

# **Toledo Police Department**

## **2021-2022**

### **Equal Employment Opportunity (EEO) Program**

This EEO Program has been developed to comply with  
28 CFR Ch. I, Subpart E – Equal Employment Opportunity Guidelines.



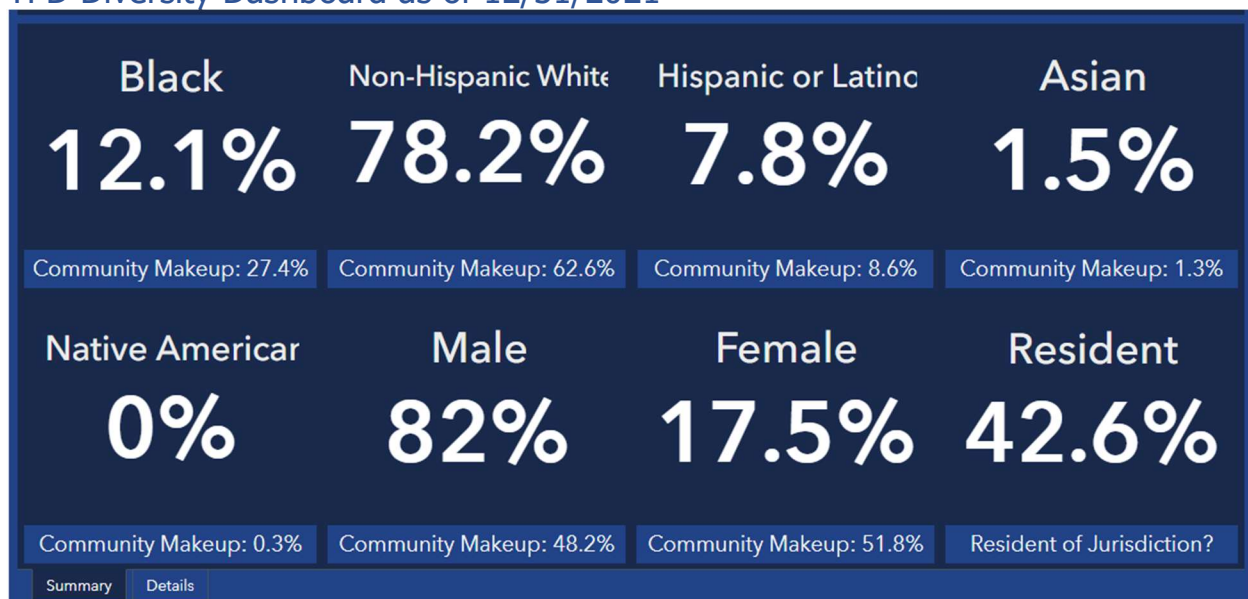
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## Introduction: City of Toledo Equal Employment Opportunity Policies & Practices

The City of Toledo is dedicated to providing equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, ancestry, national origin, citizenship status, age, pregnancy, disability, genetic information or condition, sexual orientation, gender identity or expression, military status or status as a veteran, in accordance with applicable laws. In addition, the City complies with applicable state and local laws governing nondiscrimination in employment. The City is dedicated to ensuring its commitment to equal opportunity applies to all terms and conditions of employment including but not limited to, hiring, transfers, promotions, training, terminations, working conditions, compensation, benefits, and other terms and conditions of employment. The City values a diverse workforce and applies to all job applicants, employees, temporary or seasonal, vendors, independent contractors, volunteers, and interns.

### TPD Diversity Dashboard as of 12/31/2021



## TPD Employee Data Summary

The Quarterly EEO Report Employee Count Section																
Period Ending	1st Quarter 1/1/22-3/30/22	FULL TIME EMPLOYEES														
Department	Police															
Date	30-Mar-22															
EEO Job Categories		Male							Female							
		White	Black or African American	Hispanic or Latino	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	Two or More Races	White	Black or African American	Hispanic or Latino	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	Two or More Races	
	TOTAL COUNT	A	B	C	D	E	F	G	A	B	C	D	E	F	G	
Executive/Senior Level Officials & First/Mid-level Officials & Managers	4	3	0	0	0	0	0	0	1	0	0	0	0	0	0	
Professionals	37	28	2	1	0	0	0	0	6	0	0	0	0	0	0	
Technicians	94	69	9	2	2	0	0	0	8	2	2	0	0	0	0	
Protective Service Workers	477	303	44	35	5	0	0	0	61	20	7	2	0	0	0	
Administrative Support	45	1	0	0	0	0	0	0	31	8	4	0	0	0	1	
Skilled Craft	6	2	0	0	0	0	0	0	4	0	0	0	0	0	0	
Service Maintenance	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTALS	665	408	55	38	7	0	0	0	111	30	13	2	0	0	1	

## TPD Classification & Salary Range Summary

7260	Administrative Analyst 1	22.964	30.618	10	CLXM		47,765.12	63,685.44
7261	Administrative Analyst 2	24.257	32.343	11	CLXM		50,454.56	67,273.44
7262	Administrative Analyst 3	25.745	34.327	12	CLXM		53,549.60	71,400.16
7263	Administrative Analyst 4	27.452	36.603	13	CLXM		57,100.16	76,134.24
7222	Administrative Assistant (*replaced Secretary 3 Title - CSC Action 11/06/19)	21.823	29.097	9	CLXM		45,391.84	60,521.76
1253	Administrative Specialist	24.490	28.810	9	2058		50,939.20	59,924.80
7250	Administrative Specialist 1	19.898	26.530	8	CLXM		41,387.84	55,182.40
7251	Administrative Specialist 2	21.823	29.097	9	CLXM		45,391.84	60,521.76
7252	Administrative Specialist 3	22.964	30.618	10	CLXM		47,765.12	63,685.44
7240	Administrative Technician 1	16.964	22.619	6	CLXM		35,285.12	47,047.52
7242	Administrative Technician 2	19.898	26.530	8	CLXM		41,387.84	55,182.40
2146	Identification Technician	15.568	20.757	6	7		32,381.44	43,174.56
7330	Manager-Administrative Services	32.179	45.449	E-1	EXEM		66,932.32	94,533.92
7016	Mayor's Assistant 2 (Unclassified)	21.823	29.097	9	CLXM		45,391.84	60,521.76
2143	Police - Secretary	50.835	52.793	93	PC		105,736.80	109,809.44
2125	Police Captain	50.835	52.793	93	PC		105,736.80	109,809.44
	Police Chief	63.860						132,828.80
2157	Police Communications Specialist	17.076	22.768	8	COM7		35,518.08	47,357.44
2160	Police Communications Specialist II	19.707	26.276	10	COM7		40,990.56	54,654.08
2147	Police Data Control Clerk	14.438	19.251	5	7		30,031.04	40,042.08
2151	Police Data Entry Clerk	13.520	18.026	4	7		28,121.60	37,494.08
7460	Police Deputy Chief - Pro Tem	56.427	58.600	94	PE		117,368.16	121,888.00
2124	Police Lieutenant	44.986	46.719	92	PC		93,570.88	97,175.52
6990	Police Officer	25.702	32.128	90	PP		53,460.16	66,826.24
2153	Police Records Clerk	15.568	20.757	6	7		32,381.44	43,174.56
2112	Police Sergeant	38.615	40.625	91	PC		80,319.20	84,500.00
7222	Secretary 3	19.898	26.530	8	CLXM		41,387.84	55,182.40
1116	Senior Clerk	15.568	20.757	6	7		32,381.44	43,174.56
2311	Staff Criminalist	25.770	30.310	10	2058		53,601.60	63,044.80
	Technician	32.680						67,974.40
2142	Traffic Aide	14.438	19.251	5	7		30,031.04	40,042.08
3112	Utility Worker	13.520	18.026	4	7		28,121.60	37,494.08

## TPD Patrol Officer Application Process

The Toledo Police Department's application process for patrol officers follows:

- Candidate applies online for the position of Police Officer via the city of Toledo's website.
- Candidate passes the National Testing Network (NTN) Law Enforcement Examination.
  - The Department sets the passing scores based on the recommendations from

NTN.<sup>1</sup> The current passing requirements are 55 or higher on the video portion and 70 or higher on the writing and reading portion.

- The Civil Service Commission places the Candidate on the city's Eligible List.
- Candidate must pass a pre-physical ability test, based on standards set by the Ohio Peace Officer Training Commission (OPOTC).
  - OPOTC requires that prospective cadets be able to perform at the 15th percentile of the Cooper Institute standards — a fitness test first developed for military use and then adopted by law enforcement. The standards test the relative fitness of an individual based on age and gender. The pre-entrance test can be retaken; the applicant just has to pass it before classes begin.
- Candidate must pass the background investigation. Using the attached rubric approved by the Civil Service Commission, the applicant must have no areas of automatic rejection (felony conviction, certain misdemeanors, etc.) and 12 points or less.
- Candidate is interviewed by the Chief of Police and a panel of command officers in the presence of a city EEO Officer. Successful candidates are selected by the Chief.
- Candidate must pass a physical exam.
  - At the end of basic training, cadets will continue to be required to perform at the minimum 50th percentile of the Cooper standards to be eligible to take the state certification exam.
- Candidate must pass an oral and written psychological evaluation.
- Candidate must pass a final physical ability test, based on OPOTA standards.
- Successful candidates start in the Police Academy as officer trainees.

Please see TPD's 2021 EEO Utilization Report for an analysis of areas of employee underutilization and proposed action steps, attachment A.

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<sup>1</sup> Background and test information:

National Testing Network tests are administered and staffed by professionals. At some locations, candidates take entry tests on computer terminals. The tests are instantly scored, verified and provided to selected departments. At other locations, candidates test in group settings; scores are available to departments in 48 hours.

National Testing Network utilizes tests developed by Ergometrics and Applied Personnel Research, Inc. Ergometrics is a human resource management firm specializing in personnel selection and training. Established over 25 years ago, Ergometrics has designed the most comprehensive video testing and job simulation testing programs in the nation. Ergometrics has provided personnel testing services to over 1000 clients in the U.S. and Canada. Forty three of the 50 largest cities in the U.S. use Ergometrics products as do most state governments and hundreds of banks, credit unions and smaller organizations.

Ergometrics' tests have been given to over a million applicants and are extensively and professionally validated, using both content and criterion validation. Ergometrics provides complete documentation that conforms to all legal and professional standards for validation. The City of Long Beach, CA won the 2005 IPMAAC Innovation in Assessment Award using Ergometrics' FireTEAM Testing System. Regardless of the size of the organization, Ergometrics provides a comprehensive set of personnel selection tools that are highly predictive of on-the-job performance.

See <https://www.nationaltestingnetwork.com/publicsafetyjobs/about.cfm>

## TPD Officer Shift and Location Summary, 2022

Location	Caucasian/White Males	Black/African American Male	Hispanic Males	Asian Males	Caucasian Females	African American or Black Female	Hispanic Females	Asian Females
Central, First Shift Patrol Officers	47	3	4	0	9	2	0	0
Central, Second Shift Patrol Officers	28	4	6	2	5	2	1	0
Central, Supervisors	14	1		1	5	1	0	0
Scott Park, First Shift Patrol Officers	32	12	8	1	8	2	0	0
Scott Park, Second Shift Patrol Officers	29	4	3	1	6	2	2	0
Scott Park, Supervisors	16	2		1	2	0	0	0
Admin, specialized, and all other units:	236	30	17	1	41	11	6	2
Total:	402	56	38	7	76	20	9	2

## 2021 Patrol Officer Applicant & Hire Summary: 07/01/2020 to 06/30/2021

Demographic Group	# of Patrol Officer Applicants	# of Patrol Officers Hire
Caucasian Males	242	28
Black or African American Males	101	5
Hispanic or Latino Males	38	3
Asian	8	0
Native Hawaiian or Other Pacific Islander	3	0
American Indian or Alaskan Native Males	2	0
Race/ethnicity unknown - Males	16	1
Caucasian Females	60	10
African American Females	38	3
Hispanic or Latino Females	11	2
Asian or Pacific Islander Females	3	0
Native Hawaiian or Other Pacific Islander	0	0
American Indian or Alaskan Native Females	2	0
Race/ethnicity unknown - Females	5	0
Total	529	52

## 2021 Promotional Applicant & Hire Summary: 07/01/2020 to 06/30/2021

The promotional process for Sergeants and Lieutenants is described in the attached Toledo Police Command Officers' Association (TPCOA) Collective Bargaining Agreement. The promotional process for Captains is contained in the attached Memorandum of Understanding signed by the TPCOA and the City of Toledo.

### Captains

Demographic Group	# of Captain Applicants	# of Captains Hired
Caucasian Males	5	1
Black or African American Males	2	0
Hispanic or Latino Males	1	0
Asian	0	0
Native Hawaiian or Other Pacific Islander	0	0
American Indian or Alaskan Native Males	0	0
Race/ethnicity unknown - Males	0	0
Caucasian Females	3	1
African American Females	0	0
Hispanic or Latino Females	0	0
Asian or Pacific Islander Females	0	0
Native Hawaiian or Other Pacific Islander	0	0
American Indian or Alaskan Native Females	0	0
Race/ethnicity unknown - Females	0	0
Total	11	2

## Lieutenants

<b>Demographic Group</b>	<b># of Lieutenant Applicants</b>	<b># of Lieutenants Hired</b>
Caucasian Males	8	2
Black or African American Males	2	0
Hispanic or Latino Males	1	0
Asian	1	0
Native Hawaiian or Other Pacific Islander	0	0
American Indian or Alaskan Native Males	0	0
Race/ethnicity unknown - Males	0	0
Caucasian Females	3	0
African American Females	0	0
Hispanic or Latino Females	1	0
Asian or Pacific Islander Females	0	0
Native Hawaiian or Other Pacific Islander	0	0
American Indian or Alaskan Native Females	0	0
Race/ethnicity unknown - Females	1	0
<b>Total</b>	<b>17</b>	<b>2</b>



## Sergeants

<b>Demographic Group</b>	<b># of Sergeant Applicants</b>	<b># of Sergeants Hired</b>
Caucasian Males	36	3
Black or African American Males	7	1
Hispanic or Latino Males	1	0
Asian	0	1
Native Hawaiian or Other Pacific Islander	0	0
American Indian or Alaskan Native Males	0	0
Race/ethnicity unknown - Males	4	0
Caucasian Females	3	1
African American Females	3	0
Hispanic or Latino Females	1	0
Asian or Pacific Islander Females	1	0
Native Hawaiian or Other Pacific Islander	0	0
American Indian or Alaskan Native Females	0	0
Race/ethnicity unknown - Females	0	0
<b>Total</b>	<b>56</b>	<b>6</b>

## TPD Employee Discipline Summary

Type	Counseling	Demotion	No Action Taken	Resigned	Suspension	Termination	Termination held in abeyance	Verbal	Written	Total
Female/Asian/Pacific Islander	0	0	0	0	0	0	0	0	0	0
Female/Black	1	0	0	0	0	0	0	0	0	1
Female/Hispanic	2	0	0	0	0	0	0	0	0	2
Female/Middle Eastern/East Indian	0	0	0	0	0	0	0	0	0	0
Female/Native American	0	0	0	0	0	0	0	0	0	0
Female/Not Applicable	0	0	0	0	0	0	0	0	0	0
Female/Other	0	0	0	0	0	0	0	0	0	0
Female/White	4	0	0	0	0	0	0	4	1	9
Male/Asian/Pacific Islander	0	0	0	0	0	0	0	1	0	1
Male/Black	4	0	0	0	0	0	0	6	0	10
Male/Hispanic	5	0	0	0	0	0	0	4	2	11
Male/Middle Eastern/East Indian	0	0	0	0	0	0	0	0	0	0
Male/Native American	0	0	0	0	0	0	0	0	0	0
Male/Not Applicable	0	0	0	0	0	0	0	0	0	0
Male/Other	0	0	0	0	0	0	0	0	0	0
Male/White	27	0	4	0	0	0	0	20	6	57
Not Applicable/Asian/Pacific Islander	0	0	0	0	0	0	0	0	0	0
Not Applicable/Black	0	0	0	0	0	0	0	0	0	0
Not Applicable/Hispanic	0	0	0	0	0	0	0	0	0	0
Not Applicable/Middle Eastern/East Indian	0	0	0	0	0	0	0	0	0	0
Not Applicable/Native American	0	0	0	0	0	0	0	0	0	0
Not Applicable/Not Applicable	0	0	0	0	0	0	0	0	0	0
Not Applicable/Other	0	0	0	0	0	0	0	0	0	0
Not Applicable/White	0	0	0	0	0	0	0	0	0	0
No Value	0	0	0	0	0	0	0	0	0	0
Totals	43	0	4	0	0	0	0	35	9	91

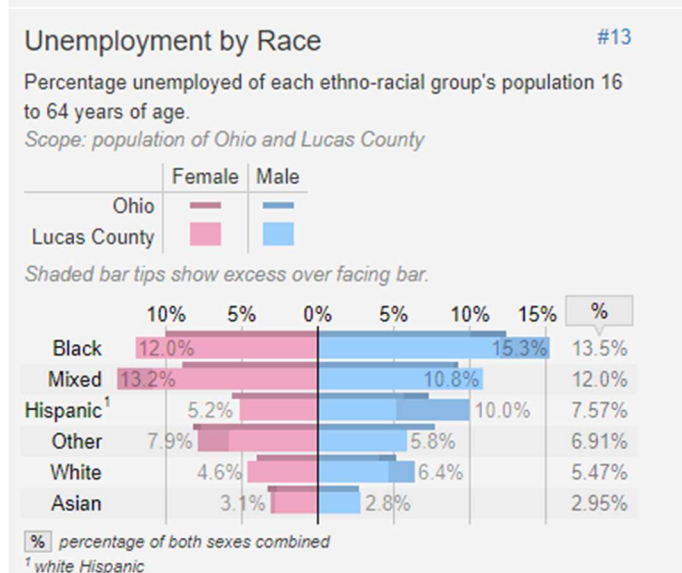
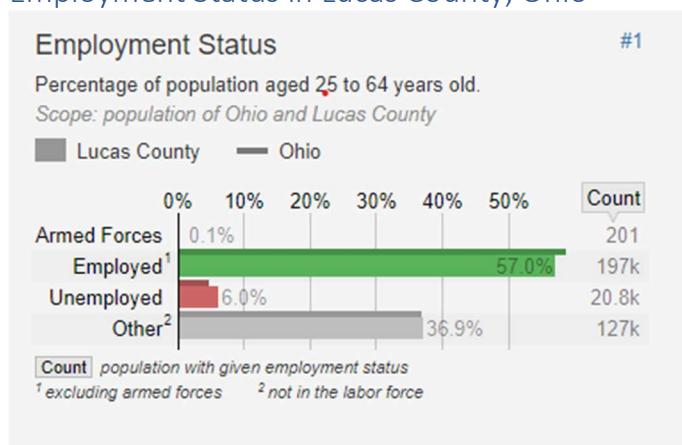
## TPD Separation Summary, 2021

2021 TPD Terminations	Male - Voluntary	Male - Involuntary	Female - Voluntary	Female - Involuntary
White	29	0	18	0
Black or African American	5	0	4	1
Hispanic	3	0	3	0
Asian or Pacific Islander	0	0	0	0
American Indian or Alaskan	0	0	0	0
Unknown	0	0	0	1
Total	37	0	25	2

## Toledo Population Estimate, by Race and Hispanic Origin, July 2021<sup>2</sup>

Race and Ethnic Origin	Percentage
Black or African American	27.30%
American Indian and Alaska Native	0.30%
Asian	1.20%
Native Hawaiian and Other Pacific Islander	0.00%
Two or More Races	6.20%
Hispanic or Latino	8.80%
White alone, not Hispanic or Latino	58.1%

## Employment Status in Lucas County, Ohio<sup>3</sup>



<sup>2</sup> See <https://www.census.gov/quickfacts/fact/table/toledocityohio,US/PST045221> accessed on July 5, 2022.

<sup>3</sup> See <https://statisticalatlas.com/county/Ohio/Lucas-County/Race-and-Ethnicity#figure/county-in-toledo-area> accessed on July 5, 2022.

## Dissemination & Responsible Staff

This plan will be disseminated to all department staff by email and available to the public by posting on the City of Toledo and Toledo Police Department websites.

Director Lacy DeBerry III, Office of Diversity & Inclusion (D&I), is designated to maintain adherence to the Equal Employment Opportunity Program, with support of staff from D&I and the Department of Human Resources, in coordination with the Toledo Police Department.

## Attachments

- A. Toledo Police Department EEO Utilization Analysis
- B. Toledo Police Department Organizational Chart
- C. Toledo Police Department Standard Operating Guidelines, Directive 202.2 (EEO Plan)
- D. Toledo Police Command Officers' Association Collective Bargaining Agreement (TPCOA) (2021-2024)
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- O. Discrimination, Harassment & Retaliation Complaint Form

# EEO Utilization Report

## Organization Information

Name: Toledo, City Of, DBA Toledo Police Dept

City: Toledo

State: OH

Zip: 43604

Type: County/Municipal Law Enforcement

## **Step 1: Introductory Information**

### **Policy Statement:**

The City of Toledo is AN EQUAL OPPORTUNITY EMPLOYER. The City of Toledo will not deny equal opportunity in hiring, tenure, terms, conditions or privilege of employment on the basis of race, color, religion, sex, national origin, disability, ancestry, age or sexual orientation.

## Step 4b: Narrative of Interpretation

The Utilization Analysis Chart compares the race/ethnicity and sex of employees in each job group with the race/ethnicity and sex of available employees in the Toledo Metropolitan Area, to assess whether a groups underutilization is statistically significant. The following groups were identified as being significantly underutilized:

In the category of Sworn Protective Services Officials, Black women are underutilized.

In the category of Sworn Patrol Officers, Black women and men, Hispanic women, women who identify as being of two or more races, and White women are underutilized.

In the category of Administrative Support, White men are underutilized.

Department recruiters currently advertise on social media and attend job and cultural fairs in the tri-state area, including the local African American and Latino festivals. TPD representatives also schedule Meet a TPD Recruiter events at coffee shops and libraries to connect with candidates in an informal setting. In light of the significant underutilization, the Department will continue this current work while targeting applicants by engaging in inclusive recruitment and promotional efforts.

## Step 5: Objectives and Steps

**1. Expand recruitment and outreach for Patrol Officers and Sworn Protective Service Officials in the underutilized categories of Black women and men, Hispanic women, women who identify as being of two or more races, and White women; TPD will broaden recruitment efforts to increase the administrative support applicant pool for underutilized White men.**

- a. An advisory committee will be created to focus on increasing diversity in the Department, with a specific emphasis on the recruitment and retention of Black women and men, Hispanic women, White women, and women of two or more races as Patrol Officers. The committee will be made up of diverse members of the Department, as well as representatives from the Citys HR Department and the Office of Diversity & Inclusion. Representatives from Toledos African American Police League, the NAACP Toledo Branch, the YWCA, and Adelante, The Latino Resource Center will be asked to join. The committee will implement identified and agreed upon strategies for the next immediate recruitment cycle. Actions steps will be reviewed, assessed, and revised as needed to reduce underutilization, with work continuing in future years.
- b. To prepare women and men from underrepresented groups for careers in law enforcement, TPD will assess the viability of expanding the Toledo Public Schools PS 419 program," which begins during a students sophomore year and includes exploratory courses throughout high school, followed by enrollment in Owens Community College where students take criminal justice credit until eligible to apply at age 21.
- c. Subject to the outcome of a pending grant, the Department will develop marketing materials and digital campaigns using a local minority-owned advertising agency to attract underrepresented populations that include women and minorities. TPD officers will also provide access to laptops so candidates can pre-register for testing and schedule visits to the Departments Academy for a reverse job fair.
- d. Non-traditional recruiting opportunities will continue to be utilized by the advisory committee and other Department leaders, such as hosting listening sessions with women of various ages to identify concerns and answer questions and offering womens self-defense classes in partnership with local organizations such as the YWCA, NAACP, and Adelante to increase positive exposure to officers. TPD will publicize open positions in local minority newspapers.
- e. To increase interest in law enforcement careers among underrepresented groups, female officers and officers from diverse backgrounds will host a podcast where officers talk about what it's like to patrol the streets and, subject to available funding, TPD will produce and post videos on social media platforms such as TikTok, Instagram and Facebook to encourage diversity in its ranks.

- f. To fully address the underutilization of women who identify as being of two or more races, the department will modify its data tracking to capture this information.
- g. To address the underutilization of White men in administrative support positions, the department will engage in outreach at local technical and community colleges to attract candidates.

## **2. Ensure hiring and promotional practices provide equal opportunity for all employees and applicants to the department, reducing the underutilization of Black women.**

- a. All Department staff will receive training on the value of diversity, equity and inclusion, which will include a focus on implicit bias, cultural competency, and sexual harassment. Officers will be provided an opportunity to make anonymous reports of discrimination or harassment.
- b. All staff engaged in the promotional process will receive EEO training on selection and evaluation procedures to ensure compliance with legal requirements, increase diversity in recruitment pools, and reduce bias in the interview and hiring process.
- c. TPD will conduct Stay Interviews, Transfer Interviews, and Exit Interviews of Department staff, in coordination with the Office of Diversity & Inclusion and Human Resources. In addition to improving employee engagement generally, feedback will be used to identify any barriers experienced in the promotional process by Black females and any challenges faced by women and Black men when entering the field. The information gathered will be shared with the advisory committee who will develop strategies to address those barriers.
- d. TPD will start a voluntary, department-wide mentorship program for Patrol Officers, Sergeants, and Lieutenants with the goal of full participation within two years. Program development will be based on best practices for mentoring programs in police departments.

## **Step 6: Internal Dissemination**

Disseminate the EEO Utilization Report by email or hard copy to all department employees and announce that it is available to the public upon request.

Conspicuously post the EEO Utilization Report at all police facilities.

## **Step 7: External Dissemination**

Post the EEO Utilization Report on both the Department and City websites.

Provide a bound copy for display in the Department of Human Resources and the Office of Diversity and Inclusion lobbies, which are open to Department staff and the public.



**Utilization Analysis Chart**  
**Relevant Labor Market: Toledo city, Ohio**

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
<b>Officials/Administrators</b>																
Workforce #/%	4/80%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	1/20%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	7,090/53 %	255/2%	515/4%	0/0%	160/1%	0/0%	40/0%	15/0%	4,165/31 %	180/1%	750/6%	15/0%	115/1%	0/0%	75/1%	35/0%
Utilization #/%	27%	-2%	-4%	0%	-1%	0%	-0%	-0%	-11%	-1%	-6%	-0%	-1%	0%	-1%	-0%
<b>Professionals</b>																
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
CLS #/%	7,975/30 %	270/1%	1,080/4%	0/0%	815/3%	0/0%	80/0%	35/0%	13,870/52 %	430/2%	1,710/6%	20/0%	335/1%	0/0%	65/0%	50/0%
Utilization #/%																
<b>Technicians</b>																
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
CLS #/%	1,170/28 %	50/1%	30/1%	4/0%	30/1%	0/0%	0/0%	0/0%	2,420/59 %	20/0%	315/8%	10/0%	70/2%	0/0%	10/0%	0/0%
Utilization #/%																
<b>Protective Services: Sworn-Officials</b>																
Workforce #/%	98/74%	3/2%	11/8%	0/0%	2/2%	0/0%	0/0%	0/0%	14/11%	2/2%	2/2%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	2,130/61 %	100/3%	405/12%	10/0%	0/0%	0/0%	25/1%	0/0%	570/16%	45/1%	210/6%	10/0%	0/0%	0/0%	15/0%	0/0%
Utilization #/%	14%	-1%	-3%	-0%	2%	0%	-1%	0%	-6%	0%	-4%	-0%	0%	0%	-0%	0%
<b>Protective Services: Sworn-Patrol Officers</b>																
Workforce #/%	290/65%	34/8%	41/9%	0/0%	5/1%	0/0%	0/0%	0/0%	53/12%	6/1%	17/4%	0/0%	2/0%	0/0%	0/0%	0/0%
Civilian Labor Force #/%	5,740/37 %	665/4%	2,415/16 %	15/0%	40/0%	20/0%	135/1%	4/0%	3,745/24 %	555/4%	2,025/13 %	4/0%	14/0%	0/0%	154/1%	4/0%
Utilization #/%	28%	3%	-6%	-0%	1%	-0%	-1%	-0%	-12%	-2%	-9%	-0%	0%	0%	-1%	-0%
<b>Protective Services: Non-sworn</b>																

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
Workforce #/%	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/	0/
CLS #/%	15/14%	0/0%	10/10%	0/0%	0/0%	0/0%	0/0%	0/0%	65/62%	0/0%	15/14%	0/0%	0/0%	0/0%	0/0%	0/0%
Utilization #/%																
<b>Administrative Support</b>																
Workforce #/%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	32/68%	11/23%	3/6%	0/0%	0/0%	0/0%	0/0%	1/2%
CLS #/%	9,990/28 %	255/1%	1,310/4%	20/0%	135/0%	0/0%	175/0%	0/0%	19,025/54 %	860/2%	3,305/9%	15/0%	195/1%	0/0%	225/1%	15/0%
Utilization #/%	-28%	-1%	-4%	-0%	-0%	0%	-0%	0%	15%	21%	-3%	-0%	-1%	0%	-1%	2%
<b>Skilled Craft</b>																
Workforce #/%	2/29%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	5/71%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	9,125/79 %	310/3%	1,040/9%	25/0%	95/1%	0/0%	55/0%	25/0%	540/5%	30/0%	180/2%	0/0%	35/0%	0/0%	35/0%	0/0%
Utilization #/%	-51%	-3%	-9%	-0%	-1%	0%	-0%	-0%	67%	-0%	-2%	0%	-0%	0%	-0%	0%
<b>Service/Maintenance</b>																
Workforce #/%	1/100%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
CLS #/%	16,620/41 %	1,465/4%	4,615/11 %	95/0%	125/0%	30/0%	185/0%	30/0%	11,035/27 %	905/2%	5,320/13 %	10/0%	405/1%	0/0%	120/0%	25/0%
Utilization #/%	59%	-4%	-11%	-0%	-0%	-0%	-0%	-0%	-27%	-2%	-13%	-0%	-1%	0%	-0%	-0%

### Significant Underutilization Chart

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
<b>Protective Services: Sworn-Officials</b>											✓					
<b>Protective Services: Sworn-Patrol Officers</b>			✓						✓	✓	✓				✓	
<b>Administrative Support</b>	✓															

### Law Enforcement Category Rank Chart

Job Categories	Male								Female							
	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other	White	Hispanic or Latino	Black or African American	American Indian or Alaska Native	Asian	Native Hawaiian or Other Pacific Islander	Two or More Races	Other
<b>Captain</b>																
Workforce #/%	7/88%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	1/12%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
<b>Lieutenant</b>																
Workforce #/%	21/72%	1/3%	2/7%	0/0%	0/0%	0/0%	0/0%	0/0%	5/17%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%	0/0%
<b>Sergeant</b>																
Workforce #/%	70/74%	2/2%	9/9%	0/2%	2/2%	0/0%	0/0%	0/0%	8/8%	2/2%	2/2%	0/0%	0/0%	0/0%	0/0%	0/0%
<b>Protective Services: Sworn-Patrol Officers</b>																
Workforce #/%	290/65%	34/8%	41/9%	0/1%	5/1%	0/0%	0/0%	0/0%	53/12%	6/1%	17/4%	0/0%	2/0%	0/0%	0/0%	0/0%

I understand the regulatory obligation under 28 C.F.R. ~ 42.301-.308 to collect and maintain extensive employment data by race, national origin, and sex, even though our organization may not use all of this data in completing the EEO Utilization Report.

I have reviewed the foregoing EEO Utilization Report and certify the accuracy of the reported workforce data and our organization's employment policies.

Certified As Final By: Tyrome Alexander

Interim Director - Diversity and Inclusion 10-27-2021

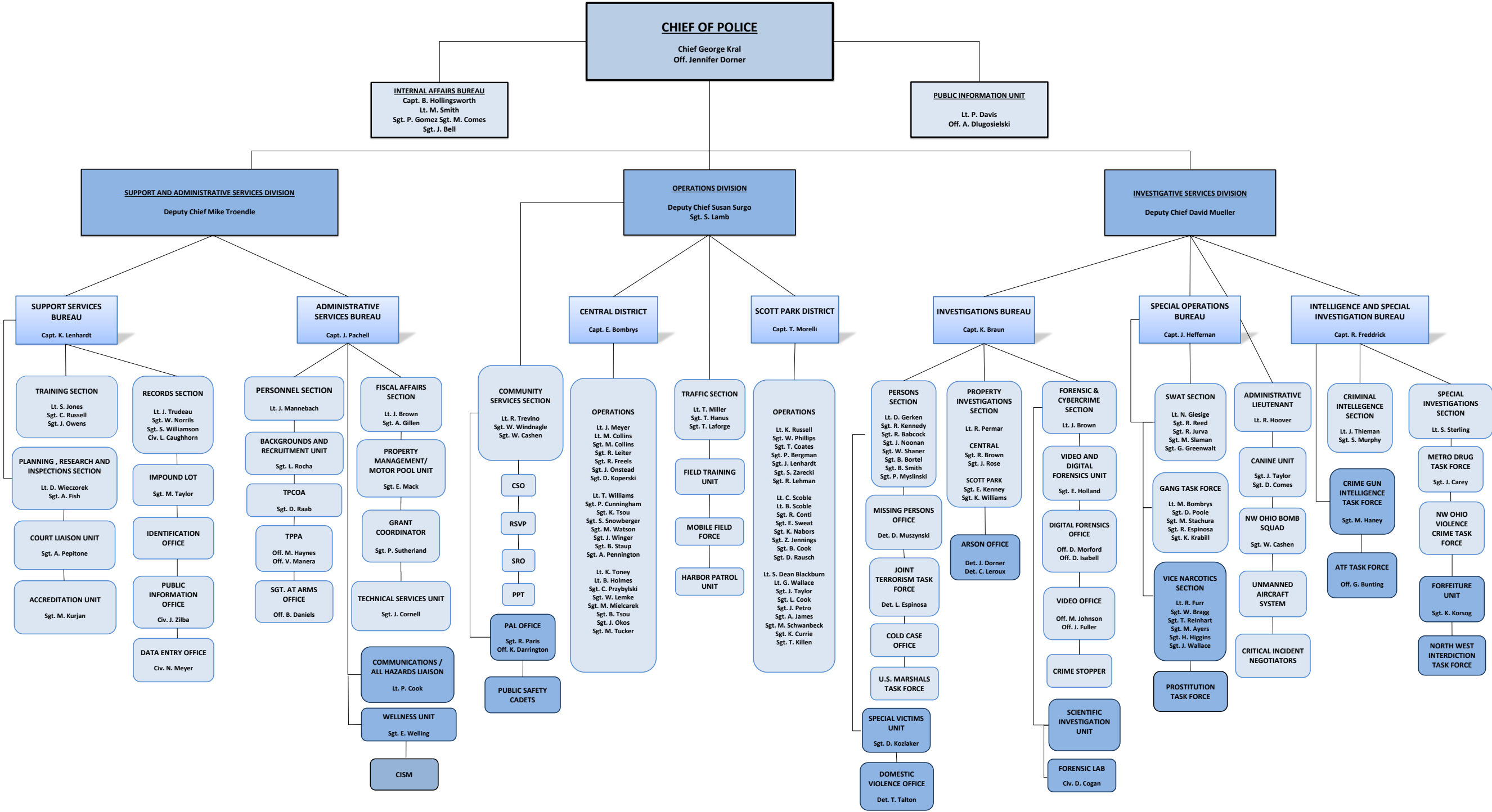
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[signature]



[title]

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[date]



## Attachment C

DIRECTIVE 202.2	<b>TOLEDO POLICE DEPARTMENT</b> <b>STANDARD OPERATING GUIDELINES</b>  CHIEF OF POLICE: 	
EFFECTIVE April 16, 2003		
REVISED December 1, 2012	PART: PERSONNEL CHAPTER: SELECTION	PAGES 1
RESCINDS October 1, 2011	<b>EQUAL EMPLOYMENT OPPORTUNITY PLAN</b>	

### I POLICY

The Toledo Police Department is committed to personnel practices that ensure equal employment opportunity. The department will ensure that all individuals are given equal employment opportunities regardless of race, color, age, religion, national origin, or physical impairment. The Toledo Police Department shall recruit, hire and maintain a diverse workforce. The department will achieve this goal through the use of a fair and job-related selection process. By utilizing a selection process that is administered, scored, evaluated and interpreted in a standardized manner, the department will ensure a fair process.

### II PROCEDURES

#### 1 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

- 1.1 The Toledo Police Department is an Equal Opportunity Employer and actively recruits women and minorities. The Toledo Police Department will continue to strive to develop a workforce that is reflective of the community. In an effort to maintain and enhance the diversity of the workforce, the department will periodically analyze its current workforce makeup to determine if there is an under-utilization of minorities or females.
- 1.2 Prior to each active recruitment effort, a recruitment plan shall be developed to specifically target women and minorities. The recruitment plan shall include recruitment goals and corresponding action plans designed to achieve these goals. The action plans shall include such strategies as the use of advertising as an, "equal opportunity employer", the utilization of radio and print advertisements with media that reaches the targeted group(s), easy access to recruitment presentations and material, and the availability of interest cards at locations around the city.
- 1.3 If an individual has an equal employment opportunity complaint, he may address it by contacting the department's Equal Employment Opportunity Representatives or by directly contacting the City of Toledo Office of Affirmative Action. Employees are not precluded from seeking other equal employment opportunity remedies.
- 1.4 The commander of the Personnel Section will be responsible for the planning and administration of the department's Equal Opportunity Plan.

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



**AND**

**THE CITY OF TOLEDO**



**JANUARY 1, 2021 – MARCH 31, 2024**



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### **2109.01 Toledo Police Command Officers' Association Recognition**

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

### **2109.02 Classifications**

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

<b>CLASSIFICATIONS</b>	<b>SALARY GROUP</b>
<b>Police Sergeant</b>	<b>91</b>
<b>Police Lieutenant</b>	<b>92</b>
<b>Police Captain</b>	<b>93</b>
<b>Secretary of Police</b>	<b>93</b>

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

### **2109.03 Other Agreements**

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

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

### **2109.04 Authorization Card**

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

### **2109.05 Credit Union**

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

### **2109.06 Savings Bonds and United Way and Community Shares**

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

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

### **2109.07 Command Officers' Life Insurance Fund**

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

### **2109.08 Association Dues Deductions**

In recognition of the Toledo Police Command Officers' Association services to the Bargaining Unit and to promote harmonious and stable relationships between the Bargaining Unit and the City, Command Officers upon promotion from Patrol Officer shall meet with a member of the Toledo Police Command Officers' Association to discuss membership in the Toledo Police Command Officers' Association and review the consent form for membership and dues deduction. If a Command Officer signs the consent form, a copy of the member's consent form will be immediately sent to the City of Toledo Division of Payroll.

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

(b) The City of Toledo Division of Payroll will accept cancellations of dues check offs forwarded by the Union and accompanied with a cover letter signed by the Union President

or his/her designee. The cover letter will include the name of the member(s) that submitted a dues cancellation notice. Upon receiving the cover letter, the City will promptly process the request and stop the dues payroll deduction.

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

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

#### **2109.09 Deferred Compensation**

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

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

#### **2109.10 Pledges against Discrimination and Coercion**

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

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

All references to employees(s) in this Title designate both sexes. The City agrees not to interfere with the rights of the employee(s) to become members of the Bargaining

Agent, and there shall be no discrimination, interference, restraint, or coercion by the City or its representatives against any employee activity in an official capacity on behalf of the Bargaining Agent.

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

## **2109.11 Representatives**

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

## **2109.12 Association Business**

~~Beginning January 1, 1992, the~~ The President of the Association shall be released from regular duty full time and be assigned to an administrative schedule to investigate and process grievances and conduct other necessary work related business during working hours. Also the Financial Secretary of the Association will be granted one day union release time each month to complete the Association's financial related business. When representatives who are working hours other than the day shift, are needed occasionally to conduct Association business on the day shift, the office of the Chief will make a reasonable effort to effectuate scheduling changes to accommodate these needs. The representatives shall notify their immediate supervisors that they are leaving their jobs to handle a problem and shall report when returning to work. **In the event the President and Chief determine the nature of an investigation or other union business is sufficiently complex and requires additional assistance, the Chief of Police shall temporarily release a TPCOA board member, of the President's choosing, to assist with such business. The Chief shall not unreasonably withhold mutual consent and release of TPCOA's board member.**

In the event that the President of the Command Officers' Association **has (i) a planned absence or (ii) unexpected absence of multiple days, the Chief of Police shall release a member of the TPCOA board to fill the vacancy as designated by the President.** ~~is absent five (5) or more work days, the Chief of Police shall assign the Vice-President of the Command Officers' Association to full release on the administrative schedule, until the President of the Command Officers' Association returns to duty. The Command Officer replacing the President of the Association on a permanent basis shall be given full time release thirty (30) calendar days prior to his/her departure to accommodate an efficient transition.~~

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

#### **2109.13 Rights to Visit**

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

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

#### **2109.14 Grievance Procedure**

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

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

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

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



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

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

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

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

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

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

## **2109.15 Expedited Labor Arbitration Rules**

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

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

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

There shall be no post hearing briefs.

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

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

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

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

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

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

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

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

#### **2109.16 Command Officers' Bill of Rights**

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

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

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

(b) A Command Officer who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his Constitutional Rights before any questioning starts, and shall not be required to waive said rights. Internal Affairs questioning of the command officer named in the criminal complaint and any administrative charges against that command officer, shall be delayed until after the trial stage of the criminal case provided: (1) the officer involved declines to participate in the administrative investigation and (2) the command officer removes himself/herself from duty without pay.

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

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

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

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

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

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

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

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

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

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

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

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

(o) Investigations by Internal Affairs involving Command Officers with regard to minor violations shall be completed within thirty (30) work days. An individual Command

Officer and the Command Officers' Association shall be notified of the status (minor/major), of any complaint prior to said Command Officer being required to respond to said complaint either in written or oral form. For the purposes of the notification to the Command Officers' Association in this paragraph, notification shall be deemed complete by the placing of a time-stamped memo in the Association mailbox at the Safety Building.

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

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

**(p) All investigations and complaints that fall under the jurisdiction of multiple city entities (such as alleged violations of policies involving workplace violence, discrimination and harassment on legally-protected bases, sexual harassment, or the Americans with Disabilities Act) shall be conducted with Internal Affairs as a single, concurrent investigation and in accordance with the Officers' Bill of Rights.**

## **2109.17 Drug and Alcohol Testing**

### **(1) Policy Statement.**

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

### **(2) Definitions.**

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

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

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

All employees will be informed of the Police Department's drug and alcohol testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs and alcohol on job performance. In addition, the

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

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

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

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

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

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

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

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

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

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

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

#### **(5) Drug Testing Samples**

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

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

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

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

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

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

## **(6) Breath Testing**

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

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

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

An initial positive level of .04 grams per 210 L of breath shall be considered positive for purposes of authorizing a confirming alcohol test. If initial screen results are negative, i.e., below the positive level, testing shall be discontinued, all samples destroyed and records of the testing expunged from the member's personnel file. Only members with screen test results that are positive on the initial screen shall be subject to confirmation testing for alcohol. With respect to confirmation testing, a positive alcohol level shall be .04 grams per 100 mL of blood. If confirmatory testing results are negative, i.e., below the positive level, all records of the testing shall be expunged from the member's personnel file.

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

## **(7) Testing Procedures.**

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

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

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

#### **(8) Disciplinary Action.**

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

#### **(9) Right to Appeal.**

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

#### **(10) Voluntary Participation in a Dependency Program.**

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

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



### **(11) Duty Assignment after Treatment.**

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

### **(12) Right of Association Participation.**

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

### **(13) Association Held Harmless.**

This drug and/or alcohol testing program is initiated solely at the behest of the employer. The Police Department shall be solely liable for any legal obligations and costs arising out of an employee's claims based on constitutional rights regarding the application of this Section of the collective bargaining agreement related to drug and/or alcohol testing. The Association shall be held harmless for the violation of any employee's constitutional rights.

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

### **2109.18 Relief from Duty**

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

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

### **2109.19 Suspension and Disciplinary Action**

When departmental charges are to be filed against a Command Officer, the Chief of Police or the designated Deputy Chief Pro-Tem shall have the charges against the

Command Officer reduced to writing with one copy of the charges to be served on the Command Officer and one copy to be served on the Association. Service to the Association shall be deemed to have occurred when the charges are "time stamped" and placed in the Association mail.

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

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

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

If the Chief appoints a designee, said designee will be identified prior to the hearing. The Command Officer has the right to object to one designee only. All Deputy Chiefs Pro-Tem are eligible for consideration as the designee. **The hearing officer shall not be the complainant.** The Police Chief or his designee shall hear the evidence in support of the charges and the evidence in the defense of the charges and shall endeavor to ascertain the truth of the charges. The Internal Affairs Section shall present all evidence both favorable and unfavorable that has been gathered during its investigation. The Chief of Police shall take whatever disciplinary action is merited based on the evidence he has heard.

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

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

Coercion shall not be utilized to prevent an employee from appealing any decision rendered. The Director of Public Safety shall render judgment in the matter and take actions he deems suitable as provided in the Charter. The decision of the Safety Director with regard to suspension or dismissal of an employee may, at the request of the employee, be

appealed to the Civil Service Commission as Provided in Section 144 of the Charter, or at the discretion of the Association, be submitted to final and binding arbitration.

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

#### **2109.20 Reprimand**

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

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

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

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

#### **2109.21 Retraining**

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

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

notation. The employee shall acknowledge receipt of same by signing and dating the original copy.

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

#### **2109.22 Personal Service Records**

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

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

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

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

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

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

#### **2109.23 Record Retention**

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

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

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

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

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

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

#### **2109.24 Resignation**

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

#### **2109.25 Seniority**

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

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

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

#### **2109.26 Seniority During Industrial Disability**

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

writing.

### **2109.27 Promotions**

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

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

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

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

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

### **2109.28 Performance Evaluation**

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

### **2109.29 Vacancies**

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

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

3 Deputy Chiefs *Pro Tem*

6 Captains

28 Lieutenants

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

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

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

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

All bargaining unit vacancies will be filled within ninety (90) days.

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

### **2109.30 Layoff Procedure**

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

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

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

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

### **2109.31 Recall from Layoff**

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

### **2109.32 Posting Vacancies/Training Opportunities -Schools**

When a vacancy or new assignment occurs, it shall be posted in all Bureaus to allow all Command Officers an opportunity to submit a request for assignment to the vacancy or position prior to the determination of the appointee. Resumes shall be kept on file by the Personnel Section and may be updated by Command Officers at any time. It shall be the responsibility of each Command Officer to update his resume. The resume that is on file in the Personnel Section will be utilized for all requests for assignment or training. Command Officers will not be required to submit a new resume with each new request for assignment or training.

~~Whenever possible, T~~the Toledo Police Command Officers' Association shall be notified at least three (3) days in advance of any announcement, posting or listing for any opening, assignment or vacancy. In addition, said announcement for posting, listing, opening, assignment or vacancy will be read at roll calls for three (3) consecutive days and will remain posted for four (4) additional days. **After bids for vacancies are received, the results of those bids will establish an eligibility list, which will run for a period not to exceed three (3) months from the day of posting.**

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

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

~~Whenever possible, T~~the Toledo Police Command Officers' Association shall be notified at least three (3) days in advance of any seminar, training course, program or school that the Department plans to send a member of the Association.

### **2109.33 Command Officers Reassigned**

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



Reassignment Panel will only hear appeals of Command Officers who have been reassigned. The decision of the Reassignment Panel shall be final and binding.

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

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

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

#### **2109.34 Acting Time**

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

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

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

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

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

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

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

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

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

#### **2109.35 Personal Leave Up to 5 Days**

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

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

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

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

leave was granted.

A leave of absence for more than thirty (30) calendar days may be granted, but the employee granted the leave of absence for more than thirty (30) calendar days shall not be entitled to be returned to the position in the same class or in a class at the same salary group provided a vacancy exists, except in the case of a leave of absence for the purpose of securing a job related educational experience, in which case the employee shall be returned to the Department from which the leave was granted. The exceptions to this provision are as follows: the employee who is on an industrial injury leave and in the City program using the program physician will be entitled to return to work in his classification; and the employee who is on a leave pursuant to the Family and Medical Leave Act of 1993 will be entitled to return as provided therein. If an employee elects to go on workers' compensation pursuant to Section 2109.58, the City may fill that position after thirty (30) calendar days.

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

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

#### **2109.37 Fringe Benefits/Leave**

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

#### **2109.38 Falsification of Request**

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

### **2109.39 Military Pay/Military Leave**

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

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

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

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

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

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

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

#### **2109.40 Maternity Leave**

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

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

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

#### **2109.41 Sick or Injury Leave**

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

#### **2109.42 Workday**

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

#### **2109.43 Work Schedules**

The assignment sheet for the Department shall be posted by the 25th of each month. Except by mutual agreement between the Command Officers' Association and the City, scheduled hours or scheduled days off shall not be changed during the month unless the Command Officer is paid time and one-half (1 1/2). In scheduling extra days as required by the City of the Command Officer, no Command Officer will be required to pay back more than one (1) day in each bi-weekly pay period. Requests by Command Officers to pay back one (1) additional day per FLSA period shall be granted in such work periods wherein the scheduling of additional days would not exceed the maximum non-overtime hour's limitations of the Fair Labor Standards Act.

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

#### **2109.44 Shift Selection**

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

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

3) When a vacancy occurs after the completion of the shift selection process but before September 1st and the Command Officers' Association has not been notified in advance of any status change of the vacancy, such vacancy shall be filled within thirty (30) days. The intent of this section is to provide an opportunity for a Command Officer to obtain a more desirable shift when a vacancy occurs prior to September 1st in a Section

utilizing the shift selection process. In the event that there is no promotional list available when the vacancy occurs during the first nine (9) months, then the vacancy shall be filled through the bidding process not later than September 1st.

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

**4)** Permanent shift selection rights will not be applicable to newly promoted Sergeants in the Field Operations Bureau until they have three (3) complete years in grade. Command Officers in the Investigative Services Bureau shall not have shift selection rights until they have completed three (3) years supervisory experience in the Investigative Services Bureau, including supervisory experience in the Vice-Metro Section. For the purpose of this section of the agreement, time in grade and investigative supervisory experience shall be completed by December 31st of the year preceding the actual assignment.

**5) Where the Chief eliminates a shift or position(s), affected Command personnel may be reassigned to Field Operations where their seniority would have placed them at the beginning of the year.**

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

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

8) In the event 10% of the departmental sworn personnel are laid off and it is necessary to transfer or reassign some Command personnel, the reassignment and transfers will be conducted by the bid process. The reassignments and transfers will last for the

duration of the layoff, at the end of which time the Command Officers will return to their previous assignment.

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

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

#### **2109.45 Starting Time**

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

#### **2109.46 Quitting Time**

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

#### **2109.47 Work in Excess of Regular Workdays**

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

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

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



available for an “on-call” assignment, he or she shall immediately notify the ranking on-duty Command Officer where they are assigned.

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

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

#### **2109.48 Court Appearance Time**

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

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

#### **2109.49 Compensatory Time**

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

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

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

### **2109.50 Holiday Overtime**

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

### **2109.51 Overtime Captains**

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

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

### **2109.52 Recall-Special Events**

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

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

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

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

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

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

Command Officers on a day off because of trades with self of overtime day off would be eligible for recall only if there weren't enough volunteers within the Bureau. However, trade with self and overtime day off would be given recall before Command Officers from other Bureaus. Command Officers who volunteer from other Bureaus will be used before forced recall. If there weren't enough volunteers from the affected Bureau, then reverse seniority recall would be used in that Bureau.

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

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

### **2109.53 Accumulation of Sick Days**

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

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

**B.** Upon ratification, any TPCOA member that has completed twenty-one (21) years of service with the City of Toledo may have up to thirty-three percent (33%) of his/her accumulated sick pay, in excess of sixteen hundred (1,600) hours, converted to compensation time annually. Sick pay selected under this program will be deducted from

the Command Officer's total hours available at the time requested. Employees who accept this benefit will not be entitled to paid extension of sick time, effective with acceptance of this pay. The Command Officer's accrued sick leave shall be reduced by the number of hours converted to cash.

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 payoff. If transferred sick time is held to retirement or resignation, it may be counted together with sick time accrued after December 31, 1990 from the City of Toledo.

D. In an effort to improve attendance and reduce the amount of unscheduled time off, an eligible Command Officer, based on his/her sick time usage in the previous sick year, may annually convert a portion of his/her accumulated sick time into pay. For the purpose of this Section, the sick year is January 1 through December 31. Effective January 1, 2022, a regular full-time Command Officer with five (5) years of service with the City of Toledo may convert up to one hundred (100) hours of accumulated sick time into pay annually, in accordance with the Sick Leave Conversion Table set forth below, provided the Command Officer has accumulated at least six hundred (600) total hours of sick time. In order to continue eligibility for the sick time conversion payout, the Command Officer must maintain a balance of at least six hundred (600) hours of accumulated sick time. Eligibility for this sick time conversion payment will be determined by looking back to the Command Officer's sick time used and accumulated from January 1 through December 31 of the previous year.

**Prior Sick Year Sick Time Usage Conversion**

<u>0 – 16 hours:</u>	<u>1.0 sick hour = 1.0 hour of pay</u>
<u>16.1 – 24 hours:</u>	<u>1.0 sick hour = 0.75 hour of pay</u>
<u>24.1 – 32 hours:</u>	<u>1.0 sick hour = 0.50 hour of pay</u>
<u>Above 32 hours:</u>	<u>Not eligible for sick time conversion payout</u>

An eligible Command Officer electing to utilize the sick time conversion payout is also subject to the following parameters:

1. Command Officers who elect to use sick time to cover FMLA approved leave will have that FMLA sick time count towards the number of sick hours used.
2. A Command Officer also eligible for a payout under 2109.53 (B) of this section, must elect to participate in either the payout under 2109.53 (B) or the payout in Section 2109.53 (D). A Command Officer is not permitted to participate in both Section 2109.53 (B) and 2109.53 (D) in the same year.
3. The maximum annual payout under 2109.53 (D) is one hundred (100) sick time hours.

4. **The maximum annual one hundred (100) sick time hour payout cannot cause an employee to dip below six hundred hours of accumulated sick time.**

#### **2109.54 Bonus Days**

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

**BONUS DAYS - CANCELLATION TABLE**

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

#### **2109.55 Sick Pay Usage**

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

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

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

#### **2109.56 Reporting Proof of Illness**

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

B. When a TPCOA member is off sick for ~~four (4)~~ **five (5)** consecutive work days he/she shall immediately submit a “Statement of Attending Physician” on the form provided by the City substantiating the illness. If the employee remains off work past the time allowed on the initial Statement of Attending Physician, they shall submit additional Statements of Attending Physician as required by the City.

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

#### **2109.57 Sick Pay Extension**

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

#### **2109.58 Injury Pay**

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

(1) A Command Officer sustaining a work related injury that requires medical attention at a medical treatment facility (i.e., sprains, simple fractures, etc.) will be transported to and treated by a program physician or medical facility. The program physician, along with rendering a diagnosis and prognosis, will determine if the employee

is capable of returning to regular duties, whether a transitional work assignment is appropriate, and the necessary rehabilitation plan to be followed; this plan will include the duration of any transitional work assignment not to exceed thirty (30) calendar days and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

(2) Command Officers sustaining a work related emergency/ trauma injury (i.e. life threatening, severe body injury) may be treated at any medical treatment facility to which emergency medical personnel transport them. The employee will subsequently be examined by the program physician. The designated program physician will determine if the employee is capable of returning to regular duties or if a transitional work assignment is appropriate and the necessary rehabilitation plan to be followed; this opinion will include the duration of any transitional work assignment not to exceed thirty (30) calendar days and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

(3) An employee may, after the initial evaluation by the program physician, elect to continue treatment with their personal physician provided the program physician's recommendations are followed.

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

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

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

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

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

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

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

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

(g) An employee working in a transitional work assignment will be compensated at their regular rate of pay. The employee will not be entitled to bid rights, overtime, etc., since the employee is not fit to perform all of the duties of the classification. With regard to the rights of other employees, the employee in the transitional assignment will be deemed not to be working out of classification.

Transitional work assignments will be identified by the Department of Human Resources in consultation with those divisions who have appropriate tasks available. The currently available assignments and the tasks involved in each division will be provided in writing to the Association.

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

(h) With the intent of this injury program being to minimize time away from work and return the healthy employee to active employment as soon as possible, the Joint



Labor-Management Health and Safety Committee (Section 2109.66) will also serve as a Cost Containment Committee for Workers' Compensation.

## **2109.59 Disability Assignments**

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

### **1) Prerequisites:**

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

- a. The Command Officer must qualify for the use of sick leave; and
- b. The City's physician, in his/her sole judgment, must certify that the Command Officer is temporarily incapable of normal assignment but is capable of the available temporary disability assignment; and
- c. An existing assignment must be available, suitable as a temporary disability assignment; provided, however, that a minimum of five (5) assignments shall be available at all times for Command Officers with temporary disabilities and limited capacities apart from those necessary for pregnancies.
- d. Any Command Officer being considered for a disability assignment under this Section shall cooperate in the process of providing the necessary documentation or releases required by the City's physician.

### **2) Conditions:**

The following conditions shall apply to the temporary disability assignment:

- a. The location and nature of the assignment shall be at the sole discretion of the Chief;
- b. The duration of the assignment shall be for the period of the temporary disability as solely determined by the City's physician or a period of one hundred twenty (120) calendar day period, whichever is less;
- c. The Command Officer shall receive full pay and benefits during the period of the temporary disability assignment.
- d. The Command Officer is prohibited from engaging in or accepting secondary employment during the period of the temporary disability assignment.

### 3) Extensions-Non Duty Disabilities:

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

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

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

- i. Is still incapable of normal assignment, and
- ii. Is capable of the available temporary disability assignment, and
- iii. Should be capable of returning to normal assignment after the term of the extension.

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

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

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

### **2109.60 Maternity Pay**

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

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

### **2109.61 Reports to Physician Designated by the City**

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

### **2109.62 Death Benefit**

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

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

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

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

### **2109.63 Hospitalization-Prescriptive Drug-Dental Insurance**

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

(1) Coverage shall be provided to each employee, each employee's spouse, and all unmarried dependent members of the employee's family to age ~~twenty-three (23)~~ **twenty-six (26)** unless superseded by federal or state law. Spouses who are both employed by the City must jointly elect one coverage **under one plan**. A new election may occur after an open enrollment due to circumstances such as layoff, or other separation of one of the spouses, death or divorce. Where spouses who are both employed have dependents from prior marriages for whose hospitalization coverage they are responsible shall be exempt from this joint requirement.

Where the spouse of a City employee has health care coverage through a different employer **and coverage is available through his/her employer's plan**, the spouse **will not be eligible for primary coverage under this Plan**. ~~must enroll in his/her~~

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

**Special consideration will be given to cases of demonstrated hardship due to excessive premiums based on spousal income. An "excessive premium" is identified in the following circumstances:**

**(i) A spouse whose gross base income is less than \$30,000 and who is required to pay 30% or more of their premium cost for employee-only primary coverage;**

**(ii) A spouse whose gross base income is more than \$30,000 but less than \$50,000 must accept their employer's plan for employee-only coverage. However, if the spouse is required to pay 40% or more of their premium cost for family coverage, the eligible Dependents may be eligible to enroll in this Plan as primary and the spouse may be eligible for coverage under this Plan as secondary;**

**(iii) A spouse whose gross base income is more than \$50,000 must accept their employer's plan coverage and must carry any eligible Dependents in accordance with the "Birthday Rule." The spouse and Dependents may be eligible for secondary coverage through this Plan.**

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

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

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

	Single Coverage	Single + 1 Coverage	Family Coverage
Effective with the first full pay period of March 2012	\$48	\$80	\$92
Effective with the first full pay period of July 2013	\$71	\$120	\$129

Effective with the first full pay period of January 2014	\$94	\$160	\$166
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The co-premiums will be made by payroll deduction on a pre-tax basis. Spouses who are both employed by the City of Toledo will only pay one co-premium payment based on the level of coverage selected. The "Birthday Rule" and the "Spousal Exclusion" language in Part A of this section continue to apply to coverage options.

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

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

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

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

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

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

Once a combined in-patient/out-patient maximum of twenty five thousand dollars (\$25,000.00) has been met for alcohol and drug abuse care, no further in-patient benefits will be available. Coverage is limited to a lifetime maximum of twenty five thousand dollars (\$25,000.00). Covered services for a Covered Person's first admission will

be paid at one hundred percent (100%) of the provider's reasonable charge. A second admission will be paid at seventy five percent (75%) of the provider's reasonable charge. A third admission will be paid at fifty percent (50%) of the provider's reasonable charge. After three admissions per lifetime, no further inpatient benefits are available.

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

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

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

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

(1) There shall be a two hundred dollar (\$200.00) co-pay for all emergency room visits, which shall be waived if the individual is admitted, ~~or if the visit is between the hours of 8:00p.m. and 9:00a.m. or on a Saturday after 12:00 noon, or a Sunday.~~ **For an employee who is referred to the ER by his or her primary care physician, or by an urgent care facility, or by a tele-medicine service, that employee may appeal the payment of one-half of the \$200.00 ER co-pay. Any appeal must include written documentation of the referral from the primary care physician, urgent care facility, or tele-medicine service. Any appeal will be reviewed by the City's third-party administrator for health care. Any further subsequent appeal by the employee will be reviewed by the members of the Health Care Cost Containment Committee, whose decision shall be by consensus and shall be final, with no further appeal by the employee.**

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

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

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

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

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

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

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

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

(H) The City shall provide a three-tier closed formulary prescriptive drug purchase program with a co-payment structure of a ~~six dollar (\$6.00)~~ **zero dollar (\$0.00)** co-payment for tier 1 drugs (Generics); a fifteen dollar (\$15.00) co-payment for tier 2 drugs (preferred brand name drugs); and a thirty dollar (\$30.00) co-payment for tier 3 (non-preferred brand name drugs). This program will include a generic drug substitution option. The city shall select the provider for the formulary drug program, who shall group drugs according to determinations made by the provider's therapeutic committee as it deems necessary.

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

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

Type A Services: Preventative - 100%

Type B Services: Major and Minor Restorative - 80%

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

Type C Services: Orthodontia - 60%

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

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



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

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

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

#### **2109.64 The Police and Fireman's Disability and Pension Fund**

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

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

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

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

2013, as contained in section 2109.73 (C).

(E) Effective with the first full pay period of January 2014 the City will pay zero percent (0%) of the employee's pension contribution, and the employee shall be responsible for the entire employee pension contribution (employee payment increased from 8% to 10%). This reduction in pension pickup by the City is in exchange for a 3% increase in the spread between a Sergeant and a Patrolman which is effective the first full pay period of July 2014, as contained in section 2109.73 (C).

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

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

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

#### **2109.65 Safety Equipment and Welfare**

A. The City will provide a Command Officer purchase program plan whereby Command Officers will be able to purchase safety glasses, including prescriptive lenses, through a City program. The purchase program for the safety glasses shall make them available to the Command Officers at sixty (60%) per cent of the cost of the glasses to the City with the remaining forty (40%) per cent to be paid by the Command Officer. Each Command Officer shall receive, for the purchase of two pairs of safety shoes per year, which comply with uniform specifications, reimbursement of one hundred dollars (\$100) per pair. This reimbursement will be paid to each member once in the month of May and again in the month of October, separate check. A \$275 maintenance of physical fitness necessary for effective police work will also be paid to each Command Officer which will be paid by January 31 of each year.

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

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

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

Department holster and the Command Officer will pay the balance.

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

## **2109.66 Provisions for Safety**

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) The committee may ask the advice, opinion and suggestions from experts and authorities on safety matters and recommend to the representative of the Human Resource Development Section that expert and authorities from the Industrial Commission of the State of Ohio Division of Safety and Hygiene and the Toledo Lucas County Safety Council as well as international representatives of the Association be utilized on an as-needed basis as determined by the committee.

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

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

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

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

## **2109.67 Vacations**

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

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

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

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

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

## **2109.68 Paid Holidays**

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

compensated at his regular straight time rate for having worked on those days. He shall be paid a bonus of ten (10) hours for each of the extra days scheduled.

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

#### **2109.69 Funeral Pay**

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

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

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

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

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

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

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

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

#### **2109.70 Jury Duty**

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

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

#### **2109.71 Unemployment Compensation**

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

#### **2109.72 Compensated Time as Time Worked**

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

#### **2109.73 Wage Rates**

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

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

**Association rates effective the first full pay period of January 2021:**

<b><u>Probationary Sergeant</u></b>	<b><u>Hourly Rate</u></b>	<b><u>Daily Rate</u></b>	<b><u>Bi-Weekly Rate</u></b>	<b><u>Annual Rate</u></b>
<b><u>Full Rate</u></b>	38.553	308.422	3,084.224	80,189.824
<b><u>After 5 Years</u></b>	39.555	316.443	3,164.429	82,275.149
<b><u>After 10 Years</u></b>	40.560	324.480	3,244.800	84,364.800

**Sergeant**

<b><u>Full Rate</u></b>	40.160	321.277	3,212.768	83,531.968
<b><u>After 5 Years</u></b>	41.205	329.638	3,296.384	85,705.984
<b><u>After 10 Years</u></b>	42.250	338.000	3,380.000	87,880.000

**Lieutenant**

<b><u>After 5 Years</u></b>	47.384	379.076	3,790.758	98,559.718
<b><u>After 10 Years</u></b>	48.588	388.702	3,887.021	101,062.541

**Captain**

<b><u>After 5 Years</u></b>	53.545	428.364	4,283.635	111,374.515
<b><u>After 10 Years</u></b>	54.905	439.238	4,392.378	114,201.818

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

**Association rates effective the first full pay period of January 2022:**

<b><u>Probationary</u></b>	<b><u>Hourly</u></b>	<b><u>Daily</u></b>	<b><u>Bi-Weekly</u></b>	<b><u>Annual</u></b>
<b><u>Sergeant</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>
<b><u>Full Rate</u></b>	40.095	320.759	3,207.593	83,397.417
<b><u>After 5 Years</u></b>	41.138	329.101	3,291.006	85,566.155
<b><u>After 10 Years</u></b>	42.182	337.459	3,374.592	87,739.392
<b><u>Sergeant</u></b>				
<b><u>Full Rate</u></b>	41.766	334.128	3,341.279	86,873.247
<b><u>After 5 Years</u></b>	42.853	342.824	3,428.239	89,134.223
<b><u>After 10 Years</u></b>	43.940	351.520	3,515.200	91,395.200
<b><u>Lieutenant</u></b>				
<b><u>After 5 Years</u></b>	49.280	394.239	3,942.389	102,502.107
<b><u>After 10 Years</u></b>	50.531	404.250	4,042.502	105,105.042
<b><u>Captain</u></b>				
<b><u>After 5 Years</u></b>	55.687	445.498	4,454.981	115,829.496



<u>After 10 Years</u>	57.101	456.807	4,568.073	118,769.890
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**Effective the first full pay period of January 2023 the rates which were effective in January of 2019 shall be increased by four percent (4.0%).**

**Association rates effective the first full pay period of January 2023:**

<b><u>Probationary Sergeant</u></b>	<b><u>Hourly Rate</u></b>	<b><u>Daily Rate</u></b>	<b><u>Bi-Weekly Rate</u></b>	<b><u>Annual Rate</u></b>
<b><u>Full Rate</u></b>	41.699	333.590	3,335.897	86,733.314
<b><u>After 5 Years</u></b>	42.783	342.265	3,422.646	88,988.801
<b><u>After 10 Years</u></b>	43.870	350.958	3,509.576	91,248.968
 <b><u>Sergeant</u></b>				
<b><u>Full Rate</u></b>	43.437	347.493	3,474.930	90,348.177
<b><u>After 5 Years</u></b>	44.567	356.537	3,565.369	92,699.592
<b><u>After 10 Years</u></b>	45.698	365.581	3,655.808	95,051.008
 <b><u>Lieutenant</u></b>				
<b><u>After 5 Years</u></b>	51.251	410.008	4,100.084	106,602.191
<b><u>After 10 Years</u></b>	52.553	420.420	4,204.202	109,309.244
 <b><u>Captain</u></b>				
<b><u>After 5 Years</u></b>	57.915	563.318	4,633.180	120,462.676
<b><u>After 10 Years</u></b>	59.385	475.080	4,750.796	123,520.686

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

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

as follows:

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

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

**B.** After twenty-six full years from the date of appointment to the Department, Command Officers shall be paid an annual payment of two percent (2%) of the 1988 annual base of the applicable Command rank, which shall not be added to their base rate. The amount shall be paid during the week which they begin their seventh (27th) year of service.

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

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

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

#### **2109.74 Career Enhancement Program**

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

to provide compensation for advanced education as well as certain designated skills or a combination of formal educational and professional training. The Career Enhancement Program is an alternative career path which as designed will assist in retraining as well as creating highly motivated and skilled Command Officers. The net result will be an economic asset to the City of Toledo.

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

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

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

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

#### College and/or Degrees

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

#### Specialty Assignments

ISB Command Officers	2%
ISB Senior Command Officers (15 years seniority)	<u>3%</u>
Senior Special Operations Bureau Command Officers (15 years seniority)	4%
Special Operations Bureau Command Officers	2%
<b><u>Intelligence and Special Investigation Bureau Command Officers (15 years seniority)</u></b>	<b><u>4%</u></b>
<b><u>Intelligence and Special Investigation Bureau Command Officers</u></b>	<b><u>2%</u></b>

Senior FOD Command Officers (15 years seniority)	2.5%
FOD Command Officers	2%
Bomb Squad Command Officers	4%
Senior Command Officers (15 years seniority)	2%
Canine Unit	2%
<b><u>Senior Canine Unit</u></b>	<b><u>2.5%</u></b>
Motorcycle Unit	4%

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

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

### **2109.75 Senior Command**

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

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

### **2109.76 Educational Reimbursement**

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

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

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

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

#### **2109.77 Clothing Allowance**

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

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

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

#### **2109.78 Overnight Pay**

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

#### **2109.79 Travel Allowance**

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

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

mileage arising under this Section shall be on a monthly basis in a fashion similar to Shift Premium pay.

#### **2109.80 Termination and Severance Pay**

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

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

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

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

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

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

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

#### **2109.81 Shift Premium**

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

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

#### **2109.82 Stress Allowance**

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

#### **2109.83 Time Bank**

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

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

#### **2109.84 Payday**

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

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

Command Officer, the City will deduct said overpayment from the next pay check.

- e) When a Command Officer elects to receive his bonus payment and/or accumulated compensatory time in lieu of days off as provided in Section 2109.68 (Paid Holidays) he may receive such payment in a separate check on a quarterly basis.

The Commissioner of Accounts will determine said dates of payment.

## **2109.85 Rules and Regulations**

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

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

## **2109.86 Retirement - Service Weapon**

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

## **2109.87 Other Employment Compatibility**

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

## **2109.88 Trade Days Off**

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



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

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

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

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

#### **2109.89 ~~Fatal Force/Mortal Wounding~~ Critical Incidents**

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

**Anytime a Command Officer is involved in a Critical Incident,** ~~t~~The Command Officer shall receive the necessary time off to relieve the stress which has resulted from the **critical incident**, ~~use of fatal force/mortal wounding~~. The duration of the time shall be at the discretion of the Chief of Police.

**A Critical Incident is defined as: “any event which has emotional power to overwhelm a person’s common effective abilities to cope.”**

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

#### **2109.90 Administrative Responsibility**

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

### **2109.91 Savings Clause**

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

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

### **2109.92 Continuation of Services**

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

### **2109.93 Wellness and Fitness.**

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

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

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

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

adverse employment action.

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

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

1. No records shall be maintained that identify an individual Command Officer and show his/her performance on any aspects of the evaluation. Only Command Officers will receive their individual results. Together with their results, officers will also be provided with information on improving their physical condition.
2. No command officer shall be subject to discipline or other sanction as a result of his participation in the wellness/fitness evaluation. Only those officers deemed unable to take the test shall be excused. The Wellness Panel shall discuss any dispute regarding participation with the understanding that participation is mandatory.
3. A four person panel comprised of two representatives of the TPCOA and two selected by the Chief shall convene after the administration of the first evaluation to discuss any issues from the scheduling and conduct of that evaluation.
4. No data whatsoever shall be created from the results of the evaluation until the Wellness Panel (a) mutually agrees that such record will not constitute a public record; or (b) agrees upon an acceptable format for the record; or (c) agrees upon some other resolution. The City reserves the right to discontinue the Wellness Plan if the statistical record issue is not satisfactorily resolved. If the issue is resolved, as set forth above in 4 (a), (b), (c) then any statistical record created from the results of evaluations shall only show numbers of Command Officers evaluated in various demographic groups and their aggregate evaluation results. Such statistical records shall be release to the four person panel. The panel shall then review and discuss those results.
5. The results of the evaluations or this program shall not be used in future bargaining in support of any proposal toward compelled compliance with evaluation results; nor shall results be used to support any proposal providing a right of disciplinary action based upon individual evaluations.
6. Any records maintained by the wellness/fitness provider for purposes of generating statistical reports shall only be retained until the next report is generated. Statistical reports may be retained indefinitely, subject to the conditions contained herein.
7. Neither the City nor the Toledo Police Department shall volunteer the results of the

evaluation to any other entity.

8. If the City of Toledo publicly discloses (or is required to disclose) any individual results for any Command Officer under this program, or the program is discontinued, the TPCOA and its members shall no longer be required to participate in the program.

#### **2109.94 Mid-Term Bargaining**

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

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

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

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

## 2109.95 Termination

This Chapter of the code, **which was executed on November 23, 2021**, shall be effective as of the first day of January **2021** and shall remain in full force and effect until March 31, **2024**.

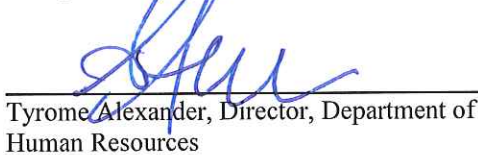
This Chapter of the Code shall remain in full force and be effective during the period of any negotiations to arrive at a renewal agreement.

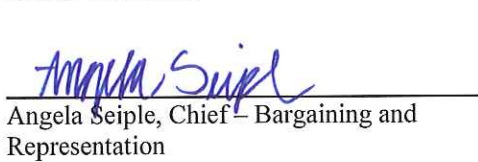
### For the City of Toledo:

  
Wade Kapszukiewicz, Mayor

  
Karen Poore, Safety Director

  
George Kral, Police Chief

  
Tyrome Alexander, Director, Department of Human Resources

  
Angela Seiple, Chief - Bargaining and Representation

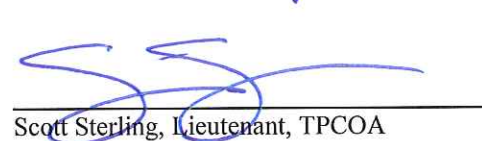
### Toledo Police Command Officer's Ass'n

  
Rebecca Shope, Attorney

  
Daniel Raab, Sergeant, TPCOA

  
Erik Welling, Sergeant, TPCOA

  
Roy Kennedy, Sergeant, TPCOA

  
Scott Sterling, Lieutenant, TPCOA

DATE: 11/23/2021

**AGREEMENT  
BETWEEN THE  
CITY OF TOLEDO**



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



**JANUARY 1, 2021 – MARCH 31, 2024**

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

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

## **2129.02 Classifications**

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

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

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

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

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

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

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

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

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

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

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

### **2129.03 Field Training Officer**

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

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

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

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

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

The FTO Selection Committee will consider the following criteria:

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

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

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

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

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

**(F) An FTO Officer may be required to temporarily switch shifts to train new Police Officers in the FTO Program. FTO Officers will be moved to other shifts on a voluntary basis first, then by reverse seniority. A list of FTOs shall be established by Department seniority. The list shall rotate to equally distribute forcing FTOs to switch shifts. No FTO shall be required to switch shifts a second time until the rotating list has been exhausted, and no FTO shall be required to work more than one (1) month on an off shift. Once their training responsibilities are fulfilled, the FTO Officer shall return to his or her original shift in accordance with Section 2129.45 "Work Schedules."**

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

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

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

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

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

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

### **2129.031 Corporal Stipend**

Effective July 1, 2016, once Police Officers have achieved ten (10) years of continuous service with the City of Toledo, they will be designated as Corporals. In addition, Police Officers achieving ten (10) years service thereafter shall receive the Corporal Stipend upon their ten- (10) year anniversary date. The stipend shall be paid, as set forth below, every year thereafter. However, those officers shall retain the classification of Police Officer pursuant to and for all provisions of this Agreement, including, but not limited to, Sections 2129.01 "Recognition of the Toledo Police Patrolman's Association, Local 10, I.U.P.A. - A.F.L. - C.I.O." and 2129.02 "Classifications."

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

### **2129.04 Federally Funded Positions**

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

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

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

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

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

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

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

(a) In recognition of the Toledo Police Patrolman's Association's services (herein referred to as the T.P.P.A.) to the bargaining unit and the Toledo Police Patrolman's Association's role in

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

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

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

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

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

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

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

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

## **2129.07 Credit Union**

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

**Effective January 1, 2022, all employees must enroll, and remain, in the current direct deposit program for employee paychecks for the duration of their employment.**



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

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

#### **2129.09 Police Insurance Fund**

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

#### **2129.10 Deferred Compensation**

The City shall make available during the term of this agreement the opportunity for all employees to participate through payroll deduction in a Deferred Compensation Plan (Section 401-K Plan or Section 457 Plan) developed and administered by a provider designated by a joint labor management committee, set up and chaired by the Association.

#### **2129.11 Pledge Against Discrimination and Coercion**

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

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

The City agrees not to interfere with the rights of employees to become members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the City or its representatives against any employee activity in an official capacity on behalf of the Association.

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

#### **2129.12 Bulletin Boards**

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

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

by the City.

Bulletin board placement shall be mutually agreed upon.

### **2129.13 Representatives**

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

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

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

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

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

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

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

The Association elections shall be conducted in the two (2) district stations and the City agrees to permit two (2) police officers as designated by the Association President to provide security for the period of the election at each station. The maximum number of officers selected from a particular district station shift for purpose of election security shall be two (2). Additional officers may be selected from the shift to assist in filling the two (2) security positions at the other

district station if recall is not generated. The Association President agrees to assign off-duty personnel to provide the security when practical. Union business hours are not eligible and do not count toward FLSA shift hours.

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

The Association is entitled to have four representatives (excluding the President and the designee of the President) released for contractual negotiations. The members of the Association bargaining team shall receive seventy-five (75) days release time prior to the expiration of this Agreement. The bargaining team members will remain on release until the Agreement is ratified by the respective Parties. Any other release time for preparation of the latter shall be as needed with any dispute over release time being resolved with an agreed upon third party on an expedited basis.

#### **2129.14 Grievance Procedure**

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

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

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

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

"Work days" for purposes of all provisions of this collective bargaining agreement shall

be Monday through Friday, excluding major holidays. Any reference to days herein, unless specified as calendar days, shall be considered as "work days".

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

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

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

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

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

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

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

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

### **2129.15 Expedited Labor Arbitration Rules**

The City and the Association shall jointly establish a list which will be defined as an Expedited Labor Arbitration Panel. All grievances referred to this Panel will be by mutual agreement.

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

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

There shall be no post hearing briefs.

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

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

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

The award shall be rendered promptly by the Arbitrator and, unless otherwise agreed by

the parties, not later than five (5) work days from the date of the close of the hearing.

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

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

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

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

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

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

#### **2129.17 Legal Counsel**

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

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

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

Upon mutual agreement between the person who should answer the grievance at each step and the Association, any step or steps in this procedure may be combined, to accelerate the resolution of the grievance. Each person responsible to answer at each step shall make an immediate decision as to whether the grievance is to be advanced. Upon mutual agreement, the

time limits set forth herein may be extended providing such extension is agreed to by both sides in writing.

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

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

B. An employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his Constitutional Rights before any questioning starts. Internal Affairs questioning of the Officer named in the criminal complaint and any administrative charges against that Officer, shall be delayed until after the trial stage of the criminal case provided: (1) the Officer involved declines to participate in the administrative investigation and (2) the Officer removes himself/ herself from duty without pay.

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

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

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

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

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

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

H. When an employee suspected of a violation is being interrogated in an Internal Affairs investigation, such interrogation shall be recorded at the request of either party.

I. An employee who has been charged with a violation of any Departmental policies, or

Rules and Regulations, shall upon request be provided the opportunity to inspect and obtain written statements and any other material as a condition to its use at a hearing on such charge.

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

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

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

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

M. When an employee is to be interviewed in an investigation of any other member of the Police Department, such interview shall be conducted in accordance with the procedure established herein.

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

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

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

Major complaint investigations, other than criminal complaints involving felony violations, shall be completed within one hundred (100) calendar days after filing of the original D.I.F. unless upon request to the Safety Director an extension of time for such investigation to be completed is granted. The Association must be notified of the Safety Director's decision upon the granting of an extension request.

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

An additional fifteen (15) calendar days shall be provided beyond the forty-five (45) and one hundred (100) day limits above in cases where the investigation is not initiated in the Internal



Affairs Section although a D.I.F. has been filed.

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

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

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

## **2129.20 Drug and Alcohol Testing**

### **1. Policy Statement**

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

### **2. Definitions**

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

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

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

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

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

- a. Where there is reasonable suspicion that the Police Officer to be tested is using or abusing illegal drugs.
- b. Where there is reasonable suspicion that the Police Officer to be tested is using or abusing alcohol while on duty.
- c. An off-duty officer who is engaged in misconduct as defined in the Department Manual who either identified himself as a police officer in an attempt to mitigate the issue of his/her misconduct or acts under the color of their authority may be subjected to alcohol testing. For purpose of this paragraph c., a “positive test result” is defined as .08 BAC or above. An off-duty officer who tests positive will be required to attend and complete mandatory treatment counseling. A positive test result in and of itself is not the basis for an additional disciplinary action.
- d. When an employee is required to submit to alcohol/drug testing while off-duty they shall be compensated per Section 2129.50 “Work in Excess of Regular Workday.”
- e. Those officers who are permanently or temporarily assigned to work the following: Property Room, Forfeiture/Bulk Cash Task Force, Gang Task Force, Vice Narcotics, Special Investigation Section, Special Weapons and Tactics, Metro Drug Task Force, Bomb Squad, and Canine Unit may be tested once annually for drugs and/or alcohol.
- f. Those officers on a promotional eligibility list may be tested prior to promotion.
- g. After any vehicular accident in which an employee is the driver at fault, the employee may be tested for drug and/or alcohol use at the Chief’s discretion.

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

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

## 5. Urine Samples

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

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

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

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

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

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

## 6. Breath Testing

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

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

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

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

## 7. Testing Procedures

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

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

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

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

Where a positive report is received, urine specimens shall be maintained under secured

storage for a period of not less than one (1) year.

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

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

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

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

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

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

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

## 8. Disciplinary Action

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

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

## 9. Right to Appeal

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

## 10. Voluntary Participation in a Dependency Program

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

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

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

## 11. Duty Assignment After Treatment

Once an employee successfully completes rehabilitation and is fit for duty, the officer shall be returned to the regular duty assignment, except that the officer's return to Property Management, Forfeiture/Bulk Cash Task Force, Gang Task Force, Vice Narcotics, Special Investigation Section, Special Weapons and Tactics, Metro Drug Task Force, Bomb Squad, and Canine Unit shall be at the discretion of the Chief of Police. Officer reassignment during treatment shall be at the discretion of the Chief of Police based on each individual's circumstances. If follow-up care is prescribed after treatment, this may be imposed as a condition of continued employment. Once treatment and any follow-up care is completed, at the end of two years the records of treatment and positive drug test results shall be retired to a closed medical record. The Chief of Police or his designee shall have the right to test the employee up to four (4) times in the calendar year following the officer's return to work in a full duty status. The police officer shall be given a fresh start with a clean administrative record. Except that discipline records shall be retained as is provided for in Section 2129.25 "Disciplinary Record Retention."

## 12. Right of Union Participation

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

## 13. Union Held Harmless

This drug and alcohol -testing program is initiated solely at the behest of the employer. The Police Department shall be solely liable for any legal obligations and costs arising out of employees' claims based on constitutional rights regarding the application of this Section of the collective bargaining agreement relating to drug and alcohol testing. The Union shall be held

harmless for the violation of any employee's constitutional rights.

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

#### **2129.21 Firearms Review Board**

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

#### **2129.22 Relief from Duty**

No employee shall be relieved from duty without first being afforded the right to a hearing as provided in Section 2129.23 "Suspension or Disciplinary Action," except where it is necessary to immediately relieve the employee from duty for the safety and welfare of the community, or to preserve the good order and discipline of the Department.

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

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

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

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

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

If the Chief or his designee recommends the suspension of an employee, then he shall forthwith, in writing, certify to the Director of Public Safety the fact of such suspension. Within five (5) days from the receipt of such certification the Director of Within five (5) days from the receipt of such certification the Director of Public Safety shall proceed to inquire into the cause of

the suspension as provided in Section 143 of the Charter of the City of Toledo. The Director of Public Safety at his discretion may conduct a hearing on the suspension as provided in the Charter and the employee shall have the right to be represented at such hearing.

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

The decision of the Safety Director with regard to the suspension or dismissal of an employee may, at the request of the employee, be appealed to the Civil Service Commission as provided in Section 144 of the Charter or, at the discretion of the Association, be submitted to final and binding arbitration.

#### **2129.24 Reprimand**

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

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

#### **2129.25 Disciplinary Record Retention**

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

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

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

Commencing January 1, 1994 and thereafter all disciplinary records maintained by the

City that exceed the above retention schedule shall be destroyed. The City may maintain a statistical record showing numbers, types, and levels of discipline and a statistical profile of officers' disciplined, but shall not maintain any records identifying individual officers beyond the specified periods.

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

#### **2129.26 Personal Service Record**

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

- (A) All reprimands shall be removed from the Personal Service Record after two (2) years from the date of the reprimand.
- (B) All suspensions of less than thirty (30) days shall be removed from the personal service record after three (3) years from the date of the suspension.
- (C) Any suspension of thirty (30) days or more, shall be removed from the Personal Service Record after five (5) years from the date of the suspension.
- (D) Suspensions, as set forth in (B) and (C) above, may be removed after two (2) years from the date of the suspension at the discretion of the Chief of Police.

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

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

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

#### **2129.27 Resignation**

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



## **2129.28 Interviews Upon Employment Termination**

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

## **2129.29 Seniority**

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

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

## **2129.30 Bidding for Assignment**

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

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

Category 3 bids shall require three (3) years of Field Operations experience after

graduation from the TPD Academy before being able to bid on a vacancy. An officer must be off probation before being able to bid for a Category 1 bid.

After the bids are received, the results of these bids will establish an eligibility list which will run for a period not to exceed three (3) months (or the life of this Section, whichever is less) from the day of posting unless extended at the discretion of the Chief for an additional three (3) months. When new vacancies occur, additional bids will not be accepted within the period of the list.

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

### **2129.31 Filling Vacant Positions**

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

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

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

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

Training Section – Academy, Administrative Staff, Special Operations Bureau, Planning, ~~and Research~~ **and Inspections** Section, Grants, Accreditation, and Inspections Section, False Alarms, **B.R.E.W. Team**, ~~E.A.P./Peer Support~~, Technical Services Unit, Motor Pool Office, ~~and~~ Property Management Unit, **Task Forces, and the Public Information Office.**

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

**The Parties agree that a Section or Unit cannot be disbanded and a similar Task Force created in its place. In the event that an Officer is removed from a Task Force, he or she may choose to go back to the unit he or she came from, or go back to Field Operations.**

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

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

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

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

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

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

Training Section – Range  
Court Liaison Unit  
Community Services Section  
PAL Office  
~~Motorcycle Unit~~  
Canine Unit

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

**Video and Digital Forensic Unit**  
**SIU (Scientific Investigation Unit)**  
Backgrounds and Recruitment Unit

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

Written testing and/or task performance	40 point maximum
<ul style="list-style-type: none"><li>• Each panel member ranks on a scale of 1-40</li><li>• The average of the panel is the applicant's score</li><li>• Must utilize standardized questions not repeated from previous processes</li></ul>	

Oral interview	40 point maximum
<ul style="list-style-type: none"><li>• Each panel member ranks on a scale of 1-40</li><li>• The average of the panel is the applicant's score</li><li>• Must utilize standardized questions not repeated from previous processes</li></ul>	

Education	4 point maximum
• Associate Degree/Junior Status or >40 hours of specialized training	1 point
• Bachelor Degree	3 points
• Postgraduate Degree	4 points

The categories are not cumulative

Discipline	5 point maximum
• All suspensions	-10 points
• 2 or more reprimands	-4 points
• 1 reprimand	<del>0</del> <u>-2</u> points
• No discipline	5 points

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

Evaluation	5 point maximum
• Unacceptable	-3 points
• Acceptable	2 points
• Excellent	5 points

Seniority	4 point maximum
• 5-9 years	2 points
• 10-14 years	3 points
• 15+ years	4 points

Sick Time Usage	2 point maximum
• Average 2 sick days or less per year for a 3-year period	2 points
• Average 3 - 4 sick days	0 points
• Average 5 or more sick days per year for a 3-year period	-5 points
• Average 10 or more sick days per year for a 3-year period	-10 points

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

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

Selection will be made in the following manner:

- The most qualified candidates will consist of those that registered an actual score of 70 points or higher.
- Only the most qualified candidates will be considered for assignment.
- The first vacancy filled will be from the person scoring the most points and the second selection will be made by administrative selection. The subsequent selections will alternate between rank order (next highest on the list) and administrative selection. This pattern of selection will continue for the duration of the eligibility list as defined in Section 2129.30 (Bidding for Assignment).
- If a subsequent eligibility list, involving the same position, is established within twelve (12) months of the initial eligibility list, the first vacancy will be filled by the administrative selection and the second selection will be the person scoring the most points. The subsequent selections will alternate between administrative selection and rank order (next highest on the list). This pattern of selection will continue for the duration of the eligibility list as defined in Section 2129.30 (Bidding for Assignment).
- Any subsequent eligibility lists, involving the same position, established within twelve (12) months of the date that the initial eligibility list was established, shall rotate first selections between rank order and the administrative selection. After an eligibility list is established, at least one (1) person must be selected off the list before it expires. In the event at least one (1) person is not selected off an eligibility list and a new eligibility list is established, the order of selection will remain the same as it was on the expired list.
- If none of the candidates score at least 70 points, the position shall be rebid.

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

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

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

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

(C) When an Officer has been assigned to a vacant position under the second and third categories, the Officer will retain the assignment except where there are general changes of assignment or where there is just cause for removal. Prior to removal, an officer shall have the right to meet with the Chief of Police to discuss the removal. Officers assigned to the Tactical

Operations Team and the Drug and Gang Reduction Team shall serve in a six (6) month probationary period.

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

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

### **2129.32 Career Enhancement Program**

#### **1. PURPOSE**

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

#### **2. THE PROGRAM**

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

#### **3. ENTRY INTO THE PROGRAM**

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

- A. A minimum of three (3) full years from the date of appointment to the Police Department.
- B. Concurrence by the CEP Committee (defined herein).
- C.
  - (1) All police officers who wish to be placed within the program must submit their respective application to the Commander of Personnel.

(2) Applications will be reviewed annually and shall be submitted on the Career Enhancement Application Form after November 1st and by November 30th of each year. Points shall be based upon achievement as of December 31.

(3) Movement of an officer into one of the CEP pay steps shall not be considered as a promotion under City Charter or Civil Service Rules.

D.

(1) It shall be the full responsibility of the officer to properly complete the application form (as established) as well as to provide such documentation/materials which will enable the CEP committee to make a determination.

(2) Documentation for specialty assignments shall include but not be limited to the following: assignment record or supervisory memorandum showing service of three

(3) months in the specialty assignment since the preceding January 1st. Provided, however, Field Training Officers shall be eligible for assignment points for any year in which they serve one day or more. No assignment points shall be provided in years they have not served at least one day as a F.T.O. Documentation for academic accomplishments shall be by diploma or certified transcript.

#### 4. COMPENSATION FOR SUCCESSFUL COMPLETION

A. Compensation for the successful completion of any step contained in this program shall be defined in the Collective Bargaining Agreement and shall be automatic.

B. Payment shall be based upon the following conversion factor: each five (5) points = one-half of one percent (0.5%).

C. Payment for each year of eligibility will occur in January of the following year in a lump sum payment by special check based upon the appropriate percentage of the base annual full rate effective in January of the prior year. Payments shall be made in January of **every year**. Officers who leave the City in good standing during the year shall receive upon application a pro rata payment as part of their severance pay.

#### 5. APPLICATION CRITERIA

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

#### 6. COLLEGE/DEGREES

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

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

7. SPECIALTY ASSIGNMENTS	POINTS
I.S.B. Investigators	20
Sr. I.S.B. Investigators (over 15 yr. w/Dept.)	30
Drug and Gang Reduction (after 6 months)	20
Sr. Drug and Gang Reduction (over 15 yrs. w/Dept., after 6 months)	40
Tactical Operations Officers	20
Sr. Tactical Operations Officers (over 15 yrs. w/Dept.)	40
FOD Sr. Patrol Officers (over 15 yrs. w/Dept.)	20
Sr. Officers (over 15 yrs. w/Dept. and assigned outside F.O.D. or I.S.B., for life of the agreement)	20
Field Training Officers (in yrs. serving as FTO)	10
Sr. Field Training Officers (in yrs. serving as FTO and over 15 yrs. w/Dept.)	30
Accident Reconstructionist (assigned to F.O.D.)	10
Sr. Accident Reconstructionist (over 15 yrs. w/Dept. assigned to F.O.D.)	30
Hazardous Device Unit	40
Forfeiture/ Bulk Cash Unit	20
Sr. Forfeiture/ Bulk Cash Unit (over 15 yr. w/Dept.)	40
Metro Drug Task Force Unit (after 6 months)	20
Sr. Metro Drug Task Force Unit (over 15 yr. w/Dept. after 6 months)	40
Motorcycle Unit	40
FOD Canine Unit Handler	20
Aviation Unit	40
Special Intelligence Group	20
Sr. Special Intelligence Group (over 15 yr. w/Dept.)	40

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

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

## 8. CEP COMMITTEE

The Committee shall be composed of two (2) representatives: one (1) from the Association and one (1) from the Administration. Any expansion of the committee shall be by agreement of



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

## **9. WAGE RATES**

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

### **2129.33 Training Courses**

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

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

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

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

### **2129.34 Military Service**

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

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

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

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

service. Sick leave accrued prior to the date of an employee's entrance into the military service shall be preserved until his return to City employment.

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

#### (C) Military Pay

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

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

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

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

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

### **2129.36 Layoff Procedure**

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

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

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

### **2129.37 Recall From Layoff**

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

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

### **2129.38 Acting Time**

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

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

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

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

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

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

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

A leave of absence for more than thirty (30) calendar days in a calendar year may be granted by the City. An employee on an approved leave of absence for more than thirty (30) calendar days in any calendar year shall not receive hospitalization-surgical-drug prescription benefits during the period of such leave. However, the employee may arrange to prepay through the Division of Accounts the premiums necessary to continue the employee's hospitalization-surgical-drug prescription-life insurance benefits in force during the period of time exceeding thirty (30) days the employee is on leave.

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

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

An employee on an approved leave of absence shall continue to accumulate seniority during the period of his absence. An employee on an approved leave of absence of thirty (30) calendar days in any calendar year or less shall have his hospitalization and surgical insurance and group insurance death benefit continue in force by the City. An employee on an approved leave of absence for more than thirty (30) calendar days in any calendar year shall not receive fringe benefits during the period of such leave, however, an employee may arrange to prepay through the Division of Accounts the premiums necessary to continue the employee's hospitalization and surgical insurance and group insurance death benefit in force during the period of time the employee is on leave. The exceptions to this benefit curtailment are a leave pursuant to the Family and Medical Leave Act of 1993 or an industrial injury leave as provided in this Chapter.

### **2129.41 Family Leave**

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

Application for such leave will be made on the approved form. The Police Officer, in the event of extended disability resulting from pregnancy or childbirth, shall be entitled to use his/her accumulated sick time, bonus days and vacation days, and may submit a request to the Director of Human Resources for extended sick benefits. The employee's prior work record with regard to his/her usage of sick days and his/her seniority will be taken into account in determining eligibility for such extension. In the event the requested extension is denied, then the employee may be placed on leave of absence as provided in Section 2129.39, "Personal Leave of Absence".

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

#### **2129.42 Disability Assignments**

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

##### **1. PREREQUISITES:**

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

- a. The Officer must qualify for the use of sick leave; and
- b. The City's physician, in his/her sole judgment, must certify that the Officer is temporarily incapable of normal assignment but is capable of the available temporary disability assignment; and
- c. An existing assignment must be available, suitable as a temporary disability assignment; provided, however, that a minimum of ten assignments shall be available at all times for officers with temporary disabilities and limited capacities apart from those necessary for pregnancies.

##### **2. CONDITIONS:**

The following conditions shall apply to the temporary disability assignment:

- a. The location and nature of the assignment shall be at the sole discretion of the Chief;
- b. The duration of the assignment shall be for the period of the temporary disability as solely determined by the City's physician or a ninety (90) calendar day period, whichever is less;
- c. The Police Officer shall receive full pay and benefits during the period of the temporary disability assignment;

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

### 3. EXTENSIONS - NON-DUTY DISABILITIES:

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

- a. The Officer's disability was sustained in a manner that would qualify the Officer for sick pay; and
- b. The City's physician, in his/her sole discretion, has certified that the Officer;
  - (i) is still incapable of normal assignment, and
  - (ii) is capable of the available temporary disability assignment, and
  - (iii) should be capable of returning to normal assignment within the term of the extension; and
- c. A medical review will occur prior to the granting of any extension, and may occur during the term of the extension to determine the Officer's capability of returning to work; and
- d. Police Officers who are incapable of returning to normal assignment within the period of their temporary disability assignment will take such leave as they may be entitled under other provisions of this agreement.

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

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

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

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

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

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

#### **2129.45 Work Schedules**

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

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

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

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

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

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

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

#### **2129.46 Permanent Shifts**

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

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

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

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

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

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

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

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

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

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

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

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



regards to junk vehicle, inventory, etc.

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

#### **2129.47 Starting Time**

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

#### **2129.48 Quitting Time**

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

#### **2129.49 Workday**

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

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

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

#### **2129.50 Work in Excess of Regular Workday**

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

The Chief or Deputy Chief in charge of the affected District Station, Division, Section or Unit shall determine when it is necessary to utilize Patrol Officers, including investigators, for on-call purposes. Whenever possible, on-call assignments shall be made on the basis of equal rotation. Members of the TPPA may not refuse on-call assignments.

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

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

#### **2129.51 Court Appearance Time**

Employees who are required to return to make court appearances at a time not contiguous to the beginning or end of their shift, shall be paid a minimum of two (2) hours at time and one-half (1½) for such required court appearances. In the event the employee is held beyond the guaranteed two (2) hour period, he shall be compensated at time and one-half (1½) to the nearest tenth (10th) for the period of time his presence is required by the court.

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

#### **2129.52 Compensatory Time**

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

Compensatory time off shall be granted whenever there are no more than ten (10%) percent of the Police Officers assigned to the Section or Unit requesting the day off for either vacation

time or compensatory time. A request for vacation days will be considered first and then requests for compensatory time will be considered.

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

### **2129.53 Holiday Premium**

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

### **2129.54 Equalization of Overtime**

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

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

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

- A. Field Operations Division Voluntary Recall for Watch 4, 5, and 6 will be filled by utilizing the ISE System generated text and e-mail capability. Utilizing this program there is no requirement for patrol officers to provide dates they are willing and able to work. Nor will they be required to opt out of the voluntary recall pool. They will automatically be made aware of the time and date recall is available and they may respond or not of their own volition.
  - 1. Filling manpower requirements through recall will begin with an ISE system generated message to those officers assigned to the Watch/Shift and District Station requiring personnel. Watch Commanders will give officers adequate time to respond to the request to work. In the event recall on a shift is for 2 or more days in advance officers will have 24 hours to respond. If recall on a shift is for the next working day they shall have until the end of the Watch Commander's Shift to respond by 0530, 1330, 2130.

2. If this procedure does not generate the required number of volunteers then an additional ISE System generated message shall be sent to all personnel assigned to the Watch/Shift requiring personnel regardless of District Station Assignment. Watch Commanders will give officers adequate time to respond to the request to work. In the event recall on a shift is for 2 or more days in advance officers will have 24 hours to respond. If recall on a shift is for the next working day they shall have until the end of the Watch Commander's Shift to respond by 0530, 1330, 2130.
  3. If this procedure does not generate the required number of volunteers then a final ISE System generated message shall be sent to all FOD patrol officers regardless of District Station Assignment to ascertain if they would be willing to work. It should be noted that for safety purposes no officer will be allowed to work more than 16 hours in a 24 hour period unless there are exigent circumstances.
  4. If these steps do not generate the required number of volunteers then Watch Commanders must resort to involuntary recall by reverse seniority of officers assigned to the Watch/Shift and District Station requiring personnel. Personal notice shall be given by a Command Officer either face to face, or by phone contact when an officer is involuntarily recalled. An ISE system generated message shall not be utilized.
  5. If these steps do not generate the required number of volunteers then Watch Commanders must resort to involuntary recall by reverse seniority of officers assigned to the preceding shift regardless of District Station Assignment. It should be noted that for safety purposes no officer will be allowed to work more than 16 hours in a 24 hour period unless there are exigent circumstances.
- B. Emergency recall is defined as recall where the individual Watch Command has no previous knowledge of a recall requirement or an excess of sick calls creates the requirement. Affirmative responses to this type of recall are required very quickly as the Watch/Shift is ready to commence within minutes and a potential pool of volunteers is ready to go home. The following is the procedure to be utilized in this case.
1. An ISE system generated message will go out immediately to those assigned to the Watch/Shift regardless of District Station Assignment who are on a day off to advise them recall is available. They will need to respond within 5 minutes if they have the desire to work the recall and be able to report no later than the start of 2<sup>nd</sup> roll call on the shift requiring personnel.
  2. If this procedure does not generate the required number of volunteers ~~than~~ **then** an additional ISE System generated message and/or dispatch message shall be sent to all personnel assigned to the preceding Watch/Shift regardless of District Station Assignment to ascertain if any officer would like to be voluntarily held over for assignment on the subsequent Watch/Shift on the date in question. It should be noted

that for safety purposes no officer will be allowed to work more than 16 hours in a 24 hour period unless there are exigent circumstances.

3. If these steps do not generate the required number of volunteers than Watch Commanders must resort to involuntary recall by reverse seniority of officers assigned to the Watch/Shift and District Station requiring personnel. Personal notice shall be given by a Command Officer by phone contact when an officer is involuntarily recalled in an emergency recall situation. An ISE system generated message shall not be utilized.
4. If these steps do not generate the required number of volunteers than Watch Commanders must resort to involuntary recall by reverse seniority of officers assigned to the preceding shift regardless of District Station Assignment. It should be noted that for safety purposes no officer will be allowed to work more than 16 hours in a 24 hour period unless there are exigent circumstances.

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

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

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

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

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

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

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

#### C. Voluntary and Involuntary Recall (Investigative Services Bureau)

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

1. Filling manpower requirements through recall will begin with an ISE system generated message to those detectives assigned to the shift / section requiring personnel. Section Commanders / Shift Supervisors will give detectives adequate time to respond to the request to work. In the event recall on a shift is for 2 or more days in advance, detectives will have 24 hours to respond. If recall on a shift is for the next working day they shall have until the end of the Shift Supervisor / Section Commander's Shift to respond by 0630, 1530, 2330.
2. If this procedure does not generate the required number of volunteers then an additional ISE System generated message shall be sent to all personnel assigned to the Persons and Property Sections. Section Commanders / Shift Supervisors will give detectives adequate time to respond to the request to work. In the event recall on a shift is for 2 or more days in advance detectives will have 24 hours to respond. If recall on a shift is for the next working day they shall have until the end of the Shift Supervisor/ Section Commander's Shift to respond 0630, 1530, 2330.
3. If these steps do not generate the required number of volunteers then Section Commanders / Shift Supervisors must resort to involuntary recall by reverse seniority of detectives assigned to the Section / Shift requiring personnel. Personal notice shall be given by a Command Officer either face to face, or by phone contact when a detective is involuntarily recalled. An ISE system generated message shall not be utilized.
4. If these steps do not generate the required number of volunteers then Section Commanders/Shift Supervisors must resort to involuntary recall by reverse seniority of detectives assigned to the preceding shift regardless of Section assignment. It should be noted that for safety purposes no detective will be allowed to work more than 16 hours in a 24 hour period unless there are exigent circumstances.

## Emergency Recall

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

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

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

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

It should be noted that this procedure is meant to streamline the voluntary recall process utilizing

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

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

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

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

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

## **2129.56 Recall; Special Events**

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

A request for volunteers will be distributed to the entire Department. Any officer who has a complete uniform, is fit for duty and whose regular assignment will not interfere with the overtime assignment, may volunteer to work.

In selecting officers to work this voluntary overtime, Department seniority will be used. First preference will be given to Officers assigned to either Central District Station Bureau or Scott Park District Station Bureau. If not enough officers have volunteered from these bureaus, volunteers from the other bureaus will be used for the remainder of the positions.

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

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

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



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

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

Regular employees of the Department of Police shall be credited with sick days in accordance with the following formula: One and one-quarter (1¼) days shall be credited for each month of service, not to exceed fifteen (15) days per calendar year. Such days shall continue to accumulate at such rate without any maximum limitation.

An employee granted a Leave of Absence Without Pay for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.

(A) Officers shall be credited with sick days in accordance with the following formula: one and one quarter (1¼) days shall be credited for each month of service, not to exceed fifteen (15) days per calendar year. Such days shall continue to accumulate at such rate without any maximum limitation. Provided the conditions of Section 2129.79, Termination and Severance Pay, have been met, unused sick leave accumulated to the time of termination shall be paid at the rate of one-half (½) for all such accumulated sick time up to two hundred (200) days and full pay for accumulated sick time in excess of two hundred (200) days.

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

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

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

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

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

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

### **2129.58 Bonus Days**

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

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

### **2129.59 Sick Pay Usage**

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

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

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

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

(a) The employee, while absent on sick pay, must notify the Police Department under agreed practices. When he or she is recuperating from surgery or some other major medical condition, and is advised by his physician that a change of location would hasten his or her

recovery, he or she may do so with the approval of the office of the Chief of Police. The employee then shall be allowed, under these conditions, to continue to receive sick pay benefits.

(b) When an employee is off sick for five (5) consecutive work days, they shall immediately submit a statement of attending physician substantiating the illness. If the employee remains off work past the time allowed on the initial statement of attending physician, they shall submit additional statements of attending physician as required by the City.

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

### **2129.61 Sick Pay Extension**

In the event of the extended illness of an employee and after having exhausted all accumulated sick days, bonus days and vacation days, then a request may be made to the Director of Human Resources to use the officer's vacation benefits that they had earned during the same calendar year to extend the paid leave. In the event the requested extension is denied, then the employee shall be placed on personal leave of absence as provided in Section 2129.39 "Personal Leave of Absence," and the Association shall be notified.

### **2129.62 Injury Pay**

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

(1) Employees sustaining a work related injury that requires medical attention at a medical treatment facility (i.e., sprains, simple fractures, etc.) will be transported to and treated by a program physician or medical facility. The program physician, along with rendering a diagnosis and prognosis, will determine if the employee is capable of returning to regular duties, whether a transitional work assignment is appropriate, and the necessary rehabilitation plan to be followed; this plan will include the duration of any transitional work assignment not to exceed thirty (30) calendar days and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

(2) Employees sustaining a work related emergency/trauma injury (i.e., life threatening, severe body injury) may be treated at any medical treatment facility to which emergency medical personnel transport them. The employee will subsequently be examined by the program physician. The designated program physician will determine if the employee is capable of returning to regular duties or if a transitional work assignment is appropriate and the necessary rehabilitation plan to be followed; this opinion will include the duration of any transitional work assignment not to exceed thirty (30) calendar days and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up

medical evaluations.

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

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

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

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

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

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

Act.

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

G. An employee working in a transitional work assignment will be compensated at their regular rate of pay. The employee will not be entitled to bid rights, overtime, etc., since the employee is not fit to perform all of the duties of the classification. With regard to the rights of other employees, the employee in the transitional assignment will be deemed not to be working out of classification.

Transitional work assignments will be identified by the Department of Human Resources in consultation with those Departments who have appropriate tasks available. The currently available assignments and the tasks involved in each Department will be provided in writing to the Union.

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

H. With the intent of this injury program being to minimize time away from work and return the healthy employee to active employment as soon as possible, the Joint Labor-Management Health and Safety Committee (Section 2129.86 "Provisions for Safety") will also serve as a cost containment committee for Workers' Compensation.

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

Should such disability exceed sixty (60) calendar days, the Department of Human Resources, on application therefore and proof of continued disability, may extend the period during which such person is carried on the regular payroll. The cumulative length of such extended period or periods shall not exceed two (2) years for that particular injury or illness claim.

### **2129.63 Parental Pay**

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

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

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

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

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

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

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

#### **2129.65 Death Benefit**

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

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

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

#### **2129.66 Hospitalization; Prescription Drug; Dental Insurance**

##### **(A) General Provisions**

The City shall continue to provide hospital, medical, surgical, major medical, outpatient diagnostic laboratory services, prescriptive drug, dental care, and benefits under the terms and conditions set forth below.

(1) Coverage shall be provided to each employee, each employee's spouse, and all

unmarried dependent members of the employee's family to age ~~twenty-three (23)~~ **twenty-six (26)** or other age as determined by applicable state or federal law. **Spouses who are both employed by the City must jointly elect one coverage under one plan.**

Where the spouse of a City employee has health care coverage through a different employer **and coverage is available through his/her employer's plan**, the spouse **will not be eligible for primary coverage under this Plan.** ~~must enroll in his/her employer's plan.~~ Dependents shall be covered as provided by the "Birthday Rule." Coordination of benefits shall be provided so that coverage is extended to the spouse and dependents that is not provided by the other employer's plan. ~~In cases of demonstrated hardship due to excessive co-premiums (i.e. 40% co-premiums or premium payments equaling 30% or more of earnings) special consideration will occur.~~

**Special consideration will be given to cases of demonstrated hardship due to excessive premiums based on spousal income. An "excessive premium" is identified in the following circumstances:**

**(i) A spouse whose gross base income is less than \$30,000 and who is required to pay 30% or more of their premium cost for employee-only primary coverage;**

**(ii) A spouse whose gross base income is more than \$30,000 but less than \$50,000 must accept their employer's plan for employee-only coverage. However, if the spouse is required to pay 40% or more of their premium cost for family coverage, the eligible Dependents may be eligible to enroll in this Plan as primary and the spouse may be eligible for coverage under this Plan as secondary;**

**(iii) A spouse whose gross base income is more than \$50,000 must accept their employer's plan coverage and must carry any eligible Dependents in accordance with the "Birthday Rule." The spouse and Dependents may be eligible for secondary coverage through this Plan.**

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

(3) Coverage shall be provided at the levels existing as of December 31, 2002 except as set forth in paragraphs (b) and (c) herein.

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

(1) Second surgical opinions, pre-admission notification or certification, emergency care limitations, concurrent review, post-admission concurrent review, outpatient surgery, continued treatment and technological review, medical case management, planned

discharge, and other procedures as may be established under the medical review programs established by the City shall be followed.

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

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

(4) Coverage for Drug and Alcoholism treatment is limited to a maximum of twenty-five thousand dollars (\$25,000.00) lifetime benefits for all in-patient and out-patient care. Inpatient care shall be maintained at a maximum of thirty-one (31) days per calendar year. Inpatient coverage shall be at one hundred percent (100%) for an individual's first admission, seventy-five percent (75%) for a second admission, and fifty percent (50%) for a third admission. No coverage shall be provided beyond three (3) admissions per lifetime or thirty-one (31) days per calendar year. Outpatient coverage shall be expanded to a maximum of twenty-five hundred dollars (\$2,500.00) per calendar year at fifty per cent (50%) co-insurance. Employees using drug and alcohol treatment programs must use the Police Department Employee Assistance Program when one is available.

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

(C) The following cost sharing plan and cost coverage restrictions shall be effective for all employees:

(1) There shall be a five hundred dollar (\$500.00) annual per person maximum on chiropractic care in 2003, which shall increase to a one-thousand dollar maximum effective July 1 of 2004, and a thirteen hundred dollar (1,300.00) annual per person maximum on physical therapy, both subject to the major medical deductible (one hundred dollar (\$100/individual) and two hundred dollar (\$200.00/family) and co-insurance (80%/20%).

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



(3) There shall be a two hundred dollar (\$200.00) co- pay for all emergency room visits, which shall be waived if the individual is admitted. ~~or if the visit is between the hours of 8:00 p.m. and 9:00 a.m., or on a Saturday after 12:00 noon, or on a Sunday. For an employee who is referred to the ER by his or her primary care physician, or by an urgent care facility, or by a tele-medicine service, that employee may appeal the payment of one-half of the \$200.00 ER co-pay. Any appeal must include written documentation of the referral from the primary care physician, urgent care facility, or tele-medicine service. Any appeal will be reviewed by the City's third-party administrator for health care. Any further subsequent appeal by the employee will be reviewed by the members of the Health Care Cost Containment Committee, whose decision shall be by consensus and shall be final, with no further appeal by the employee.~~

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

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

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

(D) Effective March 1, 1994, the availability of Health Maintenance Organization (HMO) and Preferred Provider Organization (PPO) shall be discontinued. All employees, including those in the Traditional Plan, shall thereafter be enrolled in the Consortium Plan. Consortium Plan coverage and benefits shall be at the Traditional Plan levels as of December 31, 1993 except as otherwise provided herein. Consortium Plan Medical Providers shall be restricted to those hospitals, physicians, and other care providers designated in the plan as developed by the City in cooperation with the Cost Containment Committee. It is understood that the City will now be utilizing the hospital, physicians; and ancillary providers panels through the Western Lake Erie Employer's Cooperative (WLEC)/Cooperative Health Network (CHN).

(E) The Cost Containment Committee formed from among the representatives of the various bargaining units, including the Association, shall be maintained. The Committee shall develop other cost containment measures, which shall include: 1) enhanced managed care, such as pre-

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

(F) The union releases the City from any obligation to expend monies currently in the Healthcare Savings Fund created pursuant to former paragraph (g) of this Section on future cost increases or for wellness programming. The union further releases the City from any obligation to consult with the Cost Containment Committee relative to the transfer or expenditure of those funds. Annual reports from third party administrators of the City's health benefits, including any such reports showing costs and cost reductions, shall be shared with the Cost Containment Committee.

(G) Coverage for well baby care, pap tests, and office visits shall be offered to all employees enrolled under conventional coverage as follows:

- i. Well baby care limited to routine examinations and immunization for an infant until the infant's first birthday.
- ii. Pap tests as well as office fee will be paid in full once every twelve (12) months.
- iii. Office visits for routine services rendered in the physician's office, including physical examinations and family planning shall be subject to a ten dollar (\$10.00) co-payment, which shall be counted toward the individual's major medical deductible.

Fees that the physician charges for the services under paragraphs (i), (ii), and (iii) shall be paid on the same basis as other covered services (e.g. usual, customary, and reasonable). Payments for services under part (G)(i) and (iii) of 100% will be made for the first three hundred (\$300.00) per single contract or six hundred (\$600.00) per family per calendar year. The ten-dollar (\$10.00) office visit co-pay shall not be counted toward the \$300/\$600 limits. After deductibles are reached, payment shall then be under the major medical plan; provided, however, that the bill shall be reduced by the ten dollar (\$10.00) office visit co-pay before the 80%/20% co-payment formula

is applied.

(H) The City shall provide a three tier closed formulary prescriptive drug purchase program with a co-payment structure of a ~~six dollar (\$6.00)~~ **zero dollar (\$0.00)** co-payment for tier 1 drugs (generics); a fifteen dollar (\$15.00) co-payment for tier 2 drugs (preferred brand name drugs); and ~~A~~ **a** thirty- dollar (\$30.00) co-payment for tier 3 (non-preferred brand name drugs). This program will include a generic drug substitution option. The City shall select the provider for the formulary drug program, who shall group drugs according to determinations made by the provider's therapeutic committee as it deems necessary.

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

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

Type A Services: Preventative 100%

Type B Services: Major and Minor Restorative 80%  
Deductible for Type B Services \$50.00 per person per  
year maximum payment of \$1,300.00 per year.

Type C Services: Orthodontia 60%  
Maximum lifetime benefit for Type C Services for any  
covered person \$1,300.00 coverage limited to dependent  
children under age 19.

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

(J) Vision Care: Beginning in July, 2000, the City shall contribute fifteen dollars (\$15.00) per employee per month for vision care benefits to the Toledo Police Patrolman's Association. Said amount shall be used by the Association to purchase whatever vision care benefits they will buy. The City shall have no responsibility relative to the administration of this vision care plan.

(K) The City agrees that all conditions and terms relating to the hospitalization-prescriptive drug-dental insurance shall be maintained at not less than the highest minimum standards in effect as of the effective date of this agreement as found in 2129.104 "Duration of Agreement". It is further agreed that any terms or conditions agreed to that are in excess of those established herein shall not be reduced.

(L) Upon mutual agreement of the parties to this agreement, the parties agree to re-open this agreement for the limited purpose of negotiating the terms of this section 2129.66,

“Hospitalization; Prescriptive Drug; Dental Insurance.” It is the parties’ intent to meet as part of a multi-unit negotiation (AFSCME Local 7 Main Unit & Com-Ops, AFSCME Local 2058, TPCOA, TPPA Local 10, Teamsters Local 20, TFCA, AFSCME Local 3411, and UAW Local 12) regarding the terms of hospitalization, prescription drug and dental insurance. Each unit would subsequently ratify any tentative agreement. If the parties to this agreement are unable to mutually agree on revisions, the language of section 2129.66, “Hospitalization; Prescriptive Drug; Dental Insurance” shall remain in effect for the term of this agreement.

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

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

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

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

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

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

#### **2129.68 Safety Equipment**

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

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

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

A payroll deduction system will be established under this program through the means of

an automatic deduction from the employee's paycheck.

The following stipends shall be provided to all officers:

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

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

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

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

## **2129.69 Vacations**

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

### **AMOUNT OF CONTINUOUS SERVICE DURING PREVIOUS YEAR THROUGH DECEMBER 31**

### **VACATION**

Less than 1 full calendar year	.916 days for each full month of service
After 1 full calendar yr. of service	2 wks.
After 7 full calendar yrs. of service	3 wks.
After 14 full calendar yrs. of service	4 wks.
After 21 full calendar yrs. of service	5 wks.
After 24 full calendar yrs. of service	6 wks.

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

(C) An employee should take vacation in the calendar year following the year in which it was earned. In the event an employee is not allowed to schedule and/or take his vacation in the year in which it should have been taken, he may request that such unused vacation be carried over to the following year. Such request must be submitted to the Department of Human Resources prior to December 1 of each year. All such carry-over vacation must be taken no later than April 30 of the following year. In the event that the City has not allowed the employee to take the vacation time to which he is entitled by April 30 of the year following the calendar year in which it should have been taken, then he should be paid for such unused vacation days.

(D) Employees shall be allowed to schedule and take vacations as provided herein in

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

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

### **2129.70 Paid Holidays**

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

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

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

### **2129.71 Funeral Pay**

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

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

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

paid.

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

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

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

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

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

#### **2129.72 Jury Duty**

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

Police Officers may retain the jury fee paid to them.

#### **2129.73 Unemployment Compensation**

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

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

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

## **2129.75 Wage Rates**

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

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

### **Police rates effective the first full pay period of January 2021:**

	Hourly Rate	*Daily Rate	*Bi-Weekly Rate	*Annual Rate
Police Officer-Trainee	25.702	205.612	2,056.122	53,459.162
Police Officer-Probationary	27.308	218.467	2,184.666	56,801.306
Police Officer-1 Year	28.914	231.313	2,313.126	60,141.286
Police Officer-2 Years	30.522	244.175	2,441.754	63,485.594
Police Officer-Full Rate	32.128	257.021	2,570.214	66,825.574
Police Officer-5 Year	32.963	263.702	2,637.024	68,562.624
Police Officer-10 Year	33.800	270.400	2,704.000	70,304.000
Sergeant-At-Arms	38.871	310.968	3,109.683	80,851.763

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

### **Police rates effective the first full pay period of January 2022:**

	Hourly Rate	*Daily Rate	*Bi-Weekly Rate	*Annual Rate
Police Officer Trainee	26.730	213.837	2,138.366	55,597.528
Police Officer - Probationary	28.401	227.205	2,272.052	59,073.358
Police Officer - 1 Year	30.071	240.565	2,405.651	62,546.938
Police Officer - 2 Year	31.743	253.942	2,539.424	66,025.017
Police Officer – Full Rate	33.413	267.302	2,673.023	69,498.597
Police Officer - 5 Year	34.281	274.250	2,742.505	71,305.129
Police Officer - 10 Year	35.152	281.216	2,812.160	73,116.160
Sergeant-At-Arms	40.426	323.407	3,234.071	84,085.834



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

**Police rates effective the first full pay period of January 2023:**

	Hourly Rate	*Daily Rate	*Bi-Weekly Rate	*Annual Rate
Police Officer Trainee	27.799	222.390	2,223.901	57,821.429
Police Officer - Probationary	29.537	236.293	2,362.934	61,436.292
Police Officer - 1 Year	31.273	250.188	2,501.878	65,048.815
Police Officer - 2 Year	33.013	264.100	2,641.001	68,666.018
Police Officer – Full Rate	34.749	277.994	2,779.944	72,278.541
Police Officer - 5 Year	35.653	285.221	2,852.205	74,157.334
Police Officer - 10 Year	36.558	292.465	2,924.646	76,040.806
Sergeant-At-Arms	42.043	336.343	3,363.433	87,449.267

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

Police Officer Trainee Rate	= 80% of new full rate
Police Officer Probationary Rate	= 85% of new full rate
Rate After 1 Full Year	= 90% of new full rate
Rate After 2 Full Years	= 95% of new full rate
Rate After 3 Full Years	= New full rate

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

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

In order to facilitate compliance with the Fair Labor Standards Act, the City will adjust its regular pay rates for Police Officers to include stress allowance and shift premiums for purposes of all overtime payments. The stress allowance add-on shall be determined by dividing the annual stress allowance by 2080 hours. Existing regular pay rates will continue to be utilized for all other purposes. Payment for over-time hours worked in an acting capacity shall be based upon the

regular rate for that rank including stress allowance and shift premium. All other overtime hours shall be paid at the regular rate for the police officer's permanent rank including stress allowance and shift premium.

#### **2129.76 Clothing Allowance**

The City shall provide required uniform clothing, insignia, leather goods, and all required equipment, except socks and foot gear. The Deputy Chief in charge of the Support Services Bureau will determine when such issued items should be replaced.

Provisions shall be made to provide repairs to Police uniforms at City expense. Employees assigned to work in civilian clothes for a period in excess of sixty (60) days, shall be compensated on a pro-rated basis not to exceed five hundred twenty dollars (\$520.00) annually.

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

#### **2129.77 Overnight Pay**

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

#### **2129.78 Travel Allowance**

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

#### **2129.79 Termination and Severance Pay**

Employees who terminate their employment with the City for any reason shall have their termination pay computed in the following manner.

A. They shall be compensated for any earned vacation and bonus vacation including any vacation carried over from the previous year plus vacation earned the year in which the employee terminated. The computation of the vacation earned in the year in which the employee terminated shall be in accordance with the following table:

Entitled to 2 weeks -  $0.916 \times$  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 he has not been compensated either in the form of pay or time off. If the employee was entitled to discretionary holidays and has not taken them and terminates on or before June 30, he shall receive pay for one (1) discretionary holiday. If the employee terminates after June 30 he shall receive pay for two (2) discretionary holidays.

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

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

### **2129.80 Shift Premium**

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

A shift premium of fifty (\$0.50) cents per hour worked shall be paid to any employee who is scheduled to start work on or after 11:00 a.m. and before 3:00 a.m. the following day.

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

### **2129.81 Police Service Allowance**

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

### **2129.82 Time Bank**

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

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

A Police Officer may contribute a sick day from his accumulated sick time to the time bank or elect to work a regular day off. However, a Police Officer may only work a regular day off if in so doing his hours worked within the work period will not exceed the maximum non- overtime hours limitation under the Fair Labor Standards Act. Notification of contributions of sick time and hours worked must be provided to the Police Administration in advance.

### **2129.83 Leave Donation Program**

(a) A Leave Donation Program shall be implemented to allow employees to donate vacation, compensatory, discretionary holiday and sick time hours to a Leave Donation Program for use by other employees in the bargaining unit, or other eligible City of Toledo employees outside of the bargaining unit, subject to the provisions of this section and any applicable provisions of the recipient employee's Collective Bargaining Agreement or the Toledo Municipal Code. The Program allows employees to voluntarily provide assistance to eligible bargaining unit members and other eligible City of Toledo employees outside of the bargaining unit who are in need of paid leave due to a serious illness of the employee, a member of their immediate family, or birth of an employee's own child. For the purposes of this section, immediate family is defined as the employee's spouse, children (biological, adopted, step or foster), parents, siblings, or grandparents.

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

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

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

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

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

(f) Sick leave hours donated to the Program shall not be counted against the employee

donating the leave for the purpose of “Bonus Days”.

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

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

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

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

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

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

#### **2129.84 Payday**

The employee shall be paid bi-weekly every other Friday. Shift workers on the second or third shifts and/or an employee not scheduled to work on a Friday payday shall have the right to receive his check after 2:00 p.m. on Thursday.

(a) In the event that an error has occurred which results in a substantial shortage in the employee's pay, and the amount owed is not in dispute, then a special check shall be prepared immediately so that an employee receives his full pay when due.

(b) If any minor error is made in an employee's pay, it shall be corrected no later than the next paycheck. If not corrected on the next paycheck, then a voucher shall be issued immediately to correct the error, providing the employee so requests.

(c) In the event that payday falls on a holiday, the employees shall receive their paychecks on the day prior to the holiday. When the nine (9) major holidays fall on Thursday and payday would be on Friday of that week, then the employees shall receive their paychecks on Wednesday prior to the holiday.

(d) In the event that an error has occurred which results in overpayment to an employee, the City will deduct said overpayment from the next paycheck.

(e) When an employee elects to receive his bonus payment and/or accumulated compensatory time in lieu of days off as provided in Section 2129.52 "Compensatory Time," he shall receive such payment in a separate check on a quarterly basis. The Commissioner of Accounts will determine said dates of payment.

### **2129.85 Safety and Welfare**

The City shall make reasonable provisions for the safety, health and welfare of its employees. Protective devices as required by law to properly protect officers from injury shall be provided by the City.

The Association shall have the right to have three (3) representatives on the Police Department Safety Committee.

Any recommendations of the Safety Committee forwarded to the Administration and not approved and implemented by the City to the satisfaction of a majority of the committee shall be subject to the grievance procedure up to the Third Step.

### **2129.86 Provisions for Safety**

(a) The parties will establish a labor-management Health & Safety Committee. The Association will be represented on this Committee by the Association President or Vice President and one (1) other designated representative. The City will be represented by a designee of the Director of Human Resources and by Commissioners or other administrators designated by the Appointing Authority based on specialty areas (e.g., construction, transportation, pollutants, etc.). This Committee may also include representatives from other bargaining units within the City. The Committee will be required to consider all issues brought before it regardless of the bargaining unit impacted.

(1) This joint Committee shall review all general and/or special Departmental safety rules for compliance with required safety standards and wherever possible, such rules shall be adopted Citywide.

(2) This joint Committee will also perform the following functions:

- (a) The Committee may recommend periodic inspections of the various locations when necessary by staff of the Human Resource Development Section of Human Resources Department.
- (b) The Committee shall make recommendations for the correction of unsafe or harmful work conditions and the elimination of unsafe or harmful practices as reported to the Committee by representative(s) of the Human Resource Development Section of the Human Resources Department and Departmental Safety Committees.
- (c) The Committee may recommend investigation of any potential worker exposure to dangerous substances, fumes, noise, dust, etc.
- (d) The Committee shall be provided written identification of any potentially toxic substance to which workers are exposed together with material data sheets, if any.
- (e) The Committee may develop a safety award program which may include cash awards and/or other premiums that, upon mutual agreement between the Appointing Authority and the Association, may be adopted/implemented during the term of this collective bargaining agreement.
- (f) The Committee shall develop other cost containment measures, which shall include:
  - 1. Enhanced managed care and utilization review;
  - 2. Increased claims control and claims audits;
- (g) The Committee shall develop annual goals, objectives, and timetables directly aimed at reducing Worker's Compensation costs. Goals and objectives not met within established time frames shall be critically reviewed by the Committee. If the City, in its sole discretion, is dissatisfied with progress in meeting goals and objectives or with the Committee's action or inaction, the City may take such actions as it deems necessary to exact cost containment.
- (h) The Committee shall review and analyze all reports of work-related injury or illness, as submitted by the representative of the Human Resources Development Section and recommend procedures for the prevention of accidents and disease and for the promotion of health and safety of employees.
- (i) The Committee shall promote health and safety education and/or participate in such programs.
- (j) The Committee may ask the advice, opinion and suggestions of experts and authorities on safety matters and recommend to the representative of the Human Resource Development Section that experts and authorities from the Industrial Commission of the State of Ohio Division of Safety and Hygiene, and the Toledo

Lucas County Safety Council as well as international representatives of the Association be utilized on an as-needed basis as determined by the Committee.

- (3) Sub-committees may be formed as deemed necessary by the co-chairpersons to study issues, develop reasonable solutions, and report back to the Committee.
- (4) Annual savings directly attributable to the cost containment measures provided herein shall be placed in a Worker's Compensation fund to be used as a reserve for payment of future cost increases. Savings shall be considered directly attributable to cost containment measures when a direct correlation can be established between a measure adopted herein and a per employee reduction in the City's cost in providing both injury pay and Worker's Compensation benefits from the preceding year.
- (5) Association representatives will receive their regular pay while on Committee business.
- (6) The Committee shall meet regularly, on at least a monthly basis, and attendance shall be required. Actions taken in the absence of a bargaining unit representative shall be binding upon that bargaining unit. The City will provide minutes of each meeting.

#### **2129.87 Rules and Orders**

All Rules and Special Orders shall be issued in written form and shall be submitted to the Association via FAX copy three (3) calendar days before they are to take effect. These matters shall be subject to the grievance procedure provided in Section 2129.14 "Grievance Procedure" up to the Third (3rd) Step, to the Director of Safety. The decision of the Director relative to Rules and Special Orders appealed under the provisions of this section shall not be subject to arbitration. However, the reasonableness of the application of a Rule or Special Order in specific disciplinary proceedings shall be a matter for arbitration.

A copy of the Department Manual, Rule changes, and Special Orders shall be provided to each Police Officer defined within this agreement.

The Association will be provided copies of all Administrative, Personnel, Notices and Bulletins, Bureau, District and Section Orders. The issuance of these orders will not be subject to any appeal procedure. However, if the implementation of such orders violates any section of this contract, then it shall be subject to the grievance procedure.

#### **2129.88 Retraining**

Counseling is not a disciplinary step and should not be used when employees are in direct violation of Department guidelines, policies, rules, and procedures. Counseling shall be regarded as a suitable step of retraining dealing with employees whom, by their actions have shown lack of understanding of Department guidelines, policies, rules, and procedures.

When it becomes necessary for a supervisor to counsel an employee, it shall be done in



private in a manner which will not cause embarrassment to the employee. The employee shall be permitted to have an Association representative present during the counseling and the representative may speak on the employee's behalf. The employee shall be made aware that a record of such counseling is being maintained in the supervisor's files or records, and the employee shall be given a copy of the supervisor's notation. The employee shall acknowledge receipt of same by signing and dating the original copy.

All counseling records shall be removed from files after a period of twelve (12) months from the date of issuance.

#### **2129.89 Official Issued Equipment/Uniform Inspections**

Inspections of official equipment and of uniforms shall be done on City time.

#### **2129.90 Retirement**

A police officer, upon honorable retirement under service or disability circumstances, may purchase his service pistol for the sum of ~~fifty dollars (\$50.00)~~ **one dollar (\$1.00)**. Additionally, at the officer's request, the Department Armorer shall deactivate the pistol for display purposes. This is respectfully offered on behalf of the grateful citizens of Toledo and the City in homage to the retiring officer's years of selfless, faithful service.

#### **2129.91 Outside Employment**

No employee of the City shall accept outside employment that is adverse to or in conflict with his municipal employment. In the event said employee shall be injured while engaged in outside employment, he shall be entitled to any sick benefits which have been accumulated by virtue of his employment by the City.

#### **2129.92 Trade Days Off**

Police Officers shall be allowed to trade days off with other Police Officers who are able to do the work. Written notification signed by both Police Officers involved in the trade must be provided on the form supplied by the Department. All trades must be completed within the calendar year. Police Officers shall be allowed to trade days off with themselves whenever both of the following conditions are met:

- (1) There are no more than ten (10%) percent of the Police Officers assigned to the shift requesting the day off for either vacation time, compensatory time, or trades with themselves; and,
- (2) The trade will be completed within the work period, or, if not completed within the work period, within the next work period, and the trade will not cause the Police Officer's non-overtime hours to exceed the maximum non-overtime hours limitation of the Fair Labor Standards Act in the work period in which the day is paid back.

Police Officers asking for vacation days or compensatory time will be given first preference and then Police Officers requesting to trade a day off with themselves. Written notice shall be given at least three (3) days prior to the requested trade, except in the case of unforeseen emergencies which make it impossible for the Police Officer to give such advance notice. However, when conditions permit, the Shift Commander or Bureau Head may, at his discretion, allow the individual Police Officer, in excess of the ten (10%) percent, to trade days off.

A police officer shall be permitted to trade with another officer citywide, as long as both officers are assigned to either Central District Station Bureau or Scott Park District Station Bureau. Days traded must both be within the same FLSA period. Officers are limited to trade two (2) days per month in this manner. The two-day restriction is not meant to restrict total day off trades or the trades as they are presently handled.

### **2129.93 Critical Incidents**

Anytime a member(s) of the Association is involved in a Critical Incident, the member(s) shall receive the necessary time off to relieve the stress which has resulted from the Critical Incident. The duration of the time shall be discussed by the Chief of Police with the Employee Assistance Program Officer, but the decision shall rest solely with the Chief of Police.

A Critical Incident is defined as: "any event which has emotional power to overwhelm a person's common effective abilities to cope."

The Police Officer shall continue to receive his normal rate of pay for these days and they shall not be charged against sick time

### **2129.94 Critical Incident Protocol**

In the event of a serious officer injury, an officer-involved shooting, or other critical incident involving an officer (on-duty, or off-duty if the Department has knowledge of the off-duty critical incident), the Department shall notify the Union President or his or her designee by telephone. The Union shall provide the Department with contact information for this notification.

### **2129.95 Educational Reimbursement**

(A) The City shall reimburse tuition costs for degree required and/or job-related courses taken at an educationally accredited college or university by full-time permanent officers. Such course work must be approved as job-related prior to enrolling by submitting a description of the course to the office of the Chief of Police. In the event there is a dispute, the Career Enhancement Committee shall determine the status of a job-related course.

(B) The City shall reimburse one hundred percent (100%) of the cost of tuition and general fees, for a total of ten (10) credit hours per quarter or eight per semester, regardless of the number of courses comprising these totals. These costs will be reimbursed upon the documented presentation of a "C" or 2.0 grade or better.

(C) Non-accredited schools will be included, if job related.

#### **2129.96 Residency Requirement**

In the event that the Toledo City Council enacts Home Rule Authority under the provisions or the State of Ohio Residency Law (O.R.C. 9.481 Section B2b "Residency Requirements Prohibited for Certain Employees"), employees covered under this Collective Bargaining Agreement shall be allowed to reside in the following counties:

Lucas County, Ohio  
Defiance County, Ohio  
Fulton County, Ohio  
Hancock County, Ohio  
Henry County, Ohio  
Ottawa County, Ohio  
Putnam County, Ohio  
Sandusky County, Ohio  
Seneca County, Ohio  
Williams County, Ohio  
Wood County, Ohio  
Hillsdale County, Michigan  
Jackson County, Michigan  
Lenawee County, Michigan  
Monroe County, Michigan  
Washtenaw County, Michigan  
Wayne County, Michigan

#### **2129.97 Administrative Responsibility**

Except as otherwise provided herein, the City shall retain all rights and duties pursuant to the Charter of the City to operate and direct the Department of Police.

#### **2129.98 Continuation of Services**

The services performed by the employees included in this Agreement are essential to the public health, safety and welfare. The Association and the City, therefore, agree there shall be no strikes, no lock-outs, no interruption of the work for any cause whatsoever, nor shall there be any work slowdown or other interference with the delivery of services to the public. For the purpose of this Agreement, a "strike" means, concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms and other conditions of employment.

Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike.

For the purpose of this Agreement, a "lock-out" means preventing an employee from performing their regularly assigned duties as a means of bringing pressure on the employee or an employee organization to compromise or capitulate to the employer's terms regarding a labor relations dispute.

No Police Officer shall be required to perform any job duty of any other Toledo City employee. In the event of a work stoppage by any Toledo City employee, no Police Officer shall be required to perform the job duties of the striking employee.

#### **2129.99 Savings Clause**

If any article or section of this contract or any rider thereto should be held invalid, illegal or unenforceable by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity or legality, the remainder of this contract or any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

It is the further intent of the parties that should any article or section of this contract be found invalid, illegal, unenforceable or inoperative, that section or article shall be renegotiated in an attempt to provide validity, legality, operativeness or acceptability to such section or article.

#### **2129.100 Mid Term Bargaining**

In the event the City, as a result of exigent circumstances (as this term is defined under Ohio law developed under R.C. 4117) that were unforeseen at the time of negotiations or the passage of legislation which conflicts with the terms of this Agreement, finds it necessary to seek a change or changes to a term or terms of this Contract, the City, after approval by City Council, shall notify the Union of the proposed change or changes. The Union may, with ten calendar days of such notice, submit a written demand to bargain over such change or changes.

Should the Union demand to bargain as provided herein, the parties shall engage in good faith bargaining for a period of not less than five days and not more than ten days. Bargaining shall be conducted by teams consisting of not more than four persons, unless a larger number is mutually agreed to by the City and the Union.

If the bargaining teams have not reached agreement by the end of the bargaining period, the parties will engage in mediation for a period of not more than ten days, or until a resolution is reached or impasse is declared by either party, whichever first occurs. The mediator shall be assigned by the State Employment Relations Board, unless the parties mutually agree on a mediator.

If the parties have not reached agreement by the end of the mediation period, the City may elect to submit the unresolved issue or issues to conciliation. The conciliator shall be selected and the hearing conducted in accordance with the provisions of R.C. 4117 and the

implementing provisions of the Ohio Administrative Code. The City shall maintain the status quo until the conciliator provides his or her decision. If the City does not elect to submit the unresolved issue or issues to conciliation, the status quo shall be maintained.

Proposed changes to this agreement that arise within 120 days of the Agreement's expiration will not be deemed mid-term issues. Such issues will be held over until negotiations for a successor agreement commence and this procedure will not apply.

## **2129.101 Canine Unit**

As long as the City maintains a Canine Unit, for the effective operation of that unit, the following waivers of contractual articles apply:

### **2129.03 Field Training Officer**

Upon selection as a Canine Handler, any officer holding the title of Field Training Officer shall resign that position.

### **2129.20 Drug and Alcohol Testing**

Due to a Canine Handler's access to narcotics and other drugs for training purposes, Canine Handlers may be randomly tested once annually for drugs.

### **2129.30 Bidding for Assignment**

It is understood that any officer selected as a Canine Handler shall waive his/her right under Section 2129.30, "Bidding for Assignment" within the Department for a period of (7) seven years or when the service working life of his/her canine is terminated, whichever comes first. Absent the termination of the canine's service life, any bid submitted within the seven (7) year time frame shall not be accepted.

If the service life of the canine is terminated by the City veterinarian, the officer shall return to Field Operations. If a canine dies in the line of duty, the affected officer shall have the option to maintain his/her position within the Canine Unit (if a replacement canine is to be purchased).

### **2129.32 Career Enhancement Program**

Due to the extensive training involved in becoming a Canine Handler and the need for continuous training, the City agrees to create a category within the Career Enhancement Program Specialty Assignments titled "Canine Handler" with an assessment of 20 points.

### **2129.46 Permanent Shifts**

Shift selection shall be by seniority among the Canine Handlers. However, shift selection will be made by canine specialty. Dual Purpose/Explosives Canine Handlers shall select shift assignment among each other. Dual Purpose/Narcotics Canine Handlers shall select shift assignment among each other.

### **2129.50 Work in Excess of Regular Workday**

Canine Handlers will be required to perform tasks at home outside of normal working

hours related to their position. These tasks would include bathing, brushing, exercising, feeding, grooming of the dog, cleaning of the dog's kennel and/or transport vehicle, administering medications for illness, transporting the dog to and from an animal hospital, veterinary clinic or kennel, and training the dog at home. Per the Garcia Act, the Canine Handlers will be compensated an additional 3.5 hours at time and one half per week.

2129.52 Compensatory Time

2129.58 Bonus Days

2129.69 Vacations

All compensatory time off, Bonus Days and vacations shall be selected by seniority by shift among canine handlers regardless of station assignment.

Purchase of Canine

Should a canine, which is assigned to a Canine Handler, have its service life terminated by a City-designated veterinarian after the warranty period from the vendor or kennel, the assigned Canine Handler shall have the option to purchase the dog for a sum of One Dollar (\$1.00).

All care and equipment related to the canine shall be provided by the City of Toledo Police Department during the canine's service life. An annual stipend of \$250.00 shall be provided to the Canine Handler in the month of June for carpet cleaning.

#### **2129.102 Traffic Section and Motorcycle Unit**

~~Effective January 1, 2015, the Motorcycle Unit, which are Category three (3) positions, shall transfer to the Traffic Section, a Category two (2) position. Officers in both the Traffic Section Unit and Motorcycle Unit shall retain their current contractual category positions. (Section 2129.31 Filling Vacant Positions)~~

All contractual earned time off will be selected within the ~~Motorcycle and Traffic Section's Unit's~~ individual Category group. The allowance of officers being off on a selected date that is dependent on the 10% rule, or trade request will also be inclusive of their individual category group. (Section 2129.92 Trade Days Off)

All overtime opportunities within the Traffic Section, provided through Grant Funding or City funded shall be equalized for all patrolmen working the ~~Motorcycle Unit and Traffic Section. Unit. Overtime opportunities which are Motorcycle Unit specific, as determined by the Traffic Section Commander, shall be equalized only to the Motorcycle Unit. (Section 2129.54 Equalization of Overtime)~~

Field Operations Division (FOD) shift recall opportunities shall not be afforded to patrolman assigned to the Traffic Section.

~~Traffic Unit administration positions staffed by patrolman shall not be assigned to Motorcycle Unit patrolman and Traffic Unit patrolman shall not be assigned Motorcycle Unit positions.~~

Training for Accident Reconstruction and Commercial Vehicle enforcement shall be afforded to all patrolmen in the Traffic Section on a voluntary basis.

~~The workday shift hours for the Motorcycle Unit shall be determined prior to annual permanent shift selection beginning for the calendar year 2015 as determined by the Deputy Chief of Operations. (Section 2129.46 Permanent Shifts)~~

**If the Motorcycle Unit is re-established, all stricken language pertaining to the Motorcycle Unit shall be re-instituted per the 2018-2020 CBA.**

## **2129.103 Life Partner**

### **A. Definitions**

Life Partner, as specified in Sections 2129.59 "Sick Pay Usage" and 2129.71 "Funeral Pay," shall be defined as two adults who have chosen to share in one another's lives in an intimate and committed relationship of mutual caring. The partners must be living together in the same living quarters, and must also intend to remain together. The partners must have agreed to be jointly responsible for the basic living expenses incurred during the life partnership. To qualify a Life Partner for purposes of Sections 2129.59 "Sick Pay Usage" and 2129.71 "Funeral Pay," the City employee must apply for pre-certification from the Department of Human Resources.

### **B. Registration of Life Partnership**

Declaration: To establish the existence of a life partnership to qualify for benefits in Sections 2129.59 "Sick Pay Usage" and 2129.71 "Funeral Pay," persons shall register as life partners by executing a declaration of life partnership to be filed with the department, which shall be forwarded to the Department of Human Resources. The declaration shall be signed by the life partners and shall affirm under penalty and perjury that each life partner:

1. Is at least 18 years old and competent to contract;
2. Is the sole life partner of the other person;
3. Is not related to each other by kinship to a degree that would bar marriage in this state;
4. Has not been a registered life partner with another individual during the six months immediately prior to the application date unless that life partner was terminated by death or marriage; and
5. Share with his or her life partner a relationship of mutual support, caring and commitment, and intent to remain in such a relationship.

### **C. Additional Requirements:**

Members who are applying for the extension of benefits outlined in Sections 2129.59 "Sick Pay Usage" and 2129.71 "Funeral Pay" shall provide proof that they and their life partner, who may be a city or a non-city employee, are jointly responsible for each other's common welfare and share financial obligations. Such joint proof of responsibility may be demonstrated by the existence of one of the following upon registration:

1. They have a common or joint ownership of residence.
2. They have a current lease for a residence identifying both applicants as tenants.
3. They jointly own a motor vehicle.
4. They have a joint bank account or credit union account.
5. They have a joint credit account.
6. They have identified each other as primary beneficiaries in their wills.

**D. Termination:**


1. A life partnership is terminated by any of the following:
  - a. the death of one of the partners;
  - b. the marriage of one of the partners; and
  - c. the filing of a termination statement.
2. The employee may terminate the life partnership by submitting to their Department administrator a form provided by the Department administrator. The termination form shall be signed by both partners, or, if in the event of death or that one of the partners do not know the whereabouts of the other, a statement of such shall be noted on the termination form. The Department administrator must notify the Department of Human Resources regarding such termination.
3. An individual whose life partnership has been terminated may not file another declaration of life partnership under this section until at least six (6) months after the date on which the Department administrator received the termination statement. The six (6) month time limitation does not apply if the earlier life partnership ended because one of the life partners died.
4. Once the life partnership termination form has been filed, this will cease the benefits provided in Sections 2129.59 "Sick Pay Usage" and 2129.71 "Funeral Pay."



## 2129.104 Duration of Agreement

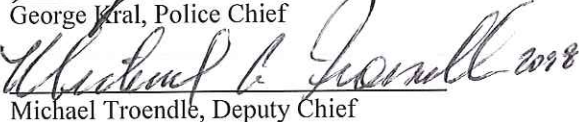
This agreement, **executed on October 13, 2021**, shall be effective as of the first day of January **2021**, and shall remain in full force and effect through December **March** 31, **2024**, and thereafter until terminated, amended or repealed pursuant to the provisions of Chapter 4117, Ohio Revised Code, **including, but not limited to 4117.09(E)**.

### For the City of Toledo:

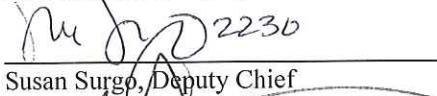
  
Wade Kapszukiewicz, Mayor

  
Karen Poore, Safety Director

  
George Kral, Police Chief

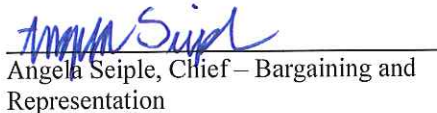
  
Michael Troendle, Deputy Chief

  
David Mueller, Deputy Chief

  
Susan Surgo, Deputy Chief

  
Bryan Hollingsworth, Captain

  
Tyrome Alexander, Director, Department of Human Resources

  
Angela Seiple, Chief – Bargaining and Representation

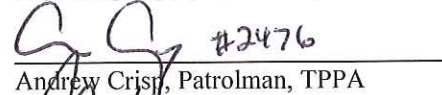
### For the TPPA:

  
Michael Haynes, Patrolman, President, TPPA

  
Gregory Zattou, Patrolman, TPPA

  
Tracey Britt, Patrolman, TPPA

  
Raynard Cooper, Patrolman, TPPA

  
Andrew Crisp, Patrolman, TPPA

  
Jacob Wescott, Patrolman, TPPA

Date: 10/13/2021

Police Officer					
Dimension Number	GENERAL DISQUALIFIERS				
1	No high school diploma or GED.	R			
2	Applicant has not reached twenty-one years of age by date of appointment to the Toledo Police Dept.	R			
3	Self destructive incidents - substantiated reports of suicide attempt.	R			
4	The purposeful misrepresentation by the applicant of a material fact with the intent to mislead another.	R			
5	Applicant non-responsiveness - an applicant shall be removed from the background process for any of the following reasons: failure to appear for pre-interview/interview; failure to appear for a polygraph examination; failure to appear for a medical/stress test; failure to appear for psychological exam; failure to return Personal History Questionnaire or Supplemental Questionnaire; failure to submit other required documents; failure to respond to phone calls or correspondence from Backgrounds personnel; unable to locate address/phone number on file; failure to appear for oral interview; or the applicant is no longer interested in employment with the Toledo Police Department.	R			
	EMPLOYMENT	<2 Years	2 to 6 years	6 to 10 Years	10+ Years
6	Post-probationary termination or resignation in lieu of discipline from any public health and safety occupation.	R	R	6	5
7	Termination from a job for just cause resulting from a failure to obey work rules, regulations, or policies of employer.	R	5	3	1
8	Demotion for just cause (excluding demotion for economic reasons or reorganization) resulting from failure to perform or failure to obey work rules, regulations, or policies of employer.	5	3	2	1
9	Suspension from a job for just cause resulting from a failure to obey work rules, regulations, or policies of employer.	4	3	2	1
10	Reprimand (verbal or written) for just cause resulting from a failure to obey work rules, regulations, or policies of employer	3	2	0	0
11	Unexcused Absence from a job (most recent 12 month period for that employer)	2	0	0	0
12	Tardiness infraction(s): only with regards to most recent 2 year period of employment (for each instance of tardiness)	1	0	0	0
	MILITARY				
13	Dishonorable discharge from military service.	R	R	R	R
14	Conviction of any article of the Uniform Code of Military Justice that would be equivalent to a felony, or misdemeanor of violence or threat of violence under the Ohio Revised Code (ORC).	R	R	R	R
15	Conviction of any article of the Uniform Code of Military Justice that would be equivalent to a misdemeanor under the Ohio Revised Code (ORC).	R	R	6	3
16	Discharge due to disciplinary action.	R	5	2	1
17	Demotion due to disciplinary action.	5	3	2	1
18	Punishment amounting to a "suspension" in civilian life.	4	3	2	0
19	Reprimand due to disciplinary action.	3	2	0	0
20	AWOL from the military	R	4	1	0
	CRIMINAL				
21	Any felony conviction or clear and convincing evidence of the commission of a felony offense, including felony convictions expunged by a court of competent jurisdiction.	R	R	R	R
22	Conviction of a misdemeanor offense for crimes related to homicide or assault as defined by Chapter 2903, ORC, or a misdemeanor conviction under similar statutes of another jurisdiction (Federal, State, municipal, or foreign country).	R	R	R	R
23	Conviction of a misdemeanor offense for crimes related to kidnapping or extortion as defined by Chapter 2905, ORC, or a misdemeanor conviction under similar statutes of another jurisdiction (Federal, State, municipal, or foreign country).	R	R	R	R
24	Conviction of a misdemeanor sex offense as defined by Chapter 2907, ORC, or a misdemeanor conviction under similar statutes of another jurisdiction (Federal, State, municipal, or foreign country).	R	R	R	R
25	Conviction of a misdemeanor offense for crimes against the family as defined by Chapter 2919, ORC, or a misdemeanor conviction under similar statutes of another jurisdiction (Federal, State, municipal, or foreign country).	R	R	R	R
26	*Clear and convincing evidence of any offense listed above (dimensions #24 to #25)*	R	R	R	R
27	Any conviction of a misdemeanor offense not outlined above (dimensions #25 to #26), as defined in Chapter 29 of the ORC, or a misdemeanor conviction under similar statutes of another jurisdiction (Federal, State, municipal, or foreign country).	R	R	6	3
28	*Clear and convincing evidence of any offense listed under dimension #27*  *Clear and convincing evidence is defined as evidence indicating that the thing to be proved is highly probable or reasonably certain (regardless of whether formal charges are actually filed, or the case is fully prosecuted.) Clear and convincing evidence shall be determined by the facts available to the investigator during the background investigation.*	R	R	6	3
29	Conviction of a misdemeanor offense for crimes related to marijuana as defined by Chapter 2925, ORC, or a misdemeanor conviction under similar statutes of another jurisdiction (Federal, State, municipal, or foreign country). Clear and convincing evidence shall be determined by the facts available to the investigator during the background investigation.*	R	4	3	2
30	Violation of a regulatory statute or local ordinance enacted under the police power of a state or local government for the purpose of preserving the health, safety, and welfare of the public, such as zoning laws; public health ordinances; housing codes; consumer protection ordinances; licensing requirements for trades or businesses; liquor laws, environmental codes; ordinances concerning the licensing and control of animals; laws requiring the payment of taxes and fees; workers compensation laws; child labor laws etc.	5	4	2	1
	TRAFFIC				
31	Conviction of a misdemeanor offense for Operating a motor vehicle under the influence of alcohol or drugs as defined by Chapter 4511.19, ORC, Operation, control, or manipulation under influence of alcohol or drug as defined by Chapter 1547.11, ORC (watercraft), or a misdemeanor conviction under similar statutes of another jurisdiction (Federal, State, municipal, or foreign country).	R	6	4	3
32	Conviction of a misdemeanor offense for having physical control of vehicle while under the influence as defined by Chapter 4511.194, ORC, or a misdemeanor conviction under similar statutes of another jurisdiction (Federal, State, municipal, or foreign country).	R	5	3	2
33	Violations of a state or local law pertaining to the operation of a motor vehicle - 6 point violations under Ohio Revised Code (ORC).	6	5	4	0
34	Violations of a state or local law pertaining to the operation of a motor vehicle - 4 point violations under Ohio Revised Code (ORC).	3	2	1	0
35	Violations of a state or local law pertaining to the operation of a motor vehicle - 2 point violations under Ohio Revised Code (ORC).	1	0	0	0
36	Violations of a state or local law pertaining to the operation of a motor vehicle - 0 point violations under Ohio Revised Code (ORC).	1	0	0	0
37	License suspension as the result of a violation of traffic laws and/or court action.	6	4	2	0
38	Non-compliance license suspension as the result for failure to comply with Ohio BMV regulations Chapter 4509.101, ORC. (Random selection FRA suspensions)	2	1	0	0
39	Chargeable accident as the result of a violation of traffic laws.	2	1	0	0
	FINANCIAL				
40	**Default on a debt based on a judgment rendered by a court of competent jurisdiction.	2	1	0	0

\*Clear and convincing evidence is defined as evidence indicating that the thing to be proved is highly probable or reasonably certain (regardless of whether formal charges are actually filed, or the case is fully prosecuted). Clear and convincing evidence shall be determined by the facts available to the investigator during the background investigation.\*

\*\*For dimension 40, the assessor must take into consideration the totality of the circumstances at the time the debt was incurred based on verified evidence obtained during the background process. Circumstances considered should include, but not be limited to, whether there were any factors beyond the control of the candidate that contributed to the debt or default.

**MEMORANDUM OF UNDERSTANDING  
POLICE CAPTAIN'S ASSESSMENT CENTER PROCESS**

This Memorandum of Understanding ("MOU") is made and entered into by and between the **Toledo Police Command Officers' Association** ("Union") and the **City of Toledo** ("City"). This MOU reflects the Parties' agreement to outline the process for evaluation of Police Captain candidates and the selection thereof.

1. In accord with the Collective Bargaining Agreements ("CBA") between the Union and the City of Toledo, the Police Captain promotional process requires certification of the candidates' names and an interview prior to final selection of candidates for promotion.
2. The Parties agree that the final eligible list will be determined by a candidate's performance on the In-House Selection Process and the Assessment Center. The Assessment Center will count for sixty percent (60%) of the final score and the In-House Selection Process will count for forty percent (40%) of the final score.
3. The results of the In-House Selection Process shall determine who goes to the Assessment Center. The number of candidates who qualify for the Assessment Center shall be at least fifty percent (50%) of those candidates participating in the In-House Selection Process.
4. The Assessment Center will be administered by the Selection and Evaluation Section of the Department of Human Resources.
5. The Parties agree that the Chief may consider the highest three (3) candidates for each vacancy. No candidate shall be passed over more than twice.
6. The Parties agree that updates shall occur as each vacancy occurs. However, there will not be a second interview.
7. The Parties agree that this agreement shall apply to the 2021 Police Captain promotional process. This agreement will expire simultaneously with the expiration of the next Police Captain Promotional list and will be extended only with the mutual consent of both the City and the Union.
8. This MOU is non-precedent setting and in no way alters, changes, modifies, or abrogates the terms and conditions of the Collective Bargaining Agreement between the Union and the City of Toledo.

**In-House Selection Process** (40% of overall process)

Structured Oral Interview (25 Points)

Procedures for Structured Oral Interview

- Dimensions to be measured by the Structured Oral Interview will be forwarded to candidates prior to the interview.
- The interview panel will consist of the Police Chief and the three (3) Deputy Chiefs.
- All interview panel members will be trained by the Department of Human Resources.
- The interview shall be conducted in accordance with procedures set forth by the Manager of Selection and Evaluation.
- Each candidate will be asked the same questions. The number of interview questions shall be determined by the City.
- Questions will be rated using a 1-5 point scale.

Education (6 Points)

- Associate Degree or 2 years of completed college coursework (TPCOA members who achieve junior status will be given credit for an Associate Degree) = 2 points
- Bachelor Degree = 4 points
- Advanced Degree = 6 points

\*No points shall be awarded for awards, medals, or commendations.

Disciplinary Record (10 Points)

Counselings shall not be considered. Candidates with no discipline on their record shall receive 10 points. Points shall be subtracted in accordance with the following scale:

- |  |                 |
|--|-----------------|
| • Each Verbal Reprimand                          | minus 1 point   |
| • Each Written Reprimand                         | minus 2 points  |
| • Suspensions (1-29 days)                        | minus 5 points  |
| • Suspensions (30 or more days and/or demotions) | minus 10 points |

### Work Record

Based on a three (3) year average of attendance:

- |                            |                 |
|----------------------------|-----------------|
| • 0-2 days used            | minus 0 points  |
| • More than 2-4 days used  | minus 2 points  |
| • More than 4-6 days used  | minus 4 points  |
| • More than 6-8 days used  | minus 6 points  |
| • More than 8-10 days used | minus 8 points  |
| • More than 10 days used   | minus 10 points |

\*Approved FMLA leave and approved leave of absence will not count towards the work record points.

### Seniority (5 Points)

\*The month points remain constant for the duration of the eligible list.

Seniority points for all candidates are determined by the candidate within the process with the highest seniority. The most senior candidate will receive top points, five (5) for seniority. The remaining candidates' seniority points will be determined using the following formula:

Step 1:

\*5 points/(highest seniority candidate's years completed x 12 months) = how much each month of service is worth in points (month points)

Step 2:

Month points x (years completed by candidate x 12 months) = seniority points

For example, if the candidate with the highest seniority has 20 years of service, the calculation for the remaining candidates for step 1 is:

$$5/(20 \times 12) = 0.02083$$

$$0.02083 = \text{month points}$$

Step 2 (assume candidate with 15 years of service):

$$0.02083 \times (15 \times 12) = 3.75 \text{ seniority points}$$

The highest seniority candidate with 20 years of service will be issued 5 points.

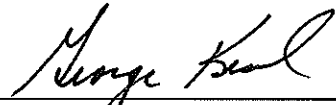
In agreement, we jointly sign below.

**On Behalf of the Union:**

  
\_\_\_\_\_  
**Daniel Raab, TPCOA President**

**Date:** 4-8-21

**On Behalf of the City of Toledo:**

  
\_\_\_\_\_  
**George Kral, Police Chief**

**Date:** 4-9-2021

## Attachment H

April 30, 2021

To: Chief of Police George Kral

Through: Deputy Chief Cheryl Hunt *CH*  
Support and Administrative Services Division

Captain Tom Morelli *TM-2112*  
Support Services Bureau

From: Lieutenant David Wieczorek *DFW*  
Planning, Research and Inspections Section

Subject: Toledo Police Department 2020 Bias Free Policing Administrative Review

### **Bias Free Policing Administrative Review**

#### **Introduction**

It is the policy of the Toledo Police Department that services be delivered impartially, respectfully and free of bias in a manner that promotes broad community engagement, trust and confidence. The Toledo Police Department does not tolerate biased-based profiling and utilizes various management tools to ensure that it does not occur. Bias-based profiling is defined as the “stopping, questioning, detention, arrest, or other disparate treatment of any person based solely on their race, ethnicity, national origin, age, gender, gender expression or identity, sexual orientation, disability, religion, economic status, cultural group, limited English proficiency or any other identifiable group.”

Criminal profiling can be a useful tool for law enforcement officers and should not be confused with racial profiling. Officers should understand the difference between the two and ensure that racial profiling does not occur. Criminal profiling is based on facts that are known to the officer at the time. These facts can come from witness statements, victim statements, evidence from crime scenes, etc. Several procedures are in place to better ensure that racial, ethnic, and/or gender characteristics are not being used by officers as a basis for traffic stops and/or subject stops.

The first of these procedures is training department personnel on bias-based policing issues in the academy and during annual in-service training. The bias-based training includes topics that

ensure all citizens receive fair and equal treatment and that officers are making traffic stops, field contacts, or any other formal law enforcement actions on the basis of probable cause or reasonable suspicion. Officers have also received training on implicit bias to understand how attitudes or stereotypes can affect our understanding, actions, and decisions in an unconscious manner. Secondly, officers who have had bias-based or discrimination complaints sustained against them are subject to remedial training and the department's internal disciplinary process. Lastly, it is important to note that there is an ongoing effort to identify potential training and policy issues related to ensuring fair and impartial policing which is followed by an annual review of the department's bias-based profiling policy and practices. This annual review is completed by the Accreditation Unit.

### **Training**

The Toledo Police Academy conducts bias-based profiling training to all cadets during the "Stops and Approaches" portion of academy training. Additionally, all department personnel receive training annually on topics related to bias-based policing (i.e., cultural diversity, implicit biases, human relations, communication and de-escalation skills, etc.).

### **Policy & Procedure**

Department Manual Directive 103.10, entitled, "Biased-Based Profiling" was written in compliance with the Commission on Accreditation for Law Enforcement Agencies (CALEA) and covers all aspects of bias-based profiling. The directive is available to the general public on the City of Toledo and the department's websites.

### **Inspections and Supervisory Review**

Per department policy, all vehicle pursuits and incidents involving use-of-force are subject to several layers of supervisory review. The process includes reviewing reports, video from the officer's body-worn camera and in-car camera, and the interviewing of relevant witnesses. If a violation of policy is discovered during the review process, the Internal Affairs Section is notified and an investigation is opened.

To further enhance the department's goal of ensuring compliance with departmental policies and procedures, randomly selected in-car and body-worn camera footage are conducted quarterly by the commander of the Inspections Unit to ensure compliance.



## **Citizen Complaints**

All allegations of bias-based profiling by citizens are thoroughly investigated and tracked by the Internal Affairs Section. Additionally, the department uses video recording systems (in-car camera, body worn camera) to assist in the investigation of alleged bias-based profiling by officers. The commander of the Internal Affairs Section reported that there were **zero citizen complaints** of biased-based profiling in 2020.

## **Analysis of Traffic Stop and Field Interview Data**

The department collects data from traffic stops by recording the disposition codes given by officers at the conclusion of an interaction. These disposition codes denote the perceived race and gender of the driver of the involved vehicle once contact is made with the vehicle's operator, as well as the actual disposition of the traffic stop (arrest, citation, or warning). In the past, yearly totals for traffic stop data would be obtained and compared to the census figures for the city of Toledo. However, aggregate percentages do not reflect racial or ethnic population density for geographical areas. Many neighborhoods are predominantly made up of one race or ethnicity. Consequently, the number of traffic stops conducted in these neighborhoods appears skewed when compared with the aggregate census data.<sup>1</sup> Additionally, police departments distribute personnel based on: calls for service to 911, the amount of crime that has occurred in an area, and population density. If a higher percentage of police officers are assigned to an area where the residents and drivers are predominantly one race or ethnicity, consequently there will be a higher rate of traffic stops for persons of that race or ethnicity. Therefore, additional data has been compiled for this analysis in an effort to complete a more thorough evaluation of the traffic stop/suspect stop data for the city of Toledo.

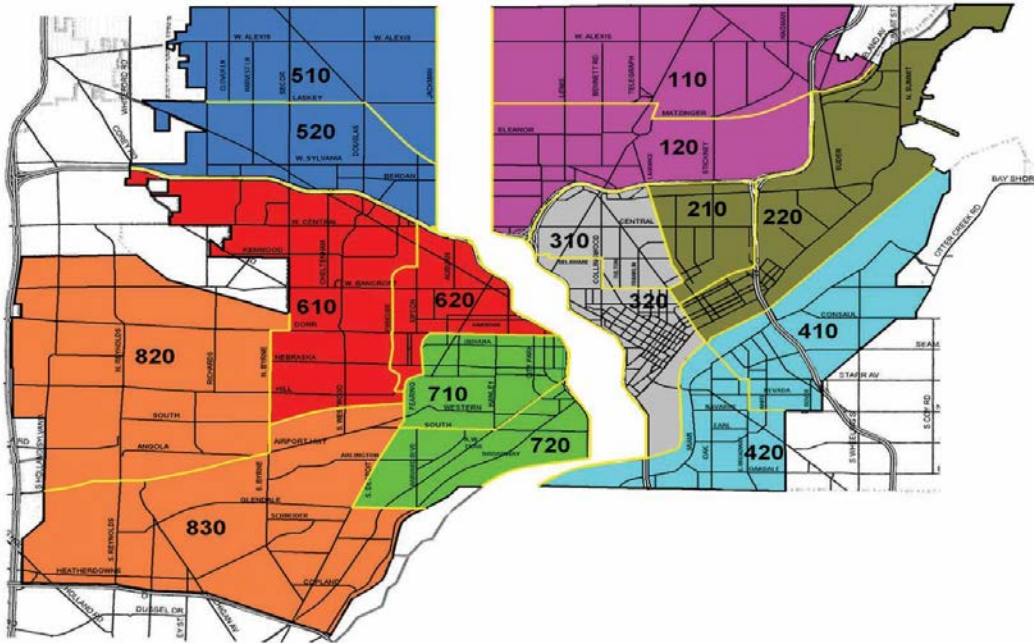
In this analysis, the Ohio Incident Based Reporting System (OIBRS) crime rates, calls for service, shooting incidents, action-response incidents, distribution of personnel, and demographic data will be collected and divided by individual police beats or sectors. This data will then be used to determine which beats (or sectors) are likely to have the highest rates of proactive enforcement. Once these areas of proactive enforcement are identified, the census data will be used to determine the demographic groups residing in the beats, and therefore most likely to be stopped. This data will then be compared with the actual traffic stop, subject stop and field interview data (by beat/sector) in order to determine if those findings are similar to what could reasonably be expected, given the information provided.

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<sup>1</sup> Racial Profiling: "What does the data mean?" Practitioner's Guide to Data Collection & Analysis (2007)

## Toledo Police Beats

The department divides the city into beats, as can be seen from the following map. The majority of the information discussed in this analysis is broken down by either beats or sectors. Each sector is highlighted in a different color and then broken up into two different beats. For example, beat 110 and beat 120 (both purple), make up sector 1.



## Crime Rates

The data below displays the city's 2020 violent crime rates using the Ohio Incident Based Reporting System (OIBRS). OIBRS is the State of Ohio's version of the Federal Bureau of Investigations (FBI) National Incident Based Reporting System (NIBRS). OIBRS is a voluntary reporting program in which Ohio law enforcement agencies can submit crime statistics directly to the state and federal government in an automated format. When it comes to reporting crime to the FBI, this process has replaced the Uniform Crime Reports (UCR) system. UCR and OIBRS/NIBRS are both regulated by the FBI and both use the same general concepts. The biggest difference between the two reporting systems is that OIBRS/NIBRS reports all crimes that occurred within one single incident and UCR reports only the most severe crime that occurred within a single incident. Another difference is that OIBRS/NIBRS reports each victim included in an incident versus one victim per incident (UCR). OIBRS/NIBRS also has more crime classifications than UCR.

The violent crime numbers below were collected by the Northwest Ohio Regional Information System (NORIS). They are the automated records management provider for the department. In 2020, there was a total of 2,101 violent crime incidents (Aggravated Assault, Homicide, Sex Offenses – Rape and Gross Sexual Imposition and Robbery) reported. From the provided data, we can see that the beats where the greatest percentage of violent crime incidents occurred were beat 620, which accounted for 8.9% of the total number of incidents of violent crime, followed by beat 310 with 8.8%, beat 710 with 8.2% and beat 420 with 8%. The lowest percentage of violent crime incidents were found in Beat 110, which accounted for only 3.8% of the total number of incidents of violent crime, followed by beat 510 with 4.2% and beat 520, with 4.3%.

SECTOR	BEAT	ASSAULT	HOMICIDE	SEX OFFENSE	ROBBERY	TOTAL	%
Sector 1	110	31	3	13	32	79	3.8
	120	63	2	14	58	137	6.5
		94	5	27	90	216	10.3
Sector 2	210	97	3	21	27	148	7.0
	220	92	2	28	35	157	7.5
		189	5	49	62	305	14.5
Sector 3	310	127	3	22	33	185	8.8
	320	48	2	16	39	105	5.0
		175	5	38	72	290	13.8
Sector 4	410	67	3	19	28	117	5.6
	420	88	6	21	53	168	8.0
		155	9	40	81	285	13.6
Sector 5	510	32	2	17	38	89	4.2
	520	41	0	15	35	91	4.3
		73	2	32	73	180	8.6
Sector 6	610	50	1	29	22	102	4.9
	620	112	12	21	42	187	8.9
		162	13	50	64	289	13.8
Sector 7	710	109	11	18	34	172	8.2
	720	61	4	17	38	120	5.7
		170	15	35	72	292	13.9
Sector 8	820	76	2	29	29	136	6.5
	830	38	3	26	27	94	4.5
		114	5	55	56	230	10.9
	N/A	4		7	3	14	0.6
	<b>TOTAL</b>	<b>1,136</b>	<b>59</b>	<b>333</b>	<b>573</b>	<b>2,101</b>	

Based on this information, the department would be expected to conduct proactive police activities in the areas with the highest rates of violent crime. Therefore, the number of traffic stops and suspect stops would be expected to be higher in beats 620, 310, 710 and 420. The

department would also likely deploy a greater number of officers to these areas to carry out proactive policing activities.

### Calls for Service

<u>Total Calls for Service</u>		
Beat	Calls	Total by Sector
110	7,499	20,231
120	12,732	
210	9,110	20,942
220	11,832	
310	9,506	19,547
320	10,041	
410	9,524	20,356
420	10,832	
510	8,726	18,467
520	9,741	
610	9,682	22,464
620	12,782	
710	11,824	20,567
720	8,743	
820	9,224	17,087
830	7,863	

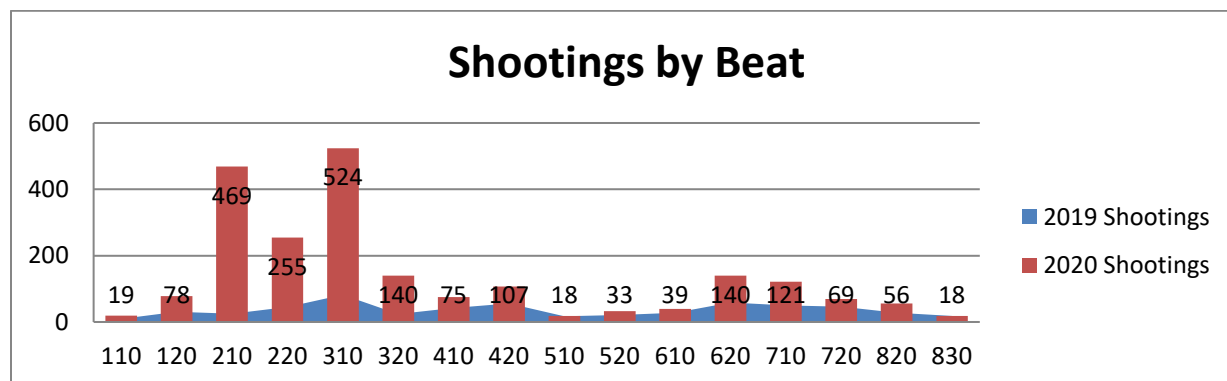
“Calls for Service” data was collected from Communications. The sector with the most calls for service in 2020 was sector 6. The next three busiest districts for calls for service were sector 2, sector 7, and sector 4. The sector with the least amount of calls for service was sector 8. The ranking of the sectors with regard to calls for service changed from 2019. One factor used to determine personnel allocation is to measure calls for service by sector/beat. Based on the information in this table, it would be expected that more officers would be assigned to beats 620, 120, 220, 710, and 420. However, the beats/sectors were designed to attempt to equalize the work load of the officers responding to calls for service. It appears to be working as the calls for service seems to be distributed as evenly as possible. It should also be noted that the department’s top priorities are to respond to calls for service in a timely manner **and** reduce the rate of violent crime. Therefore, the OIBRS crime rate is likely a more significant factor in the number of officers assigned to a specific

beat.

### Shooting Incidents

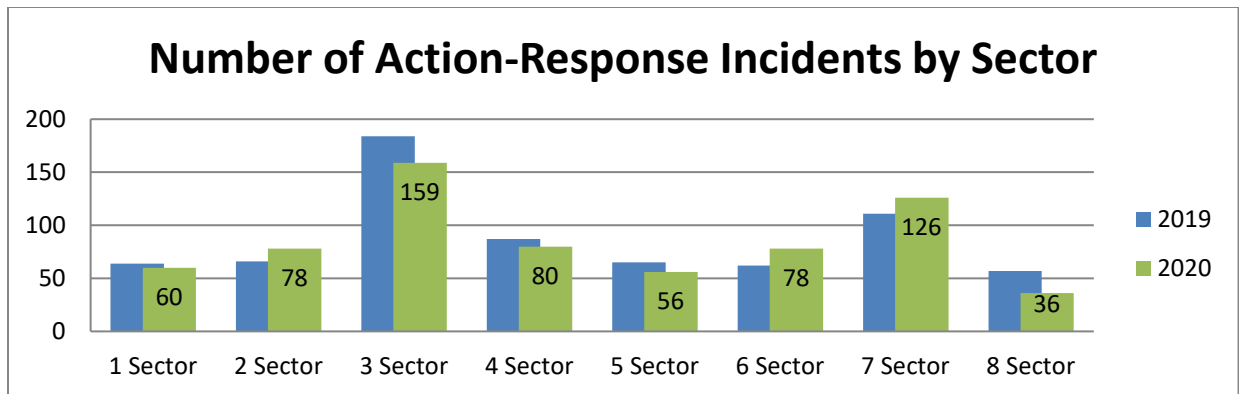
There was a total of 2,161 shooting incidents that occurred in 2020 compared to 581 shootings that occurred in 2019 and 500 in 2018. Shooting incidents are comprised of: aggravated assaults, felonious assaults, aggravated burglaries, aggravated menacing, shooting into habitations, discharge of firearms, shooting investigations and criminal damaging. Shooting incidents are up an astounding 272% since 2019. Beats 830 and 510 had the lowest number of shootings, both with a combined total of 36. Beat 310 had the highest number of shootings with 524 followed by beat 210 with 469. Shooting incidents likely increased by a substantial amount in beat 310 from 82 to 524 shootings and in beat 210 from 25 in 2019 to 469 in 2020 due to the acquisition of

gunshot detection technology (Shotspotter) in July of 2019. In 2020, only 28% of the total number of Shotspotter alerts were complemented by a 911 call. In other words, over 70% of all shooting incidents would have gone unnoticed by the police except for Shotspotter. The technology allows the department to obtain a more accurate account of the shooting incidents and to deploy resources in a strategic manner. Furthermore, per department policy, all alerts are accompanied by a police response and if evidence is found, an investigation.



### Action – Response Incidents

Each and every time an officer uses physical control techniques to take a subject into custody, contain a situation, and affect an arrest that is beyond the mere taking control of a subject or to protect persons or property; it must be documented on a departmental Action–Response form. The following graph is a breakdown of those incidents by sector for years 2019 and 2020. Sector 3 had the highest total with 159 action-response incidents, followed by sector 7 with 126. The sectors with the lowest totals were sector 8 with 36 and sector 5 with 56. Both sector 3 and sector 7 have high amounts of violent crime which likely translates to increased incidents involving physical encounters between law enforcement and subjects. This data is consistent with 2018 and 2019. It should be noted that even though calls for service and the number of traffic stops, subject stops and field interviews declined, the total amount of action-response incidents were almost identical when compared to 2019.



### Distribution of Personnel

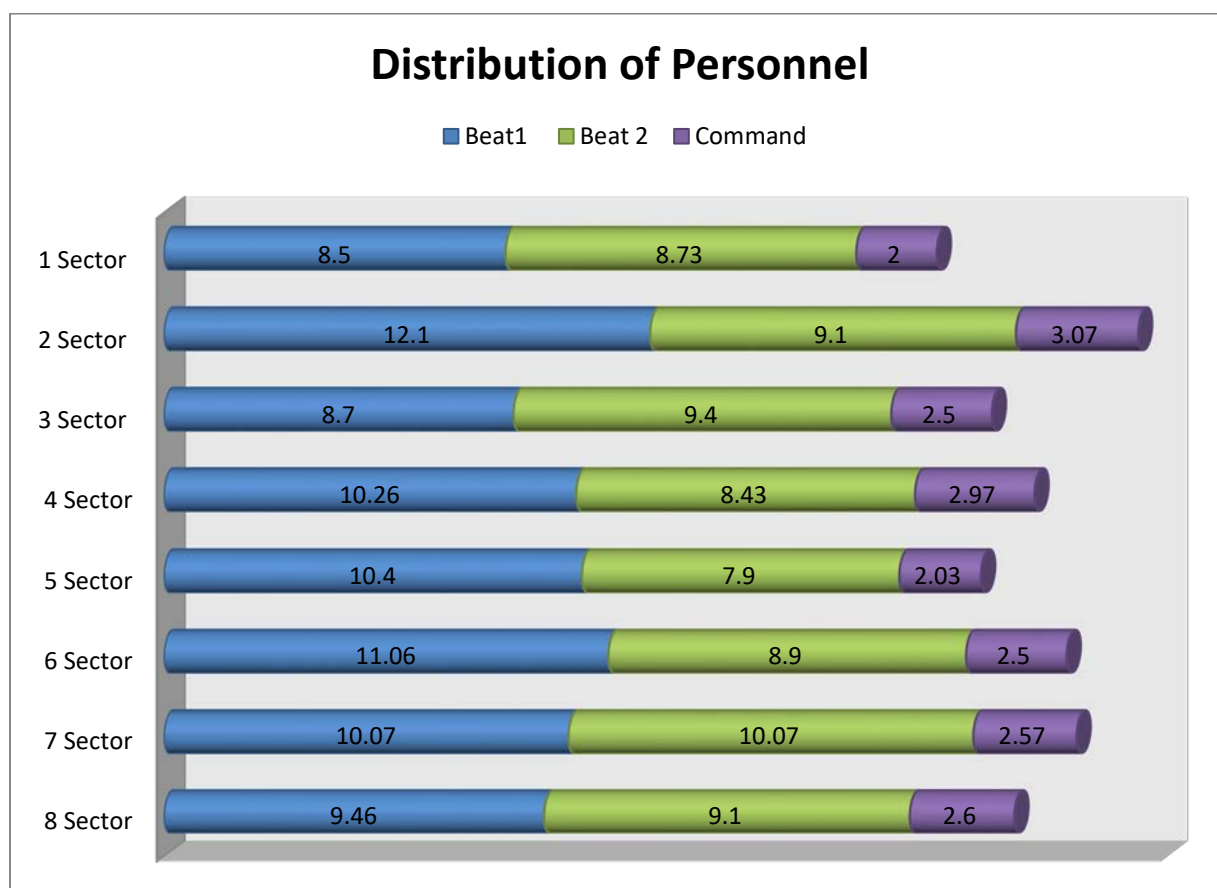
The following graph shows the distribution of personnel over a 24-hour time period for the department's district stations in 2020. The information was gathered from Communications and is an average of officers working for an entire month (June of 2020 for both district stations). The number of officers assigned every day for the month was collected from all shifts. A count was taken of each officer by beat, and that number was then divided to determine the average number of officers working on-duty for an entire 24-hour work period. Only personnel working in the Operations Division were counted. Officers assigned to the specialty units such as Traffic and Community Services Sections were not calculated. It is important to note that In 2020, the eight p.m. to four a.m. shift was reestablished without command officers and 12 hour emergency shifts were implemented in only the months of April and May due to the COVID-19 pandemic. The 8x4 shift was not implemented for the 2021 year.

The average number of officers assigned to each beat is shown below. In addition to the officers assigned to the individual beats, the chart also displays the number of command officers who were assigned. Command officers are assigned to supervise all officers working in a sector. Officers assigned to out-of-service details (bike patrols, hot-spot areas, etc.), were not accounted for in the sector/beat assignments.

Sector 2 had the highest number of patrol officers and supervisors assigned with an average of 24.27 per day. Sector 7 was the next highest with 22.71 per day. The lowest average was found in sector 1 with 19.23 per day. This matches up with the high rate of violent crime and calls for service in both sectors 2 and 7.

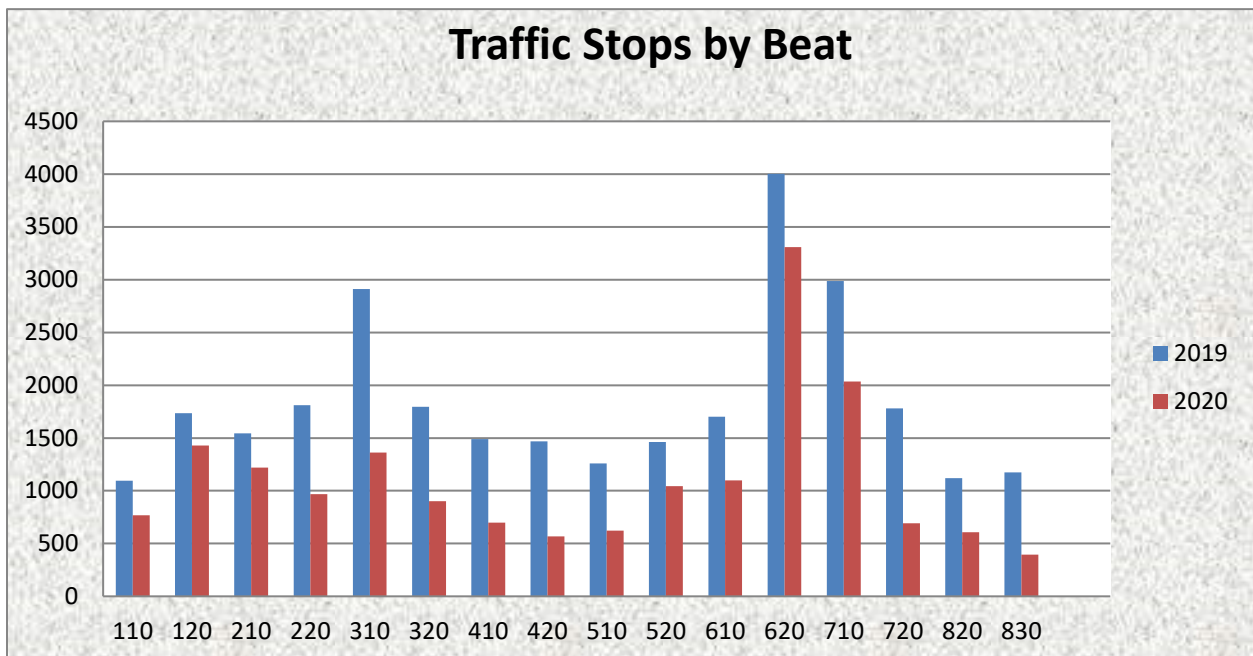
In addition to these officers, the department continues to expand its use of data analyzed by the Criminal Intelligence Section. In doing so, the practice of "intelligence led policing" is used to identify "hot spots" within the city where criminal activity is used to predict future incidents of

possible crimes. Departmental resources such as personnel from Operations, the Gang Task Force, the Special Intelligence Group, Vice-Narcotics Section, the Community Services Section, the Traffic Section, and task force partners (federal, state and local) are strategically deployed to those hot spots in an effort to disrupt the criminal activity. As part of their efforts, officers increase the police presence by conducting traffic stops, suspect stops, surveillance, and community outreach as a means of preventing lawbreaking in these high crime areas. Concentrating on high crime areas allows the department to be as efficient as possible in utilizing their personnel, partnerships and technology in an effort to reduce and eradicate crime in the neighborhoods of the city.



## Traffic Stops by Beat

The below chart displays the number of traffic stops that have occurred in each beat in 2019 and 2020. In 2020, the largest number of traffic stops occurred in beat 620 (3,308) followed by beats 710 (2,035) and 120 (1,428). The fewest number of traffic stops occurred in beats 830 (394) and 420 (569). The total number of traffic stops were lower in 2020 (17,713) compared to both 2019 (29,341) and 2018 (38,957). As expected, beats 620, 710, and 310 each had a large percentage of the city's traffic stops as these are the top three beats for violent crime percentage.

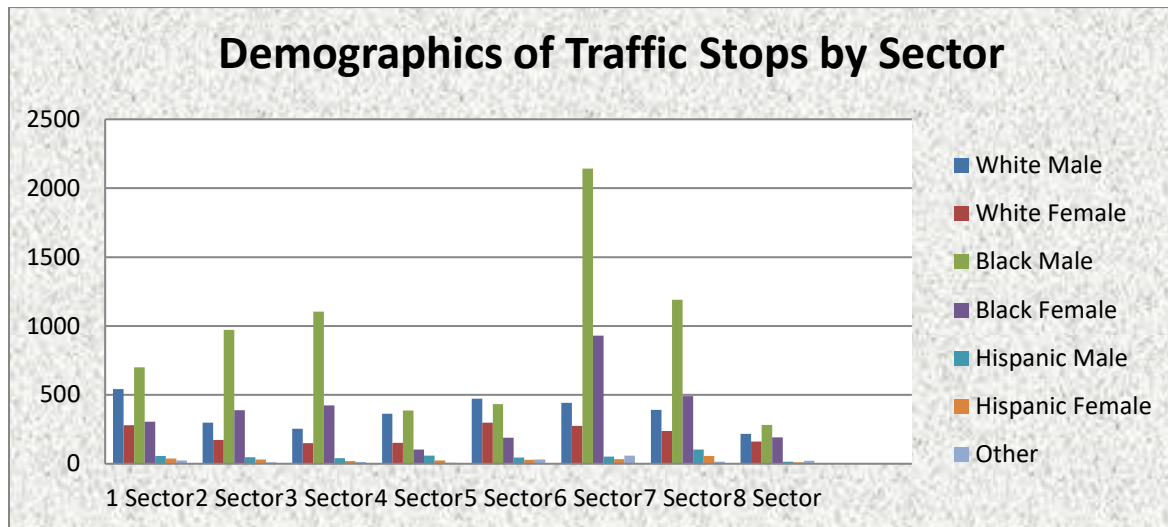


The large drop in traffic stops can most likely be attributed to the pandemic that started in March of 2020 and continued throughout the course of the year. The department also went thru a period where officers were assigned to 12 hours shifts instead of their typical 8 hour tours of duty. This coupled with the social justice unrest that swept the nation during the summer months created a perfect storm where proactive policing declined at a precipitous rate.



## Demographics of Traffic Stops by Sector

The next graph displays the demographics of traffic stops that have taken place in each sector. For example, of the 1,945 traffic stops that occurred in 1 Sector, 543 were of white males, 280 were of white females, 306 were of black females, and 699 were of black males.



## Traffic Stops – Warnings, Citations, Arrests

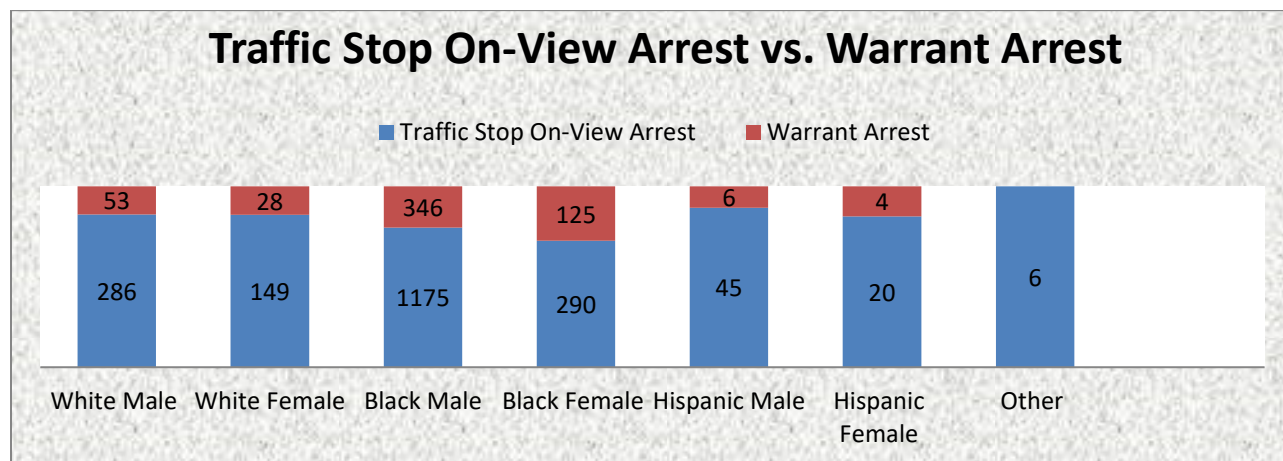
Result of Traffic Stop	Stops Resulting in Warnings		Stops Resulting in Citations		Stops Resulting in Arrest	
	2020	2019	2020	2019	2020	2019
White Male	50%	53%	38%	32%	12%	15%
White Female	51%	53%	39%	35%	10%	12%
Black Male	52%	53%	26%	24%	22%	23%
Black Female	54%	57%	32%	30%	14%	13%
Hispanic Male	53%	56%	34%	29%	13%	15%
Hispanic Female	53%	56%	37%	32%	10%	12%
Other	56%	61%	41%	35%	3%	4%

The table above displays the dispositions of traffic stops divided by race and gender. For example, the first row shows that out of all white males subjected to traffic stops in 2020, 50% received a warning, 38% received a citation, and 12% were arrested.

Police officers have discretion when it comes to issuing tickets to motorists and it appears that this discretion is being used as 52% of the time a warning is being issued to the driver of the vehicle on all traffic stops. Although warnings are given more often than not on traffic stops, it is important to note that when you compare totals from 2019 to 2020, you can see that the number of warnings given to drivers decreased in all of the demographic categories. In conjunction with the decrease in warnings given to drivers, all demographic categories showed an increase of citations issued to drivers.

The percentage of drivers arrested in 2020 on traffic stops decreased in all demographic categories from 2019, except for black females which went up one percentage point. It is important to note that an “arrest” in this category does not necessarily indicate that the individual was physically arrested. For example, individuals arrested for non-violent on-view violations/outstanding warrants can be issued a summons to appear in court at a later date. However, individuals issued a summons are still counted as being arrested.

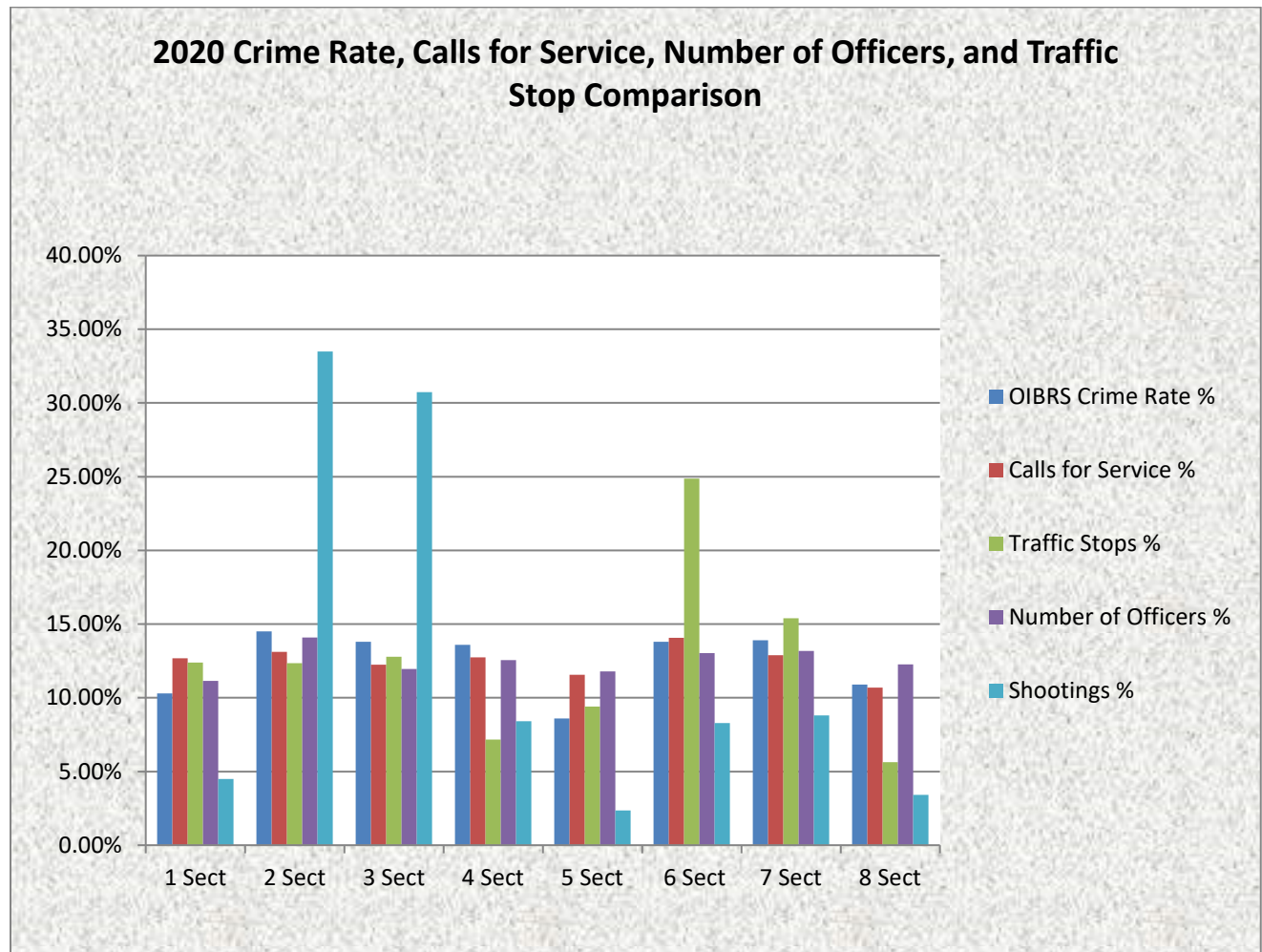
It should be noted that an officer’s discretion is removed in instances where the driver has a valid arrest warrant. The table below displays the number of arrests from traffic stops, broken down by those that had a valid arrest warrant versus an on-view arrest stemming from the traffic stop. It should be noted that officers have to specifically state that the arrest was from a warrant; all others are counted as an on-view arrest.



## Comparison of Numbers for 2020 by Sector

The below chart displays a comparison of the percentages of calls for service, traffic stops, violent crime rates, and shootings that occurred in each sector. For example, sector 1 had 10.30% of the OIBRS violent crime rates, 12.67% of the calls for service, 12.40% of the traffic stops, 4.49% of Toledo's shootings, and 11.15% of the officers assigned in the city for 2020.

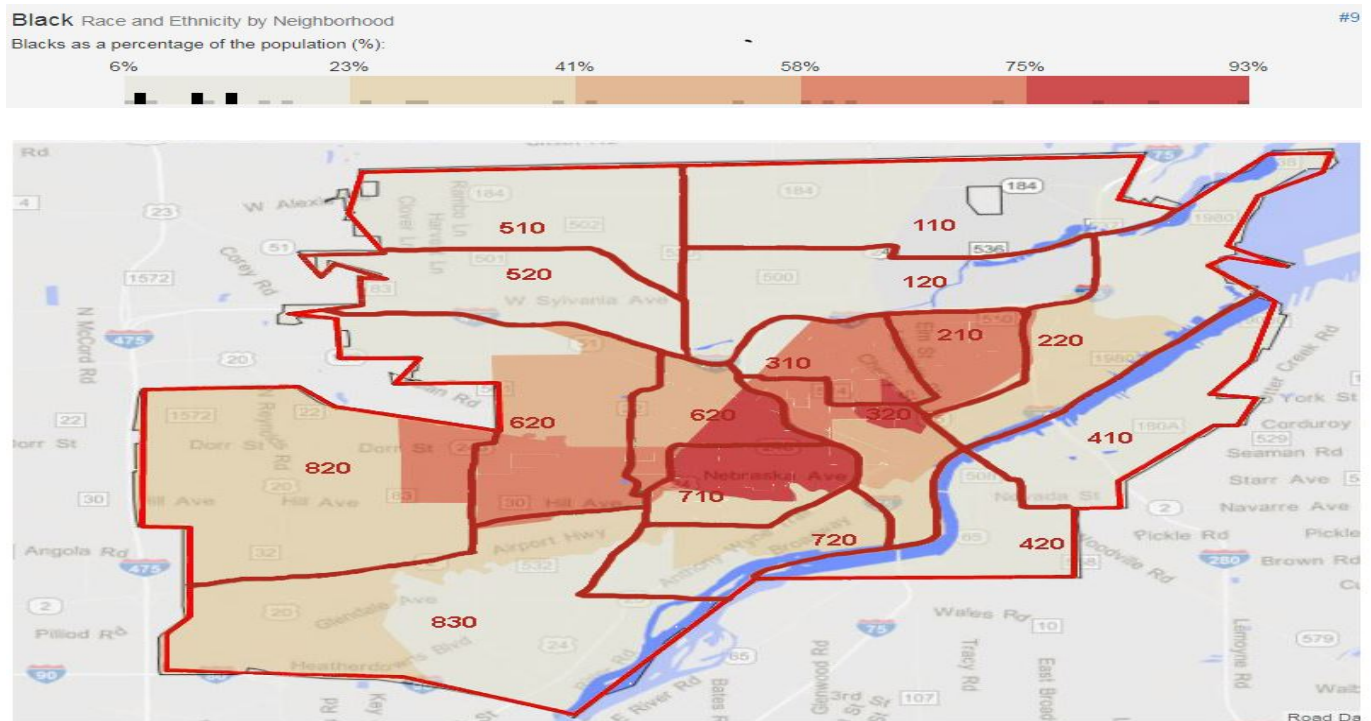
Traditionally, it would be expected that the percentages displayed in the chart would be proportional, and the percentage of calls for service, crime rates, number of traffic stops, shootings, and officers assigned would be similar by sector. In 2020, most of the percentages appear to be proportional except for the shootings in sectors 2 and 3 and the number of traffic stops conducted in 6 sector. The reason for the high number of traffic stops in Sector 6 could be because it had the highest percentage of calls for service, was number three for violent crime percentage, and if you exclude sectors 2 and 3 because of the gunshot detection technology, the sector had an elevated number of shootings. Also, 6 sector borders 7 sector; those two combined sectors accounted for almost half of the city's total homicides in 2020.



## Demographic Data

The demographic data shown below, while valuable, is displayed with some apprehension. The first issue is that the data is not current. The last census was completed in 2010, making this census data nine years old. It is highly probable that the data has changed since these charts were completed. The United States Census Bureau will be conducting a new census in 2020 (information delayed due to the pandemic). The second concern regarding this data is the effectiveness of using census data as a benchmark or baseline. Census data provides the actual number of residents in an area but does not account for the mobility of individuals. Also, according to a report produced by the National Organization of Black Law Enforcement Executives entitled, *Racial Profiling 'What Does the Data Mean'*, "The census is also known to have high 'miss' rates in the minority community, and like all statistical studies, the census also has an error rate." So, the possibility exists that actual demographic data in the areas most affected by this analysis may be underreported. The below demographic maps were located on StatisticalAtlas.com<sup>2</sup> based on 2010 Census data and represent the percentage of African-American, Hispanic and White residents within the city of Toledo. On each map, an outline of the Toledo Police Department beat map was overlaid. The darker shades of red indicate a higher percentage of a particular race that lives in that location.

### Black Race



<sup>2</sup> StatisticalAtlas.com

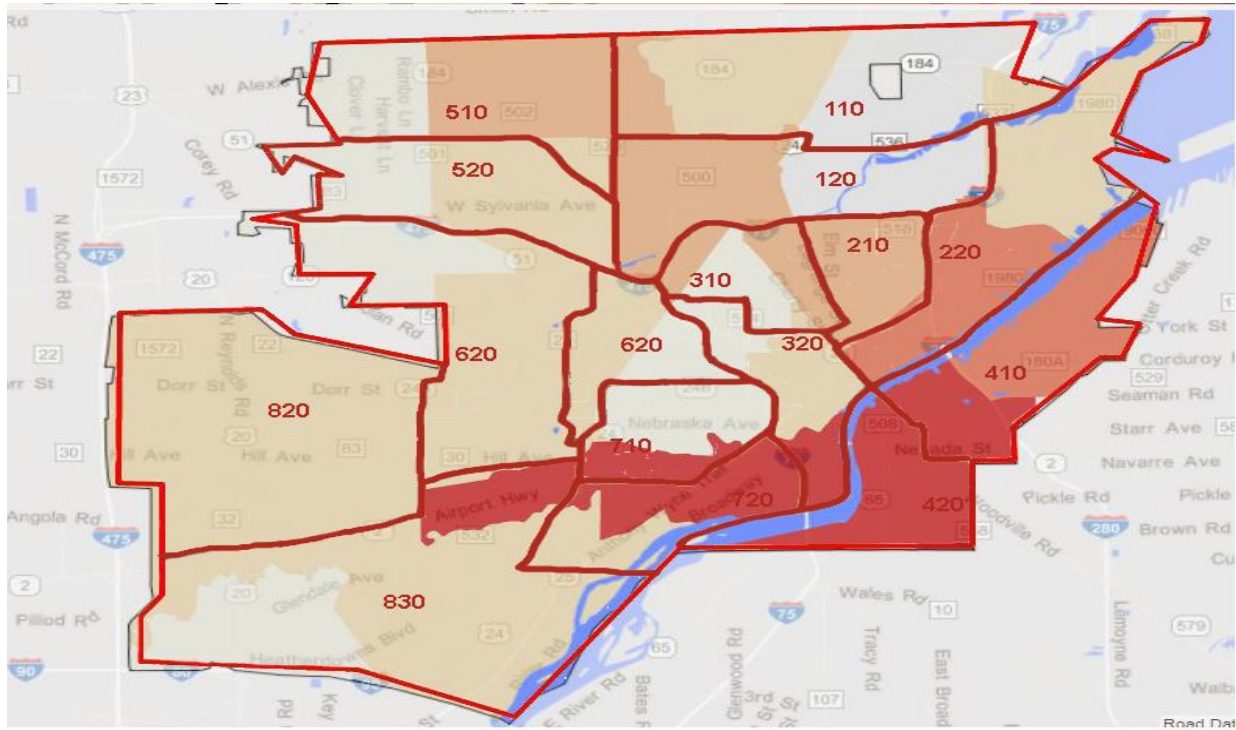
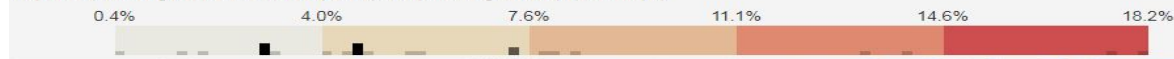


## Hispanic Race

### Hispanic Race and Ethnicity by Neighborhood

#8

Hispanics (excluding black and Asian Hispanics) as a percentage of the population (%):

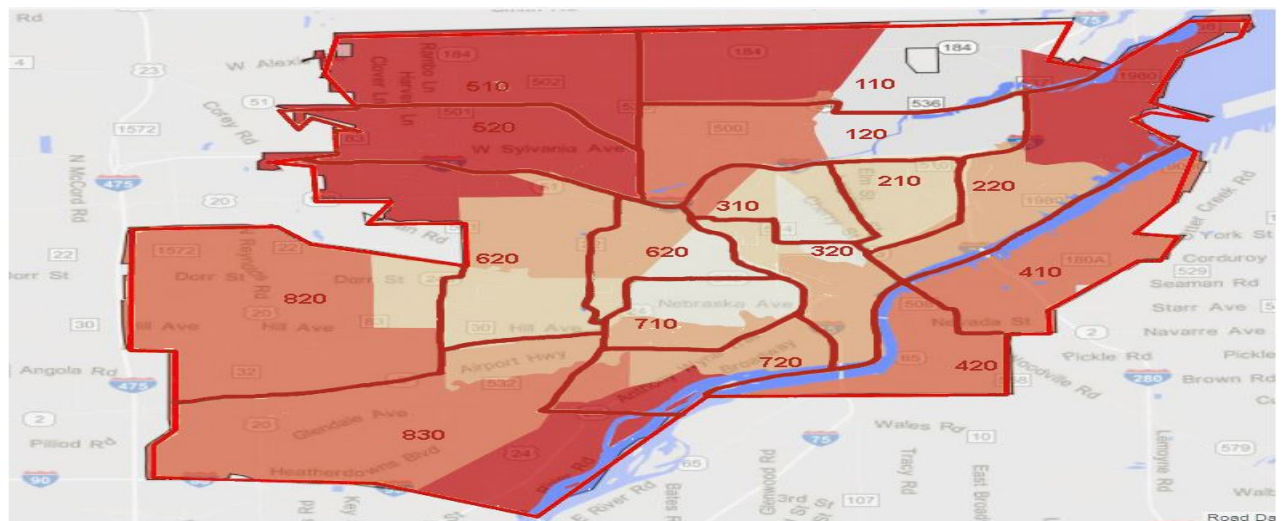


## White Race

### White Race and Ethnicity By Neighborhood

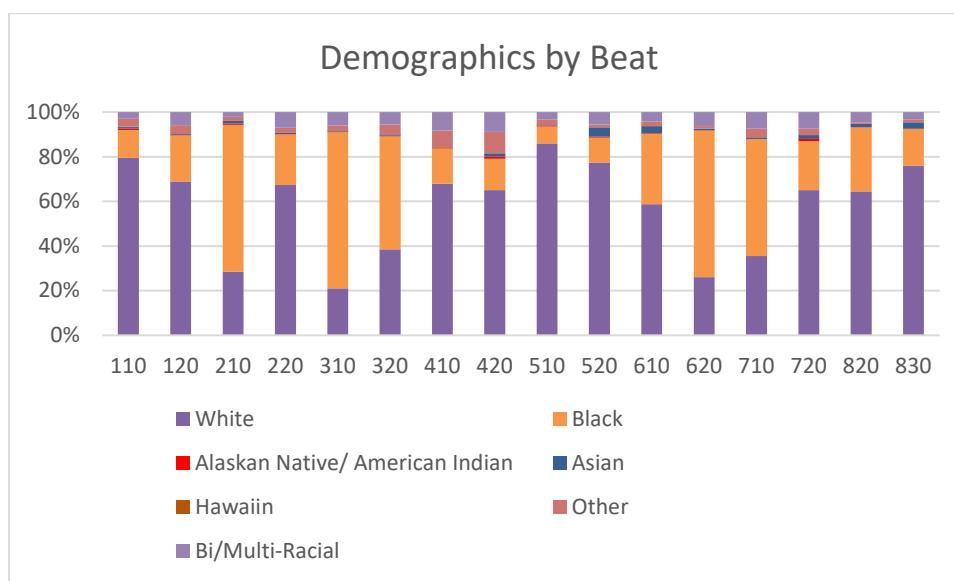
Whites (non-Hispanic) as a percentage of the population (%)

4% 21% 39% 56% 73% 91%



## Updated Demographic Data

In order to get an updated and potentially clearer picture of who actually resides in the sectors/beats of the city, the department's Criminal Intelligence Section took data from the United States Census Bureau <sup>3</sup> and broke it down into the below demographics by beat chart. The chart represents the percentage of White, African-American, Alaskan/Native-American Indians, Asian and other residents within the 16 beats located in the city of Toledo. This data is based off of the 2014-2018 American Community Survey (ACS) and is a five-year estimate of the demographics of the city.



Beats	110	120	210	220	310	320	410	420	510	520	610	620	710	720	820	830
Hispanic / Latino	8%	11%	7%	10%	4%	10%	18%	20%	7%	8%	4%	5%	11%	13%	4%	5%

Note: The city's estimated percentage of Hispanic/Latinos living in the department's beats are listed in the above chart. This information was not able to be included in the Demographics by Beat chart.

<sup>3</sup> SOURCE: <https://www.census.gov/geographies/mapping-files/time-series/geo/tiger-data.html>  
2014-2018 American Community Survey (ACS) 5-year Estimates

## Field Interviews / Subject Stops

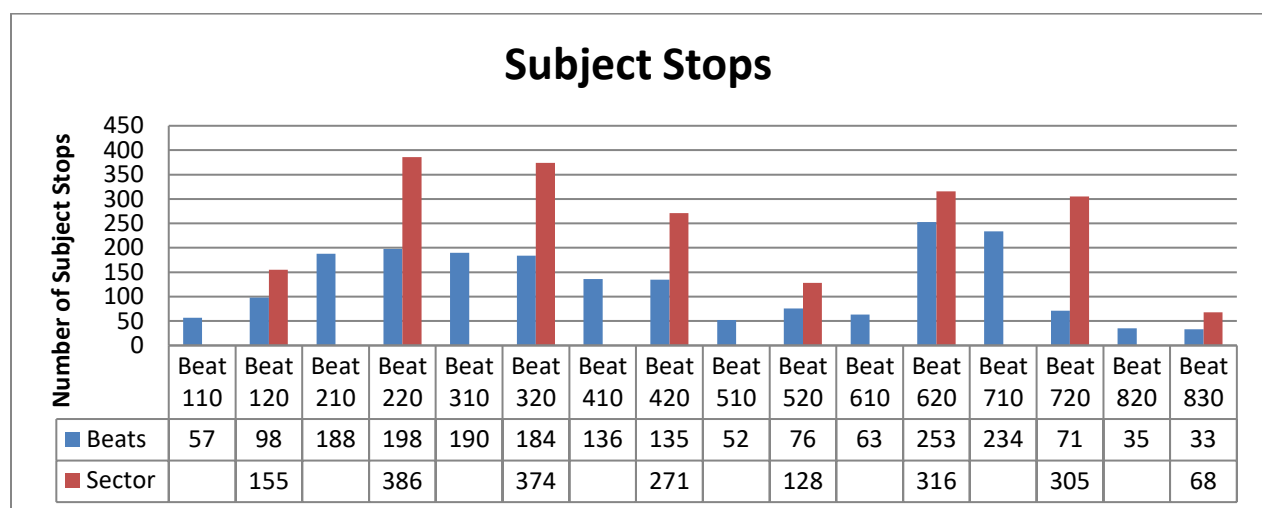
The below tables display data for subject stops and field interviews conducted by Toledo Police officers in 2020. A subject stop is when an officer stops an individual or a group of individuals while in a public place, but not in a moving vehicle. This can occur while on patrol or in response to a call. When an officer believes a person may have information pertaining to a crime, pattern of crimes and/or criminal suspects, or when an officer has reasonable suspicion to believe a person may have committed, may be committing, or may be about to commit a crime, they complete a Field Interview report. It is important to note that subject stop data is collected from the Tri-Tech CAD (Communications) system when an officer puts him/herself out on a subject stop. Field interview data is collected from the actual Field Interview reports that officers complete and that data is tabulated by the Criminal Intelligence Section. Therefore, a subject stop and a field interview could be counted under both totals.

Though not represented in the table,

Field Interview reports have been steadily declining since 2016. There were 1,113 less Field Interview reports completed by officers in 2020 than in 2016. In 2019 there were 696 field interviews conducted. This number dropped to 292 in 2020. A likely cause was the pandemic coupled with low department manpower. The most Field Interview reports were generated in beat 320 with 28 followed by beat 520 with 27. The fewest number of reports were generated in beats 720 with 8. Black males were the group that was recorded the most often on the reports totaling 135 (46%). This is a 14% decrease from 2019 – (419 black males interviewed- 60%). White males were the next highest group that field interviews were completed for with 117 (40%). This is a 12% increase from 2019 when 196 white males were interviewed (28%). The suspect's activity most often listed by officers on the report as the reason for the interview was *suspicious person activity*. *Exposer and theft activity* was cited as the next most frequent reasons for the interview.

After analyzing the data, race and gender do not appear to be factors in which individuals are stopped or how field interviews are completed by Toledo police officers. As an overall strategy to reduce criminal activity, the department typically assigns more officers to patrol identified hot spots, areas with higher calls for service, and/or areas where crime trends have been identified. As a result, more field interviews are expected to be conducted in those areas. Although property offenses are not discussed in this analysis, many of the crime series that are backed by statistical data from the Criminal Intelligence Section focuses on these types of crimes. For example, in 2020, 15 of the 18 crime series were initiated because of property offenses. As a result of this focused policing, burglaries in 2020 were down over 21% from 2019 and since 2012 when the crime series started, residential burglaries are down over 77% overall (8,329 in 2011 to 1,946 in 2020). It is to be expected that when the Criminal Intelligence Section puts out a series, more field interviews will be conducted to identify potential suspects and to deter criminal activity.

2020 Field Interviews By Race/Gender																	
	110	120	210	220	310	320	410	420	510	520	610	620	710	720	820	830	Total
White																	
Male	13	8	3	13	3	7	10	7	15	14	8	4	0	2	2	8	117
White																	
Female	2	3	0	1	1	0	3	1	0	2	0	1	0	2	0	0	16
Black																	
Male	7	6	9	3	9	21	6	9	3	9	10	16	9	2	7	9	135
Black																	
Female	0	0	0	0	0	0	0	0	0	1	0	3	1	0	0	3	8
Hispanic																	
Male	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	2
Hispanic																	
Female	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	2
Other																	
Beat																	
Total	22	20	13	17	15	28	20	18	19	27	18	26	11	8	10	20	
Sector																	
Total	42		30		43		38		46		44		19		30		292



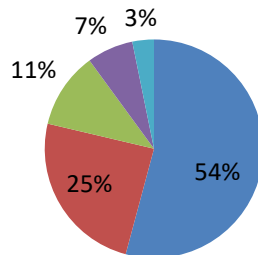
There were 2,003 occurrences where subjects were stopped by a Toledo police officer in 2020 compared to 2019 when there were 3,895 subjects stopped (49% decrease). In 2018 there were 4,914 subjects stopped. Beat 620 had the most subject stops with 253 followed by Beat 710 with 234. Again, both beats are in the top 3 beats for violent crime incidents. The beats with the lowest number of subject stops were 830 with 33 followed by 820 with 35. One reason for a lower number of subject stops in sector 8 could be that this sector had the third lowest amount of violent crime incidents, the least amount of calls for service and the second least amount of shooting incidents. The data supplied to the department does not break down subject stops by race and gender.



## Arrests

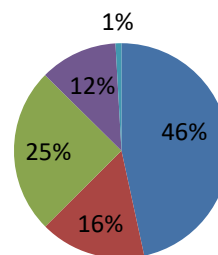
### Juvenile Arrests

■ Black Males ■ Black Females  
■ White Males ■ White Females  
■ Other



### Adult Arrests

■ Black Males ■ Black Females  
■ White Males ■ White Females  
■ Other



There was a total of 11,958 arrests made in 2020 and 19,712 arrests were made in 2019. The above graphs represent the arrests made in 2020 separated by juveniles and adults and then by race and gender. Hispanic arrests of both genders are included in the “Other” category. As stated earlier, an “arrest” does not necessarily indicate that the individual was physically arrested and taken to jail. Individuals arrested for non-violent on-view violations/outstanding warrants can be issued a summons and released at the scene with the expectation that they are to appear in court at a later date.

## Conclusion

As officers work to protect community members and their property, the department has taken great strides to ensure that individuals, with whom officers come in contact, are treated justly and without bias. This report highlights how department policy, training, inspections, supervisory review, investigations of citizen complaints, and a data driven approach work to reduce bias.

## Recommendations

The last year was challenging for the nation due to the continuing COVID-19 pandemic and the social unrest that started during the summer months and continued throughout the year. Toledo was not immune to the effects of these twin crises as violent crime rose 41% from 2019 to 2020 and a record number of homicides occurred within the city limits. The Toledo Police Department should continue proactive policing to deter crime and criminal activity by showing a police presence and engaging the community in order to learn their concerns. Methods that identify areas that could benefit from an increase in proactive policing measures should continue to be used as well. With a limited amount of personnel available, it is important to utilize those

resources in the most efficient way possible. It appears that certain beats/sectors within the city have higher violent crime rates and/or higher calls for service than others. In response to this, the department did a lengthy internal study in 2019 with the goal of trying to determine if redistricting would distribute the geographical areas of each beat in a more equitable way (the last redistricting occurred over a decade ago). The redistricting study found that the current boundaries do in fact distribute the workload in a reasonable manner. In order to increase efficiency to an even higher level, the lines were moved slightly in sectors 6, 7, and 8 to improve the workload balance at the Scott Park District Station. While the calls for service will never truly be equalized throughout the sectors, the outcome of the redistricting cannot properly be evaluated until a number of years have passed.

The Toledo Police Department should continue to build open and honest relationships with the public. Keeping an open dialogue with community members through events and partnerships has proven to be very beneficial. The Toledo Police Department website provides a wealth of information to the public. Users can access a crime map to see what crime is occurring in their neighborhood. They can also report a crime anonymously. Users can also use the website to find the department yearly goals and objectives, reports pertaining to use-of-force incidents/pursuits/bias-free policing, Internal Affairs and Equal Employment Opportunity (EEO) reports, community surveys, the department manual and much more. The flow of information to the public and community leaders should always remain high priorities for the Toledo Police Department.

In 2017, the Toledo Police Department began contracting with the National Testing Network to hire officers. The new hiring procedure was implemented in an attempt to attract a more diverse group of applicants by both simplifying the process and making it more accessible. A police force that represents the make-up of its community is essential as is a thorough and complete background investigation of each candidate. Hiring recruits that display traits of bias-free attitudes and an understanding of public service are vitally important. The 66<sup>th</sup> Toledo Police Academy class was hired in 2019 and graduated in February of 2020. Out of 37 graduates, 12 were females (32%). Nine of the 37 graduates were identified as Black, Hispanic or other (24%). This was followed by the 67<sup>th</sup> class that is set to graduate in the summer of 2021. Out of the 25 cadets that started the class in October of 2020, seven are females (28%). Fourteen of the 25 cadets identify themselves as Black, Hispanic or other (56%) which is a large increase from the prior class. The police department has and continues to make it a priority to recruit females and minorities to help diversify the ranks.

While there is no evidence of bias-based policing occurring within the department, the need to continuously monitor the situation is great. In an effort to improve the management of personnel, the Toledo Police Department is in the process of transitioning to an advanced police

force management and early intervention system. The new system, Benchmark Analytics, enhances the ability to collect and review data in areas such as vehicle pursuits, use-of-force incidents, performance evaluations, internal affairs complaints and officer training. This system will allow the Toledo Police Department to gather more comprehensive data and get a better understanding of officer and subject interactions.

The department should also continue annual training on issues relating to bias-based profiling with respect to the law on topics such as field contacts, traffic stops, and search and seizures. The department should also continue regular training officers on topics such as cultural diversity, implicit biases, and human relations and interpersonal communication skills.

Finally, it is important to note that first-line supervisors play an important role when it comes to combating bias-based policing. If an officer begins to display explicitly discriminatory behavior, the issue can be quickly and effectively addressed by a supervisor. Systems of accountability and taking corrective action when needed are vital to remain a bias free police department.

#17

**CITY OF TOLEDO**

February 19, 2013

**REAFFIRMATION OF EQUAL EMPLOYMENT OPPORTUNITY POLICY**

**I. REAFFIRMATION STATEMENT**

- A. The City of Toledo reaffirms its commitment to its Equal Employment Opportunity Policy and Program, as well as its Equal Access Opportunity Policy, and its Affirmative Action Plan. Specifically, the City of Toledo shall:
1. Provide equal opportunity in the recruitment, hiring, promotion, discipline, training and utilization of all individuals without regard to race, color, religion, national origin, age, sex, or disability.
  2. Provide reasonable accommodation in the recruitment, hiring, promotion, training and utilization of all qualified individuals known to have a disability.
  3. Provide equal access opportunity to all qualified individuals to all City-sponsored services and programs.
  4. Conduct business with firms, vendors and contractors that demonstrate and adhere to practices and outcomes consistent with the City of Toledo's Equal Employment Opportunity Policy, Equal Access Opportunity Policy and Affirmative Action Plan.
  5. Continue development, implementation and monitoring of ongoing plans and programs for achieving goals and objectives in the areas of equal employment opportunity, equal access opportunity and affirmative action, within a reasonable time frame.
  6. Comply with all applicable laws concerning equal employment opportunity, equal access opportunity and affirmative action.

**II. PROCEDURE**

The Procedure for implementing the City of Toledo's Policy on Equal Employment Opportunity, Equal Access Opportunity Policy and Affirmative Action Plan are contained in the City's Affirmative Action Plan, its plan for Title II of the Americans with Disabilities Act, as well as the various Federal, State and Local laws relative to this area.

### III. RESPONSIBILITY

- A. The Director of Affirmative Action/Contract Compliance shall be responsible for developing, revising and coordinating the day-to-day implementation of the City of Toledo's Equal Employment Opportunity Policy, Equal Access Opportunity Policy (i.e., Title II of the Americans With Disabilities Act) and Affirmative Action Plan.
1. The Director of Affirmative Action/Contract Compliance shall periodically review and evaluate personnel procedures, practices and outcomes with the Mayor, Human Resources Director and other designated personnel. The purpose for the reviews and evaluations is to ensure that personnel procedures, practices and outcomes are consistent with and in furtherance of the City of Toledo's Equal Employment Opportunity Policy and Program, Title II of the ADA, as well as the Affirmative Action Plan.
  2. The Director of Affirmative Action/Contract Compliance shall report to the Mayor, on an annual basis, the accomplishments and effectiveness of the City of Toledo's Equal Employment Opportunity Policy and Programs, Title II of the ADA, (Equal Access Opportunity Policy), as well as the Affirmative Action Plan.
- B. All City of Toledo directors, commissioners, managers, agency heads, supervisors and employees shall comply with and adhere to the City of Toledo's Equal Employment Policy and Program, Title II of the ADA (Equal Access Opportunity Policy), as well as the Affirmative Action Plan.

### IV. EFFECTIVE DATE

This Reaffirmation of the City of Toledo's Equal Employment Opportunity Policy shall take effect and be enforced from the date of issue.



Michael P. Bell  
Mayor

## **ADMINISTRATIVE POLICY AND PROCEDURE # 17**

Date Revised: February 19, 2013

SUBJECT: **AFFIRMATIVE ACTION POLICY AND PROCEDURE**

### **I. ADMINISTRATIVE POLICY RE: AFFIRMATIVE ACTION**

- A. The Administration declares that nondiscrimination, equal employment and equal employment opportunity are the policy of the City of Toledo in all of its decisions, programs and activities. To that end, all departments, divisions, agencies, boards, commissions, authorities and employees under the jurisdiction of the City of Toledo shall vigorously pursue the affirmative action course stated herein and comply with this Administrative Policy and Procedure and the Affirmative Action Plan established hereto, to ensure equality of opportunity, equal employment and nondiscrimination in the internal affairs of City government, as well as in relation with the public and those individuals or organizations doing business with the City of Toledo. Furthermore, any and all individuals or organizations, prime or subcontractors for goods or services, doing business with the City of Toledo, shall vigorously pursue an affirmative action course to ensure equality of opportunity, equal employment and non-discrimination in their enterprise.
- B. Affirmative action goals shall be included in the annual City of Toledo's Goals and Objectives and shall be monitored quarterly and annually. During the Mayor's annual accountability review, these goals, their accomplishments or demonstrated good faith efforts will be examined as a part of the budget review process. Compliance with regard to Affirmative Action Goals and Objectives shall continue to be a required component of any evaluation process established for directors, commissioners, and agency heads.
- C. The Administration shall determine if there is an underutilization of minorities, females and persons with disabilities in the City workforce, inclusive of the administrative level, and that one of the main thrusts of this Administrative Policy and Procedure (AP #17) is to provide a remedy for any documented underutilization within the provisions of the law and the City's authority and, when necessary, to provide corrective remedies consistent with the provisions of Title VII of the Civil Rights Act of 1964 as amended, and Title VII of the Civil Rights Act of 1991.
  - 1. With respect to the internal affairs of the City of Toledo, this Affirmative Action Policy and Procedure is designed to ensure that all individuals are given equal opportunity in employment, training, promotion and other job-related activities regardless of their race, color, creed, sex, disability,

ancestry, national origin, religion or age. Likewise, an affirmative effort shall be made to attract, recruit and hire individuals representative of those segments found to be underutilized in the City workforce. Also, affirmative efforts shall be made to develop and deliver in-service training programs appropriate and necessary to foster equal opportunity to all employees for promotions and to promote nondiscrimination within City departments, divisions, agencies, boards, commissions, authorities and employees. However, the overriding concern shall be to employ and promote only those individuals who are qualified for employment or promotion at the time when such employment or promotion is available.

- (a) Special consideration is to be given to minority, female or persons with disabilities seeking employment and/or promotion, who qualify on a relatively equal basis, in order to achieve a well integrated workforce in those areas where an imbalance exists. This will be further emphasized in those departments, division and agencies in which integration is nonexistent or disproportionate.
  - (b) This Policy affirms the City's commitment to affirmative action and equal employment opportunity regarding hiring of minority group members, female and persons with disabilities within provisions of the law and the City's authority.
- 2. All the departments, divisions, agencies, boards, commissions and appointed authorities, under the City of Toledo's jurisdiction shall adhere to this Affirmative Action Policy and Procedure and to the Affirmative Action Plan developed hereto.
  - 3. Any individual or organization, prime or subcontractor for goods and services, as well as construction firms doing business with the City of Toledo shall develop an affirmative action program and policy or adhere to the City of Toledo's Affirmative Action Plan and Policy stated herein. Prime contractors and subcontractors are herewith required to submit a copy of their affirmative action policy to the Office of Affirmative Action/ Contract Compliance for review.

## II. ADMINISTRATIVE PROCEDURE RE: AFFIRMATIVE ACTION

A. The Mayor shall designate an Affirmative Action/Contract Compliance Director.

- 1. The Affirmative Action/Contract Compliance Director shall be directly accountable to the Mayor and shall be responsible for, but not limited to:
  - (a) Administering this Policy and Procedure as it relates to employment and the Affirmative Action Plan.

- (b) Drafting and submitting the Affirmative Action Plan and Policy to the Mayor and implementing procedures consistent with same.
- (c) Providing leadership and technical assistance to the City of Toledo's departments, divisions, offices, agencies, boards, commissions, etc., consistent with and in furtherance of the purposes, goals and terms of this Policy and the Affirmative Action Plan.
- (d) Working in cooperation with the Human Resources Division in the development of a comprehensive affirmative action plan for recruitment, in-service training and promotions.
- (e) Conducting exit interviews with individuals who are leaving City employment.
- (f) Attending all Toledo Civil Service Commission meetings that deal with issues relevant to employment and affirmative action as needed.
- (g) Submitting to the Mayor written reports relative to the City of Toledo's compliance with this Administrative Policy and Procedure and with the Affirmative Action Plan.
- (h) Acting as the City's representative in relation with equal employment opportunity enforcement agencies.
- (i) Analyzing, currently and continuously, federal, state and local equal employment opportunity laws and their effect on the City, reviewing problem areas with the Law Department.

B. The Office of Affirmative Action/Contract Compliance shall operate under the direct jurisdiction of the Mayor. This shall be an internal City office, not to be confused with the Board of Community Relations.

- 1. The Office of Affirmative Action/Contract Compliance shall be responsible for developing and implementing the City's programs in regard to affirmative action as well as monitoring the effectiveness of the City's overall policy and plan. Furthermore, and more specifically, the Office of Affirmative Action/Contract Compliance shall, via its Director, be responsible for, but not limited to, the following:
  - (a) Annually evaluating the City's progress toward meeting goals and timetables relative to affirmative action.



- (b) Revising and amending the respective goals or methods relative to affirmative action within the dictates of the law and in furtherance of the City's commitment expressed herein.
  - (c) Periodically evaluating program results pertaining to recruitment, employment, promotion and contract compliance.
  - (d) Working with the Department of Human Resources in those areas pertinent to the implementation of the Policy and delineated herein.
- C. The Mayor shall designate as many individuals as he deems necessary to be Affirmative Action Specialists.
  - 1. Each Affirmative Action Specialist shall be accountable to the Affirmative Action/Contract Compliance Director, and shall be responsible for, but not limited to, the following areas dealing with affirmative action:
    - (a) Identifying equal employment problem areas within the City's departments, divisions, agencies, etc.
    - (b) Monitoring and evaluating the City's hiring practices and promotional patterns periodically to identify impediments to the attainment of affirmative action goals and timetables and recommend procedures to promote equal employment.
    - (c) Monitoring and evaluating personnel related matters regarding hiring, job assignments, promotions, demotions, terminations and lay-offs in areas related to, or that impact on, the City of Toledo's Affirmative Action Policy and Plan.
    - (d) Assisting departments, divisions, commissions, etc., in identifying problem areas and establishing specific goals and objectives for the respective department, division, commission, etc., as it pertains to equal employment.
    - (e) Reporting to the Affirmative Action/Contract Compliance Director those departments, divisions, commissions, supervisors, etc., who obstruct implementation of, or compliance with, the City of Toledo's Affirmative Action Policy and Plan, as well as the circumstances which caused said obstruction.
    - (f) Monitoring departments, divisions, etc., periodically to ensure that each is in compliance in areas such as:
      - (1) Properly displaying posters relative to equal employment.

- (2) Properly displaying all notices regarding hiring, promotion or training opportunities.
  - (g) Investigate allegations of discrimination filed by City employees in the areas of job assignments, promotions, demotions, disciplines, training, transfers, terminations, layoffs and recalls.
  - (h) Develop and present workshops and seminars in the areas of cultural diversity, human relations, sexual harassment, and equal employment opportunity.
- D. The Mayor shall designate as many individuals as deemed necessary to be Contract Compliance Specialists.
- 1. Each Contract Compliance Specialist shall be accountable to the Affirmative Action/Contract Compliance Director and shall be responsible for, but not limited to, the following areas dealing with contract compliance:
    - (a) Periodically monitoring the City's departments, divisions and agencies to ensure they are in compliance with Ordinance No. 838-91 which declares the City's commitment to a goal oriented Minority Business Enterprise Program for contractors and subcontractors participating in the City of Toledo's constructions projects, HUD assisted construction projects, and suppliers of goods and services.
    - (b) Dissemination of information to contractors regarding the City's Disadvantaged Business Participation Program.
    - (c) Review of local, state and federal regulations regarding minority businesses to determine their applicability to and impact on City activities.
    - (d) Dissemination of prevailing wage changes to contract letting divisions.
    - (e) Receipt, review and retention of payrolls from contractors on federal projects.
    - (f) Monitoring and evaluating of federally assisted projects for adherence to minimum wage requirements.
    - (g) Review of contract documents provided by the Support Services Division, Purchases and Supplies Section, to the contractor

awarded a bid, to verify and ensure that pertinent contract compliance documentation is included in the packet/booklet.

- (h) Preparation and submission to local, state and federal authorities of required reports on minority business enterprises.
- (i) Solicitation of the MBE commitment from majority contractors who deal with the City and monitoring of their compliance efforts.

E. Equal Employment Opportunity Representative shall:

1. Be selected on a voluntary basis or elected by co-workers.
2. Assist the Affirmative Action/Contract Compliance Director in working with each department, division, and agency to identify problem areas which may impede equal employment efforts.
3. Attend all scheduled meetings for department representatives convened by the Office of Affirmative Action/Contract Compliance to keep members informed of EEO laws and recent developments and information as to their continued responsibility.
4. Keep departmental, divisional and agency employees informed of EEO policy.
5. Keep the Office of Affirmative Action/Contract Compliance informed of EEO problems affecting employees within the section.

F. The Department of Human Resources shall:

1. Consult jointly with the Affirmative Action/Contract Compliance Director and the Mayor as to the initiation of any action to correct deficiencies which may be discovered that relate to equal employment policy and/or practice.
2. Ensure compliance with the Toledo Civil Service Commission's Rules and Regulations and the Uniform Guidelines on Employee Selection (1978). These regulatory mechanisms include such areas as examination validation, examination notices, establishment of eligible lists, types and methods of examinations, and other facets of the selection process.
3. Have the responsibility for recruitment. Develop and maintain a standardized and comprehensive recruitment program directed toward the attainment of a quality workforce which attracts qualified minorities, females and individuals with disabilities. This program may include but will not be limited to the following methods: advertising, both general

and focused within the affected class(s), public education programs, job fair participation, sufficient dispersal of job announcements, and other procedures designed to obtain ample representation with respect to qualified minorities, females and persons with disabilities.

4. Have responsibilities which include, but not be limited to, the initiation and direction of extensive personnel practices and procedures which ensure equal treatment in employment, improving existing City practices and determining the impact of incorporating new practices and procedures when necessary.

G. Law Department

The Law Department shall:

1. Review all complaints and investigatory reports prepared by the Office of Affirmative Action/Contract Compliance in which an allegation of discrimination by the City of Toledo is raised.
2. Assist the Affirmative Action/Contract Compliance Director in updating a quarterly list of all civil rights actions filed against the City.
3. Periodically review the Affirmative Action Policy and Procedure and the affirmative action plan to ensure compliance with the law.

H. Directors, commissioners, agency heads and supervisors, etc. shall:

1. Comply with this Administrative Policy and Procedure.
2. Exercise and exhibit personal leadership in maintaining and carrying out the City of Toledo's Affirmative Action Policy and Plan designed to promote equal employment opportunities to all employees within his/her jurisdiction and shall:
  - (a) provide resources to administer the agency's equal employment opportunity goals in a positive and effective manner
  - (b) assure that all department, division and agency employees are informed of the Affirmative Action Policy and Plan and encourage their cooperation in complying with same
  - (c) assist the Affirmative Action/Contract Compliance Director with the assessment of employees in terms of capabilities and career interests in order to provide guidance toward appropriate education and/or training to achieve the employee's promotion goals.

All departments, divisions and agencies of the City shall:

3. Develop Affirmative Action Goals and Objectives as part of the annual budget process.
4. Work with the Affirmative Action Director to establish specific annual goals for affirmative action within their respective department, division or agency.

I. The Mayor shall:

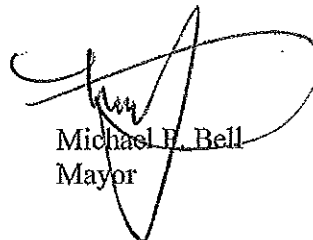
1. Appoint a citizen's advisory board, i.e., the Board of Community Relations, pursuant to the Toledo Municipal Code Chapter 159, to advise Council as to the City's compliance with its Affirmative Action Policy, plan and goals, as well as to advise Council regarding community relations as it pertains to race, color, creed, national origin, sex and/or disability; specifically as it relates to employment, housing and neighborhood practices.
2. The Board of Community Relations shall comply with its specific responsibilities as delineated in Toledo Municipal Code, Chapter 159. The Board of Community Relations shall monitor the City's Affirmative Action Policy and Procedures, as well as advise the City Council regarding same.

III. ACCOUNTABILITY AND SANCTIONS

- A. The Mayor shall, in evaluating the performance of administrators, include as an integral component of such review, a critique of said administrators' leadership and achievements in pursuit of stated affirmative action goals.
- B. Any administrator who is unsupportive of the mandates contained within this policy or who engages in obstructionist tactics as related to its implementation shall incur sanctions, including possible termination.

IV. EFFECTIVE DATE: February 19, 2013

This Administrative Policy and Procedure shall take effect and be enforced from the date of issue.



Michael E. Bell  
Mayor

## **ADMINISTRATIVE POLICY AND PROCEDURE #31**

Date Issued: October 9, 1984

Date Effective: July 10, 2017

Revised: July 10, 2017

SUBJECT: **SECTION 504 GRIEVANCE PROCEDURE**

### **I. ADMINISTRATIVE POLICY**

A. The City of Toledo has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by federal regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794). Section 504 states, in part, that "No otherwise qualified handicapped individual . . . shall, solely by reason of his handicap, be excluded from the participation and be denied the benefits of or be subject to discrimination under any program or activity receiving federal financial assistance . . ." As defined under the Act, a handicapped individual is a person who: (a) has a physical or mental impairment which substantially limits one or more of such person's major life activities; (b) has a record of such impairment or condition; or (c) is regarded as having such an impairment.

B. For the purpose of this Administrative Policy, complaints should be addressed to the ADA Coordinator in the Office of Diversity & Inclusion who has been designated to coordinate Section 504 compliance efforts.

### **II. PROCEDURE**

A. A dated Complaint should be filed containing the name and address of the complainant, the name of the party allegedly discriminating, a description of the nature of the alleged discrimination. The complainant may amend the complaint at a later date for clarification or amplification.

B. A Complaint should be filed within 180 days after the complainant becomes aware of the violation. Violations which occurred within six months prior to the adoption of the grievance policy may also be brought.

C. If an investigation of the complaint is deemed inappropriate, the coordinator will notify the complainant of that determination and his reasons for it.

D. If an investigation of the Complaint is deemed necessary, the Coordinator shall conduct an informal, but thorough, investigation. This investigation will include the name and address of each person interviewed, a summary of their statement, copies of any documents and a summary of any evidence disclosed. Parties to the Complaint

will have an opportunity to present evidence, information or arguments to the Coordinator, either oral or written. The identity of the complainants will be kept confidential except to the extent that it is necessary to conduct an investigation.

E. The Coordinator shall state, in writing, his findings and a recommended resolution within sixty (60) days. A copy of that decision shall be issued and, on the date of that decision, a copy shall be forwarded to the complainant.

F. The Section 504 Coordinator shall maintain the files and the records of the City of Toledo relating to the Complaints filed.

G. Complainant can request a reconsideration of the case in instances where he/she is dissatisfied with the resolution. The request for reconsideration should be received within thirty (30) days by the Office of the Mayor.

H. No person shall be intimidated, threatened, coerced or discriminated against for filing a Complaint, furnishing information or assisting in an investigation.

I. The right of a person to a prompt and equitable resolution of the Complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as filing of a Section 504 Complaint with the responsible federal department or agency. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

J. The rules shall be construed to protect the substantive rights of an interested person, to meet appropriate due process standards, and to assure that the City of Toledo complies with Section 504 in implementing regulations.

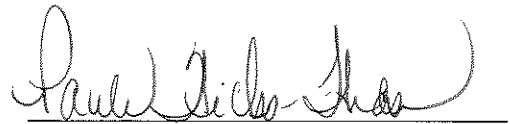
### III. **RESPONSIBILITY**

A. Each department, division and agency head shall become familiar with Section 504, the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) to avoid the possibility of discrimination against the physically or mentally handicapped.

B. Each department, division and agency head is required to continually afford equal opportunity to qualified physically and mentally handicapped individuals.

### IV. **EFFECTIVE DATE**

This Administrative Policy and Procedure shall take effect and be enforced from the date of issue.

A handwritten signature in dark ink, appearing to read "Paula Hicks-Hudson", written over a horizontal line.

Paula Hicks-Hudson, Mayor

**ADMINISTRATIVE POLICY AND PROCEDURE# 34**

Date Issued: April 1, 1995

Date Effective: February 19, 2013

**SUBJECT: SEXUAL HARASSMENT PREVENTION POLICY**

**I. POLICY**

- A. The City of Toledo prohibits and shall not condone sexual harassment in its work environment.
- B. No City of Toledo employee shall initiate, engage in alone or with others, or encourage another to commit sexual harassment in the workplace.
- C. Violation of this Policy may result in discipline, up to and including termination.

**II. DEFINITION**

- A. Sexual harassment is defined as follows:
  - 1. Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature made on the sole basis of the victim's sex.
  - 2. Sexual harassment occurs when:
    - a. Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment;
    - b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
    - c. Or, such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating or hostile work environment.
- B. Sexual harassment does not depend, in any way, upon the sex of the harasser.
- C. For purposes of this policy, sexual harassment shall also include displaying of sexually inappropriate internet sites, and/or use of email, texting or any other form of electronic media to convey sexually explicit images or comments.



- D. Examples of sexual harassment include, but are not limited to, unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; repeated sexual jokes; flirtations; advances or propositions; verbal abuse of a sexual nature; graphic, verbal commentary about an individual's body, sexual prowess or sexual deficiencies; leering; whistling; touching; pinching; assault; coerced sexual acts; sexually suggestive or obscene comments or gestures; and display in the workplace of sexual suggestive objects or pictures.

### **III. COVERAGE**

- A. This Policy applies to all employees of the City of Toledo whether full-time, part-time, temporary or seasonal. It also applies to volunteers and interns working under the direction of City employees. It applies to City employees at City-sponsored events or while on City business.

### **IV. REPORTING**

- A. Any employee who believes that they have been subjected to or witness to sexual harassment, shall clearly and promptly report the incident to their supervisor and in no event later than ten (10) days after the incident occurred. In any situation where the employee's immediate supervisor was involved in the incident of sexual harassment, the employee shall report to their Manager, Commissioner, or Department head.
- B. Any supervisor who receives notice of a sexual harassment complaint will promptly report the incident to his/her Manager, Commissioner, or Department head, who will in turn notify a representative of the Office of Affirmative Action/Contract Compliance.
- C. The Complaining Party or the City official receiving the Complaint shall reduce it to writing.

### **V. EMPLOYEE/EMPLOYER OBLIGATIONS**

- A. All employees of the City of Toledo shall:
  - 1. Comply with this Policy as outlined in section I.
  - 2. Cooperate with any appropriate investigation performed under this Policy.
  - 3. Employees who believe they are victims of sexual harassment are encouraged to immediately inform the alleged perpetrator that his or her conduct is perceived as unwelcome and that it should cease. If a victim of

sexual harassment, report a witnessed or experienced incident of sexual harassment to either the employee's supervisor, Manager, Commissioner or Department head.

4. Cooperate with supervisors in implementing an appropriate remedy to the harassment. This includes taking advantage of reasonable and fair solutions offered by the supervisor.

B. All supervisors, Managers, Commissioners or Department heads shall:

1. Take action to prohibit and prevent sexual harassment within the work environment.
2. Take responsibility for reviewing with their staff members the reporting procedures set forth in this Policy.
3. After an investigation of sexual harassment allegation is complete, take effective and appropriate further action including, but not limited to, discipline, Employee Assistance referral, etc. Any decision for further action shall be made by the Appointing Authority or his/her designee, after consultation with the Human Resources Director.

### **III. RESPONSIBILITIES**

A. It shall be the responsibility of the Office of Affirmative Action/Contract Compliance to provide overall enforcement of the City of Toledo's Sexual Harassment Policy, and:

1. Disseminate this Policy to every department, division and agency head.
2. Provide training to every department, division, and agency employee regarding compliance with this Policy.
3. Monitor personnel actions and remedy any situation that violates this Policy.
4. Compile information and/or data on sexual harassment complaints.

B. Upon report of an incident of sexual harassment the Manager, Commissioner, or Department head shall, in conjunction with the Office of Affirmative Action/Contract Compliance, conduct an investigation into the matter. The investigation shall be conducted in a fair, confidential, impartial and speedy manner. Their responsibilities will include:

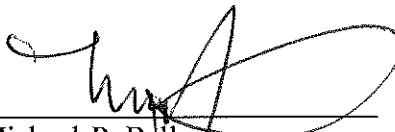
1. Determining the veracity and/or severity of the incident involved, including thoroughly ascertaining facts from the reporting individual and the alleged harasser in a non-judgmental manner. Determine frequency and type of alleged harassment, including details of times and locations. Interview witnesses, if any.
  2. The appropriate response or disciplinary action, up to and including termination, and;
  3. Compiling a written report outlining the outcome of their investigation and, as might be necessary, any corrective action taken, both regarding the present incident and measures taken to prevent future like instances.
- C. Upon receipt of a complaint under this Policy, the Office of Affirmative Action/Contract Compliance will promptly investigate such Complaint. Absent the presence of extenuating circumstances, such investigation should be completed with 30 days of the date the Office receives notice of the Complaint.
- D. The final written report will be sent to the office of the Mayor and the employee shall be informed of the outcome of the investigation and the written report will be made available to him/her upon request.
- E. In the event of an incident of sexual harassment, the Office of Affirmative Action/Contract Compliance shall inform the affected employees of their counseling options, if any are necessary and/or available.
- F. All Managers, Commissioners, or Department heads are responsible for disseminating, complying and adhering to this Administrative Policy and Procedure.

#### IV. NON-RETALIATION

- A. This policy prohibits retaliation or harassment of any employee who brings a *good faith* complaint of sexual harassment, as defined above or, who assists in the investigation of such complaints; the employee shall not be suspended or discharged because of reporting or aiding in the investigation of a sexual harassment complaint.
1. Any retaliation or harassment associated with an employee's report of sexual harassment should be reported to their supervisor, Manager, Commissioner or Department head for investigation and disposition.
- C. Illegitimate use of this Policy to report a *badfaith* complaint is unacceptable. Any employee found to have misused the procedures in this Policy will be subject to disciplinary actions, up to and including termination.

**V. EFFECTIVE DATE**

This Administrative Policy and Procedure will be enforced effective February 19, 2013.

  
\_\_\_\_\_  
Michael P. Bell  
Mayor  
Date: 2/27/13

**ADMINISTRATIVE POLICY AND PROCEDURE # 46**

Date Issued: April 1, 1995

Revised: September 14, 2010

Revised: September 2, 2015

**SUBJECT:** POLICY AGAINST DISCRIMINATION AND HARASSMENT ON  
LEGALLY-PROTECTED BASES

**I. POLICY**

- A. The City of Toledo ("City") complies with local, state and federal laws that protect applicants and employees from unlawful discriminatory employment practices. It is the City's policy to afford a work environment free of unlawful discrimination and harassment.
- B. The City prohibits discrimination and harassment on legally-protected bases including: race and color, national origin and ancestry, military status, sexual orientation, sex, gender identity (including non-conformance with traditional gender stereotypes and transgender status), pregnancy, age, disability, and religion.
- C. The City prohibits discriminatory practices on the basis of any legally-protected status in hiring, promotion, tenure, discharge, pay, fringe benefits, job training, classification, referral, terms, conditions, and privileges of employment, or any other matter directly or indirectly related to employment.
- D. The City prohibits retaliation against any person because that person has opposed any unlawful discriminatory practice or participated in any protected activity.
- E. No City of Toledo employee shall initiate, engage in alone or with others, or encourage another to commit harassment in the workplace.

**II. COVERAGE**

- A. This Policy applies to all employees of the City of Toledo and temporary or seasonal workers. It also applies to volunteers and interns working under the direction of City employees. It applies to City employees at City-sponsored events or while on City business.

### III. HARASSMENT PROHIBITED

- A. Harassment prohibited by this Policy includes conduct of a nature that ridicules, intimidates, humiliates, or harasses a reasonable person on the basis of any legally-protected status.
- B. Harassment also includes the creation of a hostile work environment, verbally or physically abusive treatment and requiring submission to sexual advances as a condition of employment, continued employment, or promotion.
  - 1. Administrative Policies addressing sexual harassment and workplace violence may be applied in accord with this Administrative Policy.
- C. Harassment occurs when:
  - 1. Submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment;
  - 2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
  - 3. Or, such conduct is so severe or frequent that it has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating or hostile work environment.
- D. Harassment based on any legally-protected status does not depend upon the alleged harasser's legally-protected status, if any.
- E. For purposes of this Policy, harassment based on any legally-protected status shall also include displaying of inappropriate internet sites, and/or use of email, texting or any other form of electronic media to convey patently offensive images or comments based on legally-protected status.
- F. Examples of harassment include, but are not limited to: repeated jokes that disparage individuals or groups based on their legally-protected status; verbally abusive language based on legally-protected status; graphic or verbal commentary about an individual's legally-protected characteristics, and display of objects or images in the

workplace that impugn individuals or groups based on any legally-protected status.

#### **IV. REPORTING PROCEDURES**

- A. Any employee who believes that he or she has been subjected to or has witnessed discrimination or harassment based on any legally-protected status shall promptly, and in no event later than ten (10) days after the incident occurred, report the incident to his or her supervisor. In any situation where the employee's immediate supervisor was involved in the incident of harassment, the employee shall report the alleged conduct to his or her Manager, or Commissioner, or Director, or to the Office of Affirmative Action/Contract Compliance.
- B. Any supervisor, Manager, Commissioner, or Director who receives an employee's report of alleged discrimination or harassment must promptly notify 1.) his or her superior and 2.) the Office of Affirmative Action/Contract Compliance of the alleged incident.
- C. The employee reporting or alleging a Complaint of discrimination or harassment on any legally-protected basis must reduce it to writing.
- D. Any employee who witnesses or experiences any incident of discrimination or harassment shall promptly report the conduct in accord with this Policy, regardless of who the alleged victim or alleged perpetrator is.
- E. Any employee who believes that he or she is a victim of discrimination or harassment based on any legally-protected status should promptly inform any alleged perpetrator that his or her conduct is unwelcome and that it should cease.

#### **V. EMPLOYEE RESPONSIBILITIES**

- A. All employees of the City of Toledo shall:
  - 1. Comply with this Policy.
  - 2. Cooperate with any appropriate investigation performed under this Policy.

3. A victim of discrimination or harassment shall cooperate in implementing an appropriate remedy to the alleged harassment. This includes taking advantage of reasonable and fair solutions offered by the City.

B. Supervisors, Managers, Commissioners or Department Directors shall:

1. Take action to prohibit and to prevent discrimination or harassment on legally-protected bases in the work environment.
2. Reviewing with their staff members the reporting procedures of this Policy.
3. After an investigation of alleged discrimination or harassment is complete, take effective and appropriate action, including but not limited to discipline, Employee Assistance referral, etc. Any decision for further action shall be made by the Appointing Authority or his/her designee, after consultation with the Mayor or his/her designee.
4. Upon the Affirmative Action/Contract Compliance Office's completion of any investigation (See Section V, below.), the relevant Department Directors are responsible for remedying complaints of workplace harassment.

**V. OFFICE OF AFFIRMATIVE ACTION/CONTRACT COMPLIANCE RESPONSIBILITIES**

A. The Office of Affirmative Action/Contract Compliance is responsible for monitoring and enforcing compliance with this Administrative Policy and Procedure. This shall include:

1. Disseminating and ensuring posting of this Policy City-wide.
2. Providing in-service training as needed.
3. Monitoring appropriate personnel actions to remedy any situation that violates this Policy.



- B. Upon report of an alleged incident of harassment based on legally protected bases, the Office of Affirmative Action/Contract Compliance, in conjunction and cooperation with the Manager, Commissioner, or Department Director shall conduct an investigation into the Complaint. The investigation shall be conducted in a fair, objective, impartial, confidential (to the extent allowed by law) and speedy manner.
- C. Investigations in accord with this Policy must:
1. Assess the veracity and severity of the incidents alleged as related to this Policy;
  2. Assess whether allegations are valid and substantiated;
  3. Conduct interviews with all Parties and witnesses, affording fairness and respect to each person;
  4. Collect any relevant, tangible evidence and evaluate its sufficiency;
  5. Recommend an appropriate remedy and response, including disciplinary action necessary, if any, and;
  6. Compose a written report addressing the allegations, the outcome of the investigation and, as might be necessary, any corrective or remedial action recommended or taken, both regarding including any appropriate measures taken to prevent future like instances.
- D. Upon receipt of a Complaint under this Policy, the Office of Affirmative Action/Contract Compliance must conduct a reasonably prompt investigation of any Complaint. Absent the presence of extenuating circumstances, such investigation should be completed with 30 days of the date the Office receives notice of the Complaint.
- E. The report will be sent to the Law Department and then to the Office of the Mayor. The employee alleging harassment and the employee accused of harassment shall be informed of the outcome of the investigation and the written report will be made available to each party upon request.

- F. In the event of a complaint of harassment, the Office of Affirmative Action/Contract Compliance shall inform the affected employees of their employment assistance program ("EAP") counseling options.

## VI. NON-RETALIATION

- A. This policy prohibits retaliation against any employee because the employee has opposed any unlawful discriminatory practice, or because that person has complained of, testified, assisted or participated in any manner in any investigation, proceeding or hearing. An employee shall not be suspended or discharged or otherwise retaliated against because of reporting or aiding in the investigation of a discrimination or harassment complaint.

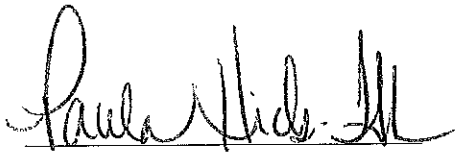
1. Any retaliation associated with an employee's report of harassment or discrimination should be reported to their supervisor, or Manager, or Commissioner or Department Director or to the Office of Affirmative Action/Contract Compliance.

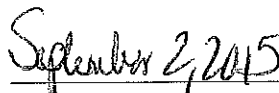
## VII. KNOWINGLY FALSE CLAIMS

- A. Malicious use of this Policy to report a knowingly false or bad faith complaint is prohibited. Any employee found to have intentionally misused the procedures in this Policy may be subject to disciplinary action, up to and including termination.

## VIII. EFFECTIVE DATE

This Administrative Policy and Procedure shall take effect and be enforced from the date of issue.

  
Paula Hicks-Hudson, Mayor

  
Date

## Attachment M

### ADMINISTRATIVE POLICY AND PROCEDURE #47

Date Issued: April 1, 1995

Date Effective: July 10, 2017

Date Revised: July 10, 2017

SUBJECT: **HIV/AIDS**

#### I. **ADMINISTRATIVE POLICY**

- A. Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS) are significant health matters that can directly affect City of Toledo employees. The City of Toledo will not discriminate against any applicant or employee with regard to terms, conditions, or privileges of employment based on their HIV/AIDS status.
- B. The City of Toledo shall not discriminate against any person with regard to any City-sponsored service or program based on that person's HIV/AIDS status.
- C. The City of Toledo shall not discriminate against any applicant, employee, or patron of a City-sponsored service or program based on that person's relationship with an individual who has HIV or AIDS.
- D. This policy applies to all City of Toledo employees.

#### II. **DISCRIMINATION AND STIGMA**

- A. Employees with HIV/AIDS are fully protected by the City of Toledo's existing harassment and anti-discrimination policies, including Administrative Policies #34 (Sex Harassment), #46 (Race, Ethnic, Religious Harassment), #48 (Americans with Disabilities Act) and #51 (Workplace Violence).
- B. In all aspects of the workplace, the City will make every reasonable effort necessary to ensure that employees are not stigmatized based on their health status, including HIV/AIDS.
- C. Any applicant, employee, or patron that believes he/she has been discriminated against because of his/her HIV/AIDS status or his/her relationship with an individual with HIV or AIDS may file a complaint with the Office of Diversity & Inclusion.

### III. CONFIDENTIALITY

- A. Information about an employee's HIV/AIDS status is confidential and private. There is no business need for managers or co-workers to know an employee's HIV/AIDS status, unless it concerns the employee's medical fitness to safely perform his/her job.
- B. Managers and co-workers who receive knowledge of another employee's HIV/AIDS diagnoses either through a request for reasonable accommodation, a request medical benefits or any other personal communication, must respect that employee's confidentiality.
- C. An Employee Assistance Program ("EAP") is available to employees and their families to provide confidential support through counseling and other referrals, if necessary.

### IV. HEALTHCARE

- A. Employees who are diagnosed with HIV or AIDS will be treated the same as any other employee with a life-threatening illness, and will be administered under the terms of the rules of their respective benefit plans.
- B. The City of Toledo will treat employees diagnosed with HIV or AIDS the same as all other illnesses with respect to employee benefit plans, including health and life insurance, disability benefits and leaves of absence.

### V. REASONABLE ACCOMMODATION

- A. City of Toledo employees who have an HIV or AIDS diagnosis may continue in their current job and work assignments, as long as their health permits.
- B. In the event an employee with HIV or AIDS is unable to carry out his/her essential job functions because of the illness, the employee will be afforded the same considerations as any other employee, and their request for accommodation will be handled according to Administrative Policy #48.
  - A. The Office of Diversity & Inclusion shall review requests for reasonable accommodation from any applicant, employee or patron who has HIV or AIDS.

B. Reasonable accommodation shall be made unless the person requesting accommodation is not qualified, or the accommodation imposes an undue hardship on the operation, or there is threat to the health and/or safety of others.

a. An individual is not qualified if the risk of passing on the disease is not avoidable reasonable accommodations.

C. Employees with HIV or AIDS who request a reasonable accommodation, a transfer or reassignment due to their medical condition will have these requests considered, consistent with the City's needs.

## VI. **WORKPLACE SAFETY, PREVENTION AND DECORUM**

A. The City of Toledo is committed to maintaining a safe and healthy work environment for all employees. This commitment stands on the recognition that HIV, and therefore AIDS, is not transmitted through any casual contact.

B. In occupational settings where there may be potential risk-of exposure to HIV or AIDS, employees shall be provided with specific ongoing education and training.

1. The Office of Diversity & Inclusion, in conjunction with the Toledo Health Department, shall provide education and training to city employees and management personnel, in particular.

C. Co-workers are expected to continue working relationships with any employee who has HIV or AIDS. Co-workers who refuse to work with, withhold services from, harass or otherwise discriminate against an employee with HIV or AIDS will be subject to the same disciplinary procedures that apply to other policy violations.

1. Co-worker concerns will be handled, in an educational fashion. The Human Resources Department can provide information and educational materials, upon request

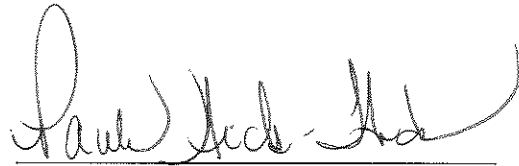
## VII. **FURTHER INFORMATION**

A. Any questions or concerns regarding this policy may be directed to the Human Resources Department or the Office of Diversity & Inclusion.

- B. The Human Resources Department is responsible for developing, updating and interpreting this policy with assistance from the Law Department and The Office of Diversity & Inclusion.

VIII. **EFFECTIVE DATE**

This Administrative Policy and Procedure shall take effect and be enforced from the date of issue.

A handwritten signature in cursive script, appearing to read "Paula Hicks-Hudson", written over a horizontal line.

Paula Hicks-Hudson, Mayor

**THE CITY OF TOLEDO**  
**ADMINISTRATIVE POLICY AND PROCEDURE # 48**

Date Issued: August 3, 1995

Date Revised: Dec. 12, 2014

SUBJECT: AMERICANS WITH DISABILITIES ACT POLICY

It is the policy of the City of Toledo to comply with the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. 12102) and as amended by the ADA Amendments Act of 2008 ("ADAAA") and Ohio Revised Code Chapter 4112.

**I. ADMINISTRATIVE POLICY**

The City of Toledo will not discriminate against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions, and privileges of employment.

The City of Toledo will not discriminate against individuals with disabilities, with respect to City-sponsored activities, programs or services, provided individuals are qualified to participate.

- A. Employment and accessibility practices relative to qualified individuals with disabilities will be made consistent with the provisions of the Americans with Disabilities Act of 1990 and the Americans with Disabilities Amendment Act of 2008.
- B. The Administration must ensure that employment-related actions, including but not limited to: compensation, benefits, transfers, layoffs, etc., and all City-sponsored programs, activities and services are administered in a nondiscriminatory manner with respect to qualified employees, employment applicants and qualified individuals with disabilities.
- C. No City of Toledo employee shall, alone or with others, discriminate or encourage another to discriminate against a disabled person in the workplace or in City-sponsored programs, activities, or services.
- D. Retaliation against any employee, applicant for employment, or individual who complains of a violation of this Policy is prohibited.

## **II. REASONABLE ACCOMMODATIONS IN EMPLOYMENT**

- A. It is the policy of the City of Toledo to provide reasonable accommodations in employment to qualified individuals with disabilities, who can perform their essential job functions, with or without accommodation.
- B. It is the responsibility of a qualified individual with a disability to request a reasonable accommodation via the Office of Affirmative Action. Upon such a request, the City of Toledo's Office of Affirmative Action must:
  - 1. Initiate an interactive process between the City and the qualified employee with a disability in need of the accommodation.
  - 2. Identify, through the interactive process, the precise limitations resulting from the disability and potential reasonable accommodations that could overcome those limitations, relative to the essential job functions and without undue hardship to the City.
  - 3. All parties must participate in the interactive process in good faith.

## **III. REASONABLE ACCOMMODATIONS IN CITY-SPONSORED ACTIVITIES, PROGRAMS AND SERVICES**

- A. It is the policy of the City of Toledo to provide reasonable accommodations in City-sponsored activities, programs or services to qualified individuals with disabilities.
- B. It is the responsibility of a qualified applicant or participant with a disability to a city-sponsored activity, program, or service, to request a reasonable accommodation via the Office of Affirmative Action. In the event a reasonable accommodation is made, the City of Toledo will make every effort to provide accessibility and reasonable accommodation to qualified applicants and/or participants with a disability to city-sponsored activities, programs or services.
- C. The City of Toledo will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City of Toledo's programs, services, and activities.



IV. **PROCEDURES FOR ACCOMODATION REQUESTS AND COMPLAINTS**

- A. Requests for reasonable accommodations in employment and/or in City-sponsored programs, activities, or services must be submitted to the City's ADA Coordinator at the Office of Affirmative Action, One Government Center, Suite 1900, Toledo, OH 43604, 419-245-1198.
- B. If a City of Toledo employee, applicant for employment, or a citizen participating in a City-sponsored program or activity, or receiving the benefit of a City service, believes he/she is being subjected to discrimination based on a disability, he/she must contact the ADA Coordinator in the Office of Affirmative Action/Contract Compliance, One Government Center, Suite 1900, Toledo, Ohio 43604, Phone: (419) 245-1198 to file a complaint.
- C. The City of Toledo's Grievance Procedure under the Americans with Disabilities Act is incorporated by reference here and is attached to this Administrative Policy accordingly.

V. **RESPONSIBILITIES**

- A. It shall be the responsibility of the Office of Affirmative Action, through the ADA Coordinator, to provide interpretation, application, and enforcement recommendations regarding the City of Toledo's ADA Policy with respect to employment and City-sponsored activities, programs, and services and to:
  - 1. Disseminate this Policy to every department, division and agency head.
  - 2. Provide training to every department, division, and employee regarding compliance with this Policy.
  - 3. Conduct formal investigation of any disability discrimination or retaliation complaint filed with the Office of Affirmative Action.
  - 4. Prepare a timely and written investigative report for the Mayor's Chief of Staff and to the Law Director regarding each complaint alleging disability discrimination or retaliation filed with the Office of Affirmative Action.
  - 5. To the extent allowed by law, protect the confidentiality of those who seek reasonable accommodations due to disabilities.
  - 6. Recommend remedies for any situation that may violate this Policy.

- B. All department, division and agency heads are responsible for complying with and adhering to this Administrative Policy and Procedure.
- C. City of Toledo Supervisors, Managers, Commissioners and Directors shall take actions to prohibit and to prevent disability discrimination in the work environment and in the provision of City-sponsored programs, activities and services.
- D. All City of Toledo employees shall comply with this Policy. Employees who violate this Policy may be subject to discipline, if and/or when the facts substantiate that a violation has occurred.

VI. **EFFECTIVE DATE**

This Administrative Policy and Procedure shall take effect and be enforced from the date of the Mayor's signature.

*D. Michael Collins*  
D. Michael Collins, Mayor

*December 12, 2014*  
Date

## **THE CITY OF TOLEDO, OHIO GRIEVANCE PROCEDURE UNDER THE AMERICANS WITH DISABILITIES ACT**

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Toledo. The City of Toledo's Administrative Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to: **ADA Coordinator, Joan A. Easler, One Government Center, Suite 1900, Toledo, OH 43604 Phone: 419-245-1198, email: [joan.easler@toledo.oh.gov](mailto:joan.easler@toledo.oh.gov).**

Within 15 calendar days after receipt of the complaint, Joan Easler or her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, Joan Easler or her designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Toledo and offer options for substantive resolution of the complaint.

If the response by Joan Easler or her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the Director of the Office of Diversity & Inclusion at One Government Center, Suite 1900, Toledo, OH 43604. Telephone 419-245-1198.

Within 15 calendar days after receipt of the appeal, the Director of the Office of Diversity & Inclusion or his designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Director of the Office of Diversity & Inclusion or his designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by Calvin W. Brown or his designee, appeals to the Director of the Office of Diversity & Inclusion or his designee, and responses from this office will be retained by the City of Toledo for at least three years.

## Discrimination or Harassment Complaint

The [Office of Diversity and Inclusion](#) receives and investigates complaints in the areas of city employment and public accommodations (city programs, activities, and services) for any person who believes they have been discriminated against on the basis of age; race; color; national origin or ancestry; disability; gender; gender expression; gender identity; sex; sexual orientation; genetic information; HIV/AIDS status; natural hair types or hair styles or head wraps commonly associated with race, culture or religion; pregnancy; religion; or veteran or military status within the City of Toledo.

If you believe that you have been the victim of discrimination or harassment, please complete, sign, and deliver this form to:

### Diversity and Inclusion

One Government Center, Suite 1900  
Toledo, Ohio 43604

**phone** 419-245-1198

**fax** 419-245-1058

**email** [diversity&inclusion@toledo.oh.gov](mailto:diversity&inclusion@toledo.oh.gov)

### What Happens Next

- 1 Complaint is received**  
Diversity and Inclusion will review the complaint and determine if an investigation is necessary to learn more about the interaction in question.
- 2 Follow up with complainant**  
If you provide your name and contact information with the complaint, Diversity and Inclusion will follow up with you to provide updates on the case.
- 3 Investigate and recommend action**  
At the close of the impartial investigation, Diversity and Inclusion will notify both parties of its findings and recommend appropriate next steps to remediate the concern and resolve the issue.

## Discrimination or Harassment Complaint Form

I AM:

- ☐ an employee of the City of Toledo
- ☐ a member of the public

DATE

### Your Information

As the person filing the complaint, providing your information is optional, but recommended if you'd like Diversity and Inclusion to follow up with you on the investigation.

YOUR FIRST NAME

YOUR LAST NAME

YOUR EMAIL

YOUR PHONE

YOUR ADDRESS

DEPARTMENT

JOB TITLE

JOB TYPE

- ☐ Full-time ☐ Part-time ☐ Seasonal ☐ Other

### Responding Party's Information

The responding party is the person you are filing a complaint against. This information is also optional, but more information allows for a more thorough investigation.

RESPONDENT NAME

RESPONDENT PHONE

DEPARTMENT/DIVISION

## Complaint Details

NATURE OF THE COMPLAINT \*

COMPLAINT CONCERNS \*

- ☐ Discrimination
- ☐ Harassment
- ☐ Retaliation (for objecting to discrimination)

Check all that apply.

BASIS OF COMPLAINT

- ☐ Age
- ☐ Disability
- ☐ Gender, Gender Expression, or Gender Identity
- ☐ Genetics (GINA)
- ☐ HIV/AIDS Status
- ☐ National Origin or Ancestry
- ☐ Natural hair types, hair styles, or head wraps commonly associated with race, culture, or religion.
- ☐ Pregnancy
- ☐ Race or Color

- ☐ Religion
- ☐ Sex
- ☐ Sexual Orientation
- ☐ Veteran or Military Status

Check all that apply.

IF NEEDED, PLEASE ATTACH ANY DOCUMENTATION YOU HAVE.

## Supporting Information

PLEASE LIST ANYONE THAT WAS PRESENT DURING THE INCIDENT OR MAY HAVE INFORMATION.

LIST ANY PERSON(S) EMPLOYED AT THE CITY OF TOLEDO WITH WHOM YOU HAVE ALREADY SPOKEN TO REGARDING THE INCIDENT(S).

IF YOU HAVE FILED A COMPLAINT REGARDING THE INCIDENT(S) OUTSIDE THE CITY OF TOLEDO, WITH WHAT AGENCY?

IF YOU HAVE TRIED TO RESOLVE THIS THROUGH YOUR SUPERVISOR, PLEASE EXPLAIN THE DETAILS.

**Affirmation and Release**

By signing below, I affirm that I have read and understand the following:

The information contained in this complaint form is complete, true and factual.

I give permission to the Office of Diversity & Inclusion to request and receive any information necessary to resolve the material issues of this complaint. This permission includes, but is not limited to, personnel records, medical records, and other information that may be relevant to this complaint.

I understand that if I do not provide the information requested or cooperate with the investigation, this may lead to closure of my complaint.

Information I provide will be shared on a need-to-know basis, however the complaint may be subject to public records request. Though the city will make every effort to keep information confidential and redact personal information, my confidentiality cannot be guaranteed.

SIGNATURE \*