each month. Failure to make payment within seven (7) days of the due date will cause the City to forfeit the administrative fee exclusion specified in paragraph (D) for that month. Failure to make payment within fifteen (15) days of the due date will result in a ten percent (10%) interest charge on the payment due.

(G) The City's contributions to the Trust Fund shall be limited to the amounts set forth herein as determined through the calculations set forth herein; said amounts may be used by the Fund to purchase whatever health care benefits they will buy.

(H) Effective January 1, 1991, the Trust Fund Administrator shall be released on a full-time basis.

(I) In the event that at any time while this agreement is in effect, the Toledo Firefighters Health and Welfare Trust Fund ceases operations, the city must, beginning on the first day of the month following such cessation, and through the duration of this agreement, provide all Toledo firefighters with health care benefits

as then provided under the city plan for members of the Toledo Police Patrolman's Association. The Fund shall provide notice to the city of such cessation sixty (60) days in advance of when assumption of health care coverage is to occur.

2125.76 The Police and Fireman'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 unit members may be deferred.

(C) In addition to and apart from the "designated pick-up" plan above, the City shall pick-up and pay the one percent (1%) increase in employee contributions to the Fund, which became effective in 1986 pursuant to H.B. 721, as of the date said contributions become due. Effective March 30, 2000, said payment shall be considered as being made in lieu of the employee paying same. It is intended that this payment, and those specified in paragraphs (D) through (M) below, qualify as non-taxable pick-ups in accordance with Internal Revenue Code §414 (H)(2).

(D) Effective January 1, 1997, the City will pick-up and pay one half percent (0.5%) of each individual employee's 9.0% pension contribution (employee payment reduced from 9.0% to 8.5%) in lieu of the employee paying the same.

(E) Effective January 1, 1998, the City will pick-up and pay an additional one percent (1.0%) of each individual employee's 8.5% pension contribution (employee payment reduced from 8.5% to 7.5%) in lieu of the employee paying the same.

(F) Effective January 1, 1999, the City will pick-up and pay an additional one and one-half percent (1.5%) of each individual employee's 7.5% pension contribution (employee payment reduced from 7.5% to 6.0%) in lieu of the employee paying the same.

(G) Effective the first full pay period in January of 2000 the City will pick-up and pay an additional one-half percent (0.5%) of each individual employee's pension contribution (employee payment reduced from 6.0% to 5.5%) in lieu of the employee paying the same.

(H) Effective the first full pay period in January of 2001, the City will pick-up and pay an additional one-quarter percent (0.25%) of each individual employee's pension contribution (employee payment reduced from 5.5% to 5.25%) in lieu of the employee paying the same.

(I) Effective the first full pay period in January of 2002, the City will pick-up and pay an additional one-quarter percent (0.25%) of each individual employee's pension contribution (employee payment reduced from 5.25% to 5.0%) in lieu of the employee paying the same.

(J) Effective the first full pay period of July 2004, the city will pay an additional one half percent (1/2%) of each individual employee's pension contribution (employee payment reduced from 5% to 4.5%) in lieu of the employee paying the same.

(K) Effective the first full pay period of July 2005, the city will pay an additional three quarter percent (3/4%) of each individual employee's pension contribution (employee payment reduced from 4.5% to 3.75%) in lieu of the employee paying the same.

(L) EFFECTIVE THE FIRST FULL PAY PERIOD OF JANUARY 2007, THE CITY WILL PAY AN ADDITIONAL ONE AND TWO AND ONE QUARTER PERCENT (2.25%) OF EACH INDIVIDUAL EMPLOYEE'S PENSION CONTRIBUTION (EMPLOYEE PAYMENT REDUCED FROM 3.75% TO 1.5%) IN LIEU OF THE EMPLOYEE PAYING THE SAME.

(M) EFFECTIVE THE FIRST FULL PAY PERIOD OF JANUARY 2008, THE CITY WILL PAY AN ADDITIONAL ONE AND ONE HALF PERCENT (1.5%) OF EACH INDIVIDUAL EMPLOYEE'S PENSION CONTRIBUTION (EMPLOYEE PAYMENT REDUCED FROM 1.5% TO 0%) IN LIEU OF THE EMPLOYEE PAYING THE SAME.

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

2125.77 Safety Equipment

The City will provide an employee purchase plan whereby employees will be able to purchase safety shoes and safety glasses, including prescriptive lenses, through a City program. The purchase program shall make these items available to the employee with sixty (60%) percent of the cost of the item being paid by the City and with the remaining forty (40%) percent to be paid by the employee. A payroll deduction system will be established whereby the employee can authorize payment for items purchased under this program through the means of an automatic deduction from the employee's paycheck.

2125.78 Vacations/Kelly Days

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

AMOUNT OF SERVICE DURING PREVIOUS YEAR THROUGH DECEMBER 31	VACATION
Less than 1 full calendar year916 days for each full month 40 hr. equivalency
After 1 full calendar year of service	5 tours of duty - or 2 weeks
After 7 full calendar years of service	7 tours of duty - or 3 weeks
After 14 full calendar years of service	9 tours of duty - or 4 weeks
After 21 full calendar years of service	11 tours of duty - or 5 weeks
After 24 full calendar years of service	13 tours of duty - or 6 weeks

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.

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

An employee should take vacation in the calendar year following the year in which it was earned. In the event an employee is not allowed to schedule their vacation in the calendar year in which it should have been taken, they may request that such unused vacation be carried over to the following year. Such request must be submitted to the 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. Employees shall be allowed to schedule and take vacations and Kelly Days provided herein in accordance with existing Departmental procedures agreed upon between the City and the Union.

Permanent Kelly Days will be chosen by using departmental seniority, utilizing the following guidelines:

1. Kelly Days will be chosen within each classification (Captains, Lieutenants, Privates, Paramedics, etc.) on each shift.
2. All effort will be made to assure that there will be no more than TWO(2) person at each station within each classification with the same Kelly Day.
3. KELLY DAY SHALL REMAIN WITH THE EMPLOYEE UNLESS THE EMPLOYEE TRANSFERS TO A DIFFERENT SHIFT.
4. Any forced doubling up of Kelly Days at the bottom of the seniority list will be corrected by using reverse seniority.
5. Probationary employees are subject to having their days altered as needed due to rotation.

Vacations will be chosen by using departmental seniority, utilizing the following guidelines:

1. Vacation days will be chosen within each classification on each shift.
2. Each member must choose a four (4) tour vacation block following a Kelly Day in order to establish a two (2) week (5 tour) vacation period.
3. The chosen vacation period must fall within the scheduled calendar year. (Example: a member having December 28th as a Kelly Day could not add a 4 tour block to December 28th as there would cause the vacation period to carryover to January 9th of the following year.)
4. If a member fails to submit a Kelly Day and/or vacation request(s) for the current year, that member's request for the previous year will be consulted as to preference.

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

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

2125.79 Paid Holidays

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

Each employee shall have the option of fourteen (14) days off scheduled during the year or of having seven (7) days off and receiving pay for seven (7) of the fourteen (14) holidays. In the event the employee elects to take the days off, then they are to be scheduled in a way as not to impair the operation of the Department. If the employee has elected to work the seven (7) extra days in lieu of taking days off, then he/she shall be compensated at his/her regular straight time rate for having worked on those days and shall be paid a bonus for having worked on the seven (7) extra days. The employee who elects to take the bonus payment in lieu of the extra scheduled days off shall receive seventy (70) hours of bonus pay to be distributed to him/her. The hours shall be payable at the rate of pay the employee earns for his/her vacation period.

EFFECTIVE JANUARY 1, 1988

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

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

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

2125.80 Funeral Pay

A regular full time employee shall be granted three (3) days funeral pay to arrange for and/or attend a funeral of a member of his/her immediate family. For the purpose of this section an employee's immediate family shall include father, mother, brother, sister, spouse, child, stepchildren, mother-in-law, father-in-law,

daughter-in-law, son-in-law, stepmother, stepfather, domestic partner, grandmother, grandfather, grandchild or any other relative residing in the household of the employee. "Domestic partner" is one who meets the criteria set forth in the parties' memorandum of understanding in that regard. A "domestic partner" relationship must have been pre-certified by the department of human resources before sick pay usage may occur.

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

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

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

2125.81 Jury Duty

Any regular employee of the City who is required to serve on the jury in any court of record on a regularly scheduled work day shall be paid his/her regular rate of pay during such period.

In order for an employee to receive pay under this section, he/she must secure a certificate from the Clerk of Court in which he/she served evidencing the fact of him/her having been required to serve.

The employee shall return to duty when his/her Jury Duty is completed, provided he/she is released before 1800 hours. The employee returning to duty would be assigned to a station where he/she is needed and would be released at 2300 hours when he/she is required to serve Jury Duty the following day.

2125.82 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 employees. Such course work must be approved as job-related prior to enrolling by submitting a description of the course to the office of the Chief of Department of Fire & Rescue Operations. In the event there is a dispute, the Academic Review Committee shall determine the status of a job-related course. The Academic Review Committee shall consist of one (1) member selected by the Director of Human Resources, one (1) member selected by the Firefighters, and the Chief of Fire & Rescue Operations or designated Deputy Chief.

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

2125.83 Unemployment Compensation

The City shall extend the provisions of the Unemployment Compensation Law to City employees.

2125.84 Wage Rates

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

EFFECTIVE ON THE FIRST DAY OF THE FIRST FULL PAY PERIOD IN JANUARY 2006, THE RATES

WHICH WERE EFFECTIVE IN JULY OF 2005 SHALL BE INCREASED BY ONE AND ONE HALF PERCENT (1.5%) TO CREATE NEW WAGE RATES AS FOLLOWS:

RATES EFFECTIVE JANUARY 2006

	<u>80 HOUR</u>	<u>96 HOUR</u>	<u>ANNUALLY</u>
	<u>RATE</u>	<u>RATE</u>	
<u>TRAINEE</u>	<u>17.190</u>	<u>14.325</u>	<u>\$35,754.50</u>
<u>PROBATIONARY</u>	<u>18.419</u>	<u>15.349</u>	<u>\$38,311.23</u>
<u>AFTER 1 YEAR</u>	<u>19.648</u>	<u>16.373</u>	<u>\$40,867.94</u>
<u>AFTER 2 YEARS</u>	<u>22.103</u>	<u>18.418</u>	<u>\$45,972.59</u>
<u>AFTER 3 YEARS</u>			
<u>(FULL RATE)</u>	<u>24.556</u>	<u>20.463</u>	<u>\$51,077.24</u>
<u>AFTER 5 YEARS</u>	<u>24.876</u>	<u>20.729</u>	<u>\$51,740.58</u>
<u>AFTER 10 YEARS</u>	<u>25.196</u>	<u>20.997</u>	<u>\$52,408.31</u>
<u>AFTER 15 YEARS</u>	<u>25.509</u>	<u>21.257</u>	<u>\$53,058.48</u>
<u>AFTER 20 YEARS</u>	<u>25.835</u>	<u>21.529</u>	<u>\$53,737.19</u>

A SEPARATE RETROACTIVE CHECK SHALL BE PAID TO ALL LOCAL 92 MEMBERS NO LATER THAN THE FIRST FULL OFF PAY PERIOD FOLLOWING COUNCIL'S AFFIRMATIVE VOTE OF THIS TENTATIVE AGREEMENT.

EFFECTIVE ON THE FIRST DAY OF THE FIRST FULL PAY PERIOD IN JANUARY OF 2007, THE RATES WHICH WERE EFFECTIVE IN JANUARY OF 2006 SHALL BE INCREASED BY TWO PERCENT (2.0%) TO CREATE NEW WAGE RATES AS FOLLOWS:

RATES EFFECTIVE JANUARY 2007

	<u>80 HOUR</u>	<u>96 HOUR</u>	<u>ANNUALLY</u>
	<u>RATE</u>	<u>RATE</u>	
<u>TRAINEE</u>	<u>17.534</u>	<u>14.611</u>	<u>\$36,469.59</u>
<u>PROBATIONARY</u>	<u>18.787</u>	<u>15.656</u>	<u>\$39,077.45</u>
<u>AFTER 1 YEAR</u>	<u>20.041</u>	<u>16.700</u>	<u>\$41,685.30</u>
<u>AFTER 2 YEARS</u>	<u>22.545</u>	<u>18.787</u>	<u>\$46,892.04</u>
<u>AFTER 3 YEARS</u>			
<u>(FULL RATE)</u>	<u>25.047</u>	<u>20.873</u>	<u>\$52,098.78</u>

	<u>80 HOUR</u>	<u>96 HOUR</u>	<u>ANNUALLY</u>
	<u>RATE</u>	<u>RATE</u>	
<u>AFTER 5 YEARS</u>	<u>25.374</u>	<u>21.144</u>	<u>\$52,775.39</u>
<u>AFTER 10 YEARS</u>	<u>25.700</u>	<u>21.417</u>	<u>\$53,456.47</u>
<u>AFTER 15 YEARS</u>	<u>26.019</u>	<u>21.682</u>	<u>\$54,119.64</u>
<u>AFTER 20 YEARS</u>	<u>26.352</u>	<u>21.960</u>	<u>\$54,811.93</u>

EFFECTIVE ON THE FIRST DAY OF THE FIRST FULL PAY PERIOD IN JANUARY OF 2008, THE RATES WHICH WERE EFFECTIVE IN JANUARY OF 2007 SHALL BE INCREASED BY THREE PERCENT (3.0%) TO CREATE NEW WAGE RATES AS FOLLOWS:

RATES EFFECTIVE JANUARY 2008

	<u>80 HOUR</u>	<u>96 HOUR</u>	<u>ANNUALLY</u>
	<u>RATE</u>	<u>RATE</u>	
<u>TRAINEE</u>	<u>18.060</u>	<u>15.050</u>	<u>\$37,563.68</u>
<u>PROBATIONARY</u>	<u>19.351</u>	<u>16.125</u>	<u>\$40,249.77</u>
<u>AFTER 1 YEAR</u>	<u>20.642</u>	<u>17.201</u>	<u>\$42,935.86</u>
<u>AFTER 2 YEARS</u>	<u>23.221</u>	<u>19.350</u>	<u>\$48,298.80</u>
<u>AFTER 3 YEARS</u>			
<u>(FULL RATE)</u>	<u>25.799</u>	<u>21.499</u>	<u>\$53,661.74</u>
<u>AFTER 5 YEARS</u>	<u>26.135</u>	<u>21.778</u>	<u>\$54,358.65</u>
<u>AFTER 10 YEARS</u>	<u>26.471</u>	<u>22.060</u>	<u>\$55,060.17</u>
<u>AFTER 15 YEARS</u>	<u>26.800</u>	<u>22.333</u>	<u>\$55,743.23</u>
<u>AFTER 20 YEARS</u>	<u>27.142</u>	<u>22.619</u>	<u>\$56,456.29</u>

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

A Firefighter acting as a lieutenant will get a Firefighter's pay for comparable years of service plus sixteen percent (16%).

LIEUTENANT:

Full rate for Firefighter with comparable years of service plus sixteen percent (16%) (Differential includes step program).

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

CAPTAIN:

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

PARAMEDICS:

All paramedics, including paramedic officers, who are certified BEFORE 1993, will be paid an eight percent (8%) differential. All other paramedics will be paid a six percent (6%) differential.

All paramedics shall meet the qualifications defined in the letter of agreement that establishes the parameters of the paramedic program.

2125.85 Meal Allowance

The City will furnish a meal allowance to any employee of the Department who is held four (4) hours or more beyond the established quitting time for his/her regularly scheduled work day or tour of duty, or who has been recalled on an emergency basis. If the employee has been held over for four (4) hours, then either food will be procured and transported to the location where the employee is working, or if that is not possible, a meal allowance of three dollars and twenty-five cents (\$3.25) shall be paid to each such member of the Department. Additional meals shall be furnished for each four (4) hour period that the employee is held over.

2125.86 Travel Allowance

(A) Employees authorized to use their private vehicle on City business shall be compensated at the IRS rate per mile in effect which may be deducted from the employee's Federal Income Tax without having to itemize specific expenditures as established by the Internal Revenue Service letter.

Whenever members of the Maintenance Bureau are required to receive or deliver equipment and this assignment necessitates overnight travel and/or more than eight (8) hours travel time in any one day, said members shall be paid an additional four (4) hours pay at the regular straight time rate.

(B) Above travel allowance is to be paid only for authorized trips out of town. Employees will be compensated for normal use of private vehicles under Section 2125.88.

2125.87 Tool Allowance

Employees assigned to the Maintenance Bureau who are required by the City to furnish the tools necessary for their jobs shall be paid a yearly tool allowance of three hundred dollars (\$300.00). This payment shall be paid in July of each year. These employees will also be covered by a blanket theft insurance policy paid for by the City of Toledo.

2125.88 Travel and Clothing Maintenance Allowance

Uniform employees of the Department of Fire & Rescue Operations will receive in a separate check by January 15 of each year a Travel and Clothing Maintenance Allowance of five hundred dollars (\$500.00). This allowance will compensate employees for use of their personal vehicles on travel to other Fire Stations. It is not intended for distant travel to other cities when this becomes necessary. Further, this allowance is to compensate employees for the cleaning and repair of their uniforms.

Employees who are required as part of their official duties to wear civilian clothes will receive a travel and clothing maintenance allowance of five hundred and twenty dollars (\$520.00).

2125.89 Safety Stipends

The City will provide an employee purchase plan whereby employees will be able to purchase safety shoes, safety glasses, including prescriptive lenses through a City program. 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.

The following stipends shall be provided to all firefighters IN JANUARY 2006, 2007, AND 2008.

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

(B) \$350.00 - Maintenance of the physical fitness necessary to effective fire fighting.

Said stipends shall be payable in the gross amount of FIVE hundred dollars (\$500.00), PAYMENT SHOULD BE ISSUED NOT LATER THAN JANUARY 31, 2006, 2007, AND 2008 RESPECTIVELY TO THOSE MEMBERS THEN ON THE PAYROLL.

2125.90 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 in 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 -	.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, they shall receive pay for one (1) discretionary holiday. If the employee terminates after June 30, they shall receive pay for two (2) discretionary holidays.

C. Employees who retire or die or who separate in good standing from employment after twenty-five (25) years of service shall also receive severance pay for unused sick time in accordance with the provisions of Section 2125.67, Accumulation of Sick Days.

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

2125.91 SHIFT PREMIUM

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

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

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

2125.92 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 Fire & Rescue Operations.

2125.93 Residency Requirement and Waiver

(A) Every employee shall be a resident of the City of Toledo unless they have been granted a waiver.

(B) Pursuant to Section 61 of the Charter of the City of Toledo, if the Firefighter has established and maintained his residence outside the limits of the City of Toledo prior to

November 7, 1972, the Firefighter shall be allowed to continue such residency during his employment with the City of Toledo.

(C) An employee of the city who wishes to seek a waiver of the residency requirement shall apply in writing to the department of human resources on the application form provided by the city. The employee must set forth the facts meeting the charter criteria that non-residence of such employee would be in the best interest of the city and that justice to such employee requires waiver of the residency requirement. Based upon the documentation presented, the city's chief executive will make a determination as to whether the charter criteria have been met. The decision of the chief executive shall be considered final. The chief executive may at his/her option grant temporary, limited, or conditional waivers as he/she sees fit.

2125.94 Continuation of Services

The services performed by the Department of Fire & Rescue Operations are essential to the public health, safety and welfare. The Union and the City, therefore, agree there shall be no interruption of the work for any cause whatsoever nor shall there be any work slowdown or other interference with services. Firefighters may be required to go through picket lines where an emergency exists or is believed to exist, to protect the public health, safety and welfare. Steps will be taken by the City to ensure that Firefighters will not be considered strikebreakers.

A Local 92 representative shall have no authority to take strike action or any other action interrupting the City's operation. The City will not engage in a lockout of the Firefighters during the term of this Title of the Code.

2125.95 Savings Clause

If any Article or Section of this Chapter 2125 of the Code or of any rider thereto should be held invalid 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, the remainder of this Chapter of the Code or any rider thereto, or the

application of such Article or Section to persons or circumstances other than these 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 intent of the City and the Organizations that should any Article or Section of the Chapter of the Code be held invalid or inoperable, that Section or article shall be renegotiated in an attempt to provide validity, operability or acceptability to such Section or Article.

2125.96 Termination

This Chapter of the Code shall be effective as of the first day of January, 2006 and shall remain in full force and effect through December 31, 2008 and thereafter until terminated, amended or repealed pursuant to Chapter 4117 of the Revised Code.

In witness whereof, the parties hereto executed this agreement on this ____ day of _____, 2006.

FOR LOCAL #92:

James Martini
Greg A. Randa
Paul Harmon
Rubel Lyjha
John J. Hallor
Akanya Muhammed Reed
Jeffrey A. Schroeder

FOR CITY OF TOLEDO:

Michael W. Wolner
John M. Komenacker
J. Hill
Carol J. Bader
[Signature]
David [Signature]

**MEMORANDUM OF UNDERSTANDING
BETWEEN TOLEDO FIREFIGHTERS LOCAL 92
AND THE CITY OF TOLEDO**

Toledo Firefighters Local 92 and the City reached tentative agreement on terms for their January 1, 2006-12/31/08 Collective bargaining agreement on 7/27/2006. During the collective bargaining process the parties agreed to the concept of BLS transport, the details of which shall be negotiated at a future date. Prior to the execution of this agreement Local 92 members did not perform BLS Transport. The parties recognize that the BLS agreement will provide the City with a new source of revenue. Citizens benefit by having the expertise of Local 92 members handling BLS Transport calls. While Local 92 is not seeking additional compensation for the increase in workload and job responsibility at this time, there is a commitment to discuss this issue at a later date. The City recognizes Local 92 members may shoulder a substantial increase in workload. Since the degree of the increase is unknown the parties shall monitor the situation and address any potential impact on working conditions and wages at a later date.

James E. Martin, President
Toledo Firefighters Local 92

Michael P. Bell, Chief
Toledo Department of
Fire & Rescue

**LETTER OF AGREEMENT
BETWEEN TOLEDO FIREFIGHTERS LOCAL 92
AND THE CITY OF TOLEDO
BLS TRANSPORT**

WHEREAS, the City of Toledo experiences a high volume of emergency runs requiring BLS Transport; and

WHEREAS, the parties intend for this Agreement to result in BLS Transport calls to be handled by Toledo Firefighters without any change to any contract provision, including but not limited to Article 2125.58 Minimum Manning Requirements

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

1. The City of Toledo and Toledo Firefighters Local 92 agree that emergency runs requiring BLS Transport arising inside the City of Toledo may be handled by Local 92 members.
2. It is agreed that staffing shall be adjusted so that the daily minimum fire suppression staffing requirement shall be as follows:
 - As set forth in 2125.58 Minimum Manning Requirements the minimum daily line strength shall be one hundred and three (103) members, of which a minimum of 83 members shall be assigned to fire suppression (Engine, Truck, Squad).
 - All other fire personnel shall be assigned to comply with the contractual mandated 103 staffing level. To the extent the above staffing description does not result in “103” line strength; the City shall assign additional personnel to comply with “103”. This agreement shall in no way alter the staffing arrangements/practice (Article 2125.58 Minimum Manning Requirements.)

3. It is agreed that no later than one year after the implementation of the BLS transport program, 3 additional members shall be assigned fire suppression (Engine, Truck, Squad) to the above daily minimum, bringing the total to 86.
4. It is agreed that the transport units will be considered part of a two-piece company which shall respond, if available to regular alarms or major incident; as part of that engine or truck company, consistent with the practice currently followed by rescue units. Two-piece companies with a transport unit as part of the company shall be staffed with a minimum of 2 firefighters on the transport unit and 4 firefighters on the engine. There shall be no more than 5 BLS transport units in service daily.
5. In order to ensure fair and adequate staffing of the transport units it is agreed that a rotation system shall be in place for manning purposes. Rotation shall include all firefighters, paramedics in salary group 80. Rotation shall be administered evenly on a shift-wide basis.
6. Nothing in this agreement shall conflict, modify, alter or in any way change the terms and conditions of the current collective bargaining agreement. To the extent that any provision in the Agreement conflicts with the terms of the collective bargaining agreement, the collective bargaining agreement shall supersede the terms of this Agreement.
7. In the event this Agreement results in the addition of new job duties and responsibilities which can not be handled by the current 103 minimum manpower staffing level, it is agreed that the parties shall meet to discuss and resolve such issues.
8. The BLS Transport units shall be ordered prior to January 1, 2007, with the implementation of the program to be no later than July 1, 2007.

9. This agreement will be in effect until December 31, 2008.
10. This agreement is subject to a ratification vote by Local 92's membership.

James E. Martin, President
Toledo Firefighters Local 92

Michael P. Bell, Chief
Toledo Department of
Fire & Rescue

**JULY 27, 2006
TENTATIVE AGREEMENT**

**Toledo Firefighters Local 92
and the City of Toledo
2006 Local 92 Contract**

The parties agree to the following terms of agreement which parallels the TPPA economic settlement pursuant to the parity principle established with the parties' 1994 Fact Finding.

Wage rates: 1/1/06 1.5% increase in base rates effective 1/1/06. A separate retroactive Check shall be paid to all Local 92 members no later Than the first full off pay period following Council's affirmative vote of this Tentative Agreement.

1/1/07:2% increase in base rates effective 1/1/07

1/1/08 3% increase in base rates effective 1/1/08

Pension Pick-up: Effective 1/1/07 2.25% pension pick-up effective the 1st full pay period (employee contribution reduced from 3.75% to 1.5%);

Effective 1/1/08 1.5% pension pick-up the 1st full pay period (employee contribution reduced from 1.5% to 0%).

Hospitalization: Effective 1/1/06 the City's contribution to the Local 92 Trust Health Fund shall be \$782.46 per employee per month (PEPM)

Effective 1/1/07 the City's contribution to the Local 92 Trust Health Fund shall be computed in accordance with Article 2125.75 of the current contract.

Effective 1/1/08 the City's contribution to the Local 92 Trust Health Fund shall be computed in accordance with Article 2125.75 of the current contract.

Me-Too: TPCOA negotiated a successor agreement in June 2006. The TPPA and the City have not settled their "Me-Too" rights with TPCOA. The parties agree that they shall negotiate the parity impact of the TPCOA agreement at a later date. Both sides reserve their positions on this issue.

Local 92 shall have "Me-Too" rights with the TPPA in accordance with the long-standing parity/me-too history. The final "Me-Too" language shall be consistent with the parties practice in this regard.

Reporting Proof:
Of Illness The parties have agreed to modify the current reporting proof of illness provision as set forth in the attached Memorandum of Understanding.

Recommendation: Local 92 shall recommend to their membership at a ratification Meeting to be held before August 8, 2006. The City Administration will recommend the settlement to City Council at its first meeting following union ratification.

Non-Economics: The parties have reached tentative agreement on the following non-economic issues which shall be incorporated herein:

Article 2125.02

Article 2125.03

Article 2125.07

Article 2125.09

Article 2125.19
Article 2125.20
Article 2125.21
Article 2125.22
Article 2125.30
Article 2125.43
Article 2125.52
Article 2125.53
Article 2125.54
Article 2125.69
Article 2125.78

Blue Ribbom Committee: As per the TPPA language.

This Tentative Agreement is good through union ratification.
Both sides reserve the right to withdraw its offer thereafter
and resort to prior positions.

**PROVISIONS OF CHAPTER 2125
OF THE TOLEDO MUNICIPAL CODE
THE TOLEDO FIRE FIGHTERS' LOCAL 92**

January 2006 – December 31, 2008

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