

IN THE MATTER
OF
FACTFINDING
BETWEEN
CITY OF TOLEDO, OHIO
AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 92

Dates of Hearing: February 16, March 1 and March 2, 2012
Location: City of Toledo, Environmental Protection Service Offices
Case No.: 11-MED-10-1579
Date of Award: March 5, 2012
Finding: Each recommendation is specifically addressed below.

Union Representative:

Donato Iorio
Kalniz, Iorio & Feldstein Co., LPA
5550 W. Central Avenue
PO Box 352170
Toledo, Ohio 43635-2170
labor@kiflaw.com

City Representative:

Ellen Gracheck
Labor & Employment Section Chief
City of Toledo Law Department
One Government Center – 22nd Floor
Toledo, Ohio 43604
Ellen.Grachek@toledo.oh.gov

REPORT AND RECOMMENDATIONS

Michael Paolucci
Factfinder

Administration

By e-mailed letter dated January 13, 2012, from Donald M. Collins, the General Counsel with the State Employment Relations Board (SERB), the undersigned was informed of his designation to serve as Factfinder in a procedure as mandated by R.C. 4117.01, et al., more specifically R.C. 4117.14(C)(3). On February 16, 2012, a hearing was set and mediation was attempted. After the unsuccessful mediation attempt, additional hearings on March 1, and 2, 2012, went forward in which the Parties presented testimony and documentary evidence in support of positions taken. On March 2, 2012 the parties reached a Tentative Agreement resolving all outstanding issues.

Resolved Issues

Prior to the hearing, the Parties were able to reach agreement on numerous issues. These agreed to issues are incorporated herein as being recommended, and made a part hereof by reference. They are not more specifically addressed.

Unresolved Issues presented March 1, 2012

The following issues were presented for factfinding:

1. Article 2125.75 Health Fund;
2. Article 2125.76 Pension ;
3. Article 2125.84 Wages;
4. Article 2125.98 Termination;
5. Article 2125.97 BLS Transportation;
6. Article 2125.xx Mid-Term Bargaining; and
7. Five miscellaneous Local 92 proposals which were withdrawn on March 2, 2012 per the Tentative Agreement.

* * *

Under R.C. 4117.14(E) & (G)(7), a Factfinder is required to give consideration to certain factors in

choosing between the Parties' proposals, on an issue-by-issue basis. That statute reads as follows:

(e) The board shall prescribe guidelines for the fact-finding panel to follow in making findings. In making its recommendations, the fact-finding panel shall take into consideration the factors listed in divisions (G)(7)(a) to (f) of this section.

* * *

(G)(7) After hearing, the conciliator shall resolve the dispute between the parties by selecting, on an issue-by-issue basis, from between each of the party's final settlement offers, taking into consideration the following:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (d) The lawful authority of the public employer;
- (e) The stipulations of the parties;
- (f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

* * *

The remaining unresolved issues are addressed giving consideration to all of the necessary statutory elements.

Factual Background

The Employer is the City of Toledo, Ohio; its approximately four hundred and ninety (490) firefighters are represented by the Union. The City is a relatively large urban city and has had a long collective bargaining relationship with this bargaining unit. Many issues were argued and presented and each was given due consideration.

Both Parties submitted a substantial evidentiary record and consideration was given to all evidence submitted. In addition the statutory factors were give due consideration in arriving at the following recommendations.

Contentions of the Parties And Recommendations of the Factfinder

The following language is hereby recommended pursuant to the parties' March 2, 2012 Tentative Agreement:

LOCAL 92 NEGOTIATIONS - 2011
EXISTING LANGUAGE

2125.44 Training and Career Enhancement Program

PART A: PURPOSE:

The purpose of the Career Specialization Program is to provide the path to improve skills, enhance productivity, evaluate performance, promote professional growth, as well as job satisfaction in the Fire service. It is the intent of this program to enable firefighters and fire officers to obtain training consistent with the mission of the Fire Department. The CEP is an alternative career path which, as designed, will assist retaining as well as creating highly motivated and multi-skilled firefighters. The net result will be a more effective and diverse Fire & Rescue Operations Department to serve the community and an economic asset to the City of Toledo.

Once the total amount for the payments for TPPA Members for 2009, 2010 and 2011 is known, fifty-one percent (51%) of that amount shall be allocated for the TFF Local 92 CEP for those years.

TFF Local 92 Members who have worked a minimum of twelve (12) months from the date of the appointments to the Fire & Rescue Operations Department shall be eligible. CEP money shall be distributed to all eligible TFF Local 92 Members equally. Payable to the membership no later than April 30th of the following year it was earned.

PART B:

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

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

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

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

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

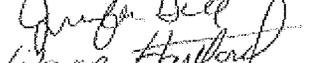
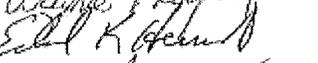
T.A. 3/2/12

For the City

Allen Brachok


For the Union

Paul De 3/2/12
Gregg Bell
Wayne Hartford
Ed K. Klein



2125.75 Health and Welfare Trust Fund (NEW CITY PROPOSAL 2/27/12)

(A) Effective JANUARY 1, 2009 For the term of this agreement, the City's monthly contribution to the Toledo Firefighters Local 92 Trust Fund shall be ~~seven hundred eighty two dollars forty six cents (\$854.57)~~ nine hundred sixteen dollars (\$916.00) per employee per month covered by this agreement.

(B) Beginning in January 1, 2009, the per employee per month (PEPM) contribution shall be the same as the city's 2008 annual average, as determined in paragraph (c) below, for all employees covered in the city of Toledo, Ohio employee health benefit plan document and monthly administrative costs that are incurred maintaining health care for members of the city as a whole, as set forth in paragraph (c) of this section. The city's 2008 annual average shall include payments to the Teamsters Union Local 20 Health and Welfare Plan and Trust for city of Toledo employees in the Teamsters' Local 20 bargaining unit.

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

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

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

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

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~~“Employee months” shall be as reported by the third party administrator for medical coverage plus the employee months reported on Teamsters billings. It is recognized that city employees in the Teamsters’ Local 20 bargaining unit are currently covered by the Teamsters Union Local 20 Health and Welfare Plan and Trust for healthcare purposes. Payments by the city to the Teamsters’ Trust shall be included in the calculation of the “city costs”. If the Teamsters join the city plan, then payments to the Teamsters’ Trust made during the year that occurs shall be included in the calculation of the “city costs” for that year. The employee months reported on Teamsters’ billings shall also be included. Thereafter, the Teamsters’ costs and employee months shall be included under the city plan.~~

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

~~In the event the 2009 PEPM “all city” cost paid to the fund is lower than the actual “all city” PEPM cost, to be computed by 2/28/10 in accordance with paragraph (c) above, the city shall pay a lump sum amount to the fund by 3/15/10. The lump sum amount shall be the difference between the 2009 PEPM paid to the fund and the actual “all city” cost. The lump sum payment is intended to catch the fund up with the total dollar amount it would have received had the actual PEPM “all city” cost numbers been available in 2009. Interest, as determined by Star Ohio Bank on the month the actual PEPM amount should have been paid, shall be added to the lump sum catch up amount. The lump sum plus interest payment shall be retroactive to 1/1/09. If there is an overpayment to the fund in 2009, the fund shall not be required to pay back the overpayment.~~

~~At the end of each year thereafter the payment shall be adjusted based upon the city’s experience, as computed above, for the preceding calendar fiscal year. The foregoing formula shall be used to address any underpayment or overpayment to the fund in 2010 and 2011. If the new rate is greater than the prior 12-month rate, then a lump sum payment of the difference shall be made to the fund. The repayment shall be retroactive to January 1, 2010 or January 1, 2011. If the new rate is less than the prior 12-month rate, then the overpayment shall be deducted on a proportional basis from the next three months’ payments to the fund. If there is an overpayment for the year 2010, no deduction from payments to the fund shall occur until commencing in October, 2011 and only after the grievance procedure process below has been exhausted. In the event that the fund is overpaid as defined above there will be no unilateral change for the city’s contribution rate until the grievance procedure below has been exhausted.~~

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

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

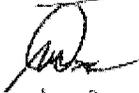
~~(C)~~ (C) The City's contributions to the Trust Fund shall be limited to the amounts set forth herein as determined through the calculations set forth herein; said amounts may be used by the Fund to purchase whatever health care benefits they will buy.

~~(D)~~ (D) Effective January 1, 1991, ~~t~~ The Trust Fund Administrator shall be released on a full-time basis.

~~(E)~~ (E) In the event that at any time while this agreement is in effect, the Toledo Firefighters Health and Welfare Trust Fund ceases operations, the city must, beginning on the first day of the month following such cessation, and through the duration of this agreement, provide all Toledo firefighters with health care benefits as then provided under the city plan for members of the Toledo Police Patrolman's Association. The Fund shall provide notice to the city of such cessation sixty (60) days in advance of when assumption of health care coverage is to occur.

T.A.

For the Union

 3-1-12

H. Dan

D. Hill


Edna K. Hermit

Wayne Hafner

For the City

 3/1/12
William Brachet 3/1/12

02/23/12

City of Toledo and Local 92
March 2, 2012
Tentative Agreement

2125.76 The Police and Fireman's Disability and Pension Fund

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

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

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

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

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

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

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

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

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

City of Toledo and Local 92
March 2, 2012
Tentative Agreement

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

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

~~(L) Effective the first full pay period of January 2007, the city will pay an additional one and two and one-quarter percent (2.25%) of each individual employee's pension contribution (employee payment reduced from 3.75% to 1.5%) in lieu of the employee paying the same.~~

~~(m) Effective the first full pay period of January 2008, the city will pay an additional one and one-half percent (1.5%) of each individual employee's pension contribution (employee payment reduced from 1.5% to 0%) in lieu of the employee paying the same.~~

(C) EFFECTIVE WITH THE FIRST FULL PAY PERIOD OF APRIL 2012 THE CITY WILL PAY SIX PERCENT (6.0%) OF THE EMPLOYEE'S PENSION CONTRIBUTION, AND THE EMPLOYEE SHALL BE RESPONSIBLE FOR THE REMAINING PERCENTAGE (EMPLOYEE PAYMENT INCREASED FROM 0% TO 4%). IN APRIL OF 2012 THE EMPLOYEE RECEIVING A REDUCTION IN PENSION PICKUP WILL RECEIVE A SEPARATE LUMP SUM CHECK IN THE AMOUNT OF ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$1,250). EMPLOYEES UNAFFECTED BY THE PENSION PICKUP REDUCTION ARE NOT ELIGIBLE TO RECEIVE THE LUMP SUM PAYMENT.

(D) EFFECTIVE WITH THE FIRST FULL PAY PERIOD OF JANUARY 2013 THE CITY WILL PAY THREE PERCENT (3.0%) OF THE EMPLOYEE'S PENSION CONTRIBUTION, AND THE EMPLOYEE SHALL BE RESPONSIBLE FOR THE REMAINING PERCENTAGE (EMPLOYEE PAYMENT INCREASED FROM 4% TO 7.0%).

(E) EFFECTIVE WITH THE FIRST FULL PAY PERIOD OF JANUARY 2014 THE CITY WILL PAY ZERO PERCENT (0%) OF THE EMPLOYEE'S PENSION CONTRIBUTION, AND THE EMPLOYEE SHALL BE RESPONSIBLE FOR THE ENTIRE EMPLOYEE PENSION CONTRIBUTION (EMPLOYEE PAYMENT INCREASED FROM 7.0% TO 10%).

(F) IN THE EVENT THE EMPLOYEE SHARE OF THE PENSION CONTRIBUTION INCREASES DUE TO A CHANGE IN LAW OR REGULATION DURING THE TERM OF THIS AGREEMENT, THE EMPLOYEE SHALL BE

City of Toledo and Local 92
March 2, 2012
Tentative Agreement

RESPONSIBLE FOR PAYING THE ENTIRE INCREASE IN THE EMPLOYEE SHARE.

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

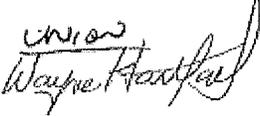
(O) (H) All Local 92 member hired OR REINSTATED after ratification of this contract JANUARY 1, 2009 will be required to pay the entire employee contribution to the Ohio Police & Pension Fund, AND WILL NOT BE ELIGIBLE TO RECEIVE THE LUMP SUM PAYMENT AS CONTAINED IN SECTIONS (C) THROUGH (E) ABOVE (currently the city picks up the employees' 10% contribution.)

(I) EFFECTIVE THE FIRST FULL PAY PERIOD OF JANUARY 2014, AND PURSUANT TO SUB-SECTION (E), THE PARTIES AGREE AND UNDERSTAND THAT THE CITY'S PENSION PICK-UP PLAN REFERRED TO IN THIS ARTICLE WILL TERMINATE, AND THE CITY WILL NO LONGER IMPLEMENT OR PARTICIPATE IN ANY PENSION PICK-UP PLAN.

TA 3/2/12

CITY

Allen Brachek


UNION

Wayne Hartsfield
H. Sa
Edmond R. Hermit
George Hill



3-2-12

CITY OF TOLEDO AND LOCAL 92
MARCH 2, 2012
TENTATIVE AGREEMENT

2125.84 Wage Rates

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

RATES EFFECTIVE JANUARY 2009

RATE EFFECTIVE JANUARY 2009			
	80 HOUR RATE	96 HOUR RATE	ANNUALLY
TRAINEE	18.060	15.050	\$37,563.68
PROBATIONARY	19.351	16.125	\$40,249.77
AFTER 1 YEAR	20.642	17.201	\$42,935.86
AFTER 2 YEARS	23.221	19.350	\$48,298.80
AFTER 3 YEARS (FULL RATE)	25.799	21.499	\$53,661.74
AFTER 5 YEARS	26.135	21.778	\$54,358.65
AFTER 10 YEARS	26.471	22.060	\$55,060.17
AFTER 15 YEARS	26.800	22.333	\$55,743.23
AFTER 20 YEARS	27.142	22.619	\$56,456.29

EFFECTIVE ON THE FIRST DAY OF THE FIRST FULL PAY PERIOD IN JANUARY OF 2011, THE RATES WHICH WERE EFFECTIVE IN JANUARY OF 2009 SHALL BE INCREASED BY 3.5 PERCENT (3.5%) TO CREATE NEW WAGE RATES AS FOLLOWS:

RATE EFFECTIVE JANUARY 2011			
	80 HOUR RATE	96 HOUR RATE	ANNUALLY
TRAINEE	18.692	15.577	\$38,878.41
PROBATIONARY	20.028	16.689	\$41,658.51
AFTER 1 YEAR	21.364	17.803	\$44,438.62
AFTER 2 YEARS	24.034	20.027	\$49,989.26
AFTER 3 YEARS (FULL RATE)	26.702	22.251	\$55,539.90
AFTER 5 YEARS	27.050	22.540	\$56,261.20
AFTER 10 YEARS	27.397	22.832	\$56,987.28
AFTER 15 YEARS	27.738	23.115	\$57,694.24
AFTER 20 YEARS	28.092	23.411	\$58,432.26

EFFECTIVE THE FIRST FULL PAY PERIOD OF JULY 2013 THE RATES WHICH WERE EFFECTIVE IN JANUARY OF 2011 SHALL BE INCREASED BY TWO PERCENT (2.0%).

CITY OF TOLEDO AND LOCAL 92
MARCH 2, 2012
TENTATIVE AGREEMENT

EFFECTIVE THE FIRST FULL PAY PERIOD OF AUGUST 2014 THE RATES WHICH WERE EFFECTIVE IN JULY OF 2013 SHALL BE INCREASED BY THREE AND ONE-HALF PERCENT (3.5%).

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

A Firefighter acting as a lieutenant will get a Firefighter's pay for comparable years of service plus sixteen ~~NINETEEN~~ percent (16%) (19%).

Effective the last pay period 2011 a Firefighter acting as a Lieutenant will get a Firefighter's pay for comparable years of service plus nineteen percent.

LIBUTENANT:

Full rate for Firefighter with comparable years of service plus nineteen percent (19%) (Differential includes step program).

~~Effective the last pay period 2011 the differential for Lieutenant shall increase from 16% (as above) to 19%.~~

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

CAPTAIN:

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

PARAMEDICS:

All paramedics, including paramedic officers, who are certified before 1993, will be paid an eight percent (8%) differential. All other paramedics will be paid a six percent (6%) differential. All paramedics shall meet the qualifications defined in the letter of agreement that establishes the parameters of the paramedic program.

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Ellen Grachek

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City of Toledo Proposal
Existing Language
March 2, 2012

2125.96 PARAMEDIC TRAINING AGREEMENT

THE PARTIES AGREE THAT THE CITY WILL OFFER PARAMEDIC TRAINING FOR AT LEAST THIRTY (30) PEOPLE OVER THE LIFE OF THIS COLLECTIVE BARGAINING AGREEMENT. THE GOAL SHALL BE TO TRAIN TEN (10) PEOPLE EACH YEAR, ASSUMING THAT AT LEAST TEN (10) QUALIFIED MEMBERS REQUEST THIS TRAINING EACH YEAR. THE FIRE ADMINISTRATION RESERVES THE RIGHT TO DETERMINE CLASS SIZES. IF LESS THAN TEN (10) MEMBERS APPLY FOR PARAMEDIC TRAINING, THE CITY IS NOT OBLIGATED TO MAKE UP THIS NUMBER IN ENSUING YEARS. POSITIONS IN EACH PARAMEDIC TRAINING CLASS WILL BE RESERVED FOR OFFICERS AT A MINIMUM LEVEL OF ONE OFFICER FOR EVERY FOUR PRIVATES, IF OFFICERS APPLY. THIS AGREEMENT TO TRAIN SPECIFIC NUMBERS AS PARAMEDICS AND TO INCLUDE A CERTAIN NUMBER OF OFFICERS IN THIS TRAINING SPECIFICALLY SUPPORTS THE GOALS OF ESTABLISHING ALL FIRE STATIONS AS ADVANCED LIFE SUPPORT (ALS) STATIONS AND FURTHERING THE ALS FIRST RESPONDER CONCEPT.

IN AN EFFORT TO REDUCE RECALL OVERTIME, THE PARAMEDIC TRAINING SCHEDULE SHALL BE AS FOLLOWS: ALL FIREFIGHTERS AGREEING TO PARAMEDIC TRAINING SHALL BE TEMPORARILY ASSIGNED TO THE SAME SHIFT AND WILL BE DETAILED TO TRAINING ON SHIFT. ANY REQUIRED TRAINING DONE OUTSIDE REGULARLY SCHEDULED WORK HOURS SHALL BE PAID AT THE OVERTIME RATE. THIS EXCLUDES MEMBERSTHAT ARE GOING THROUGH PARAMEDIC TRAINING AS A CONDITION OF EMPLOYMENT.

T.A. 3/2/12

For the Union

Edmund K. K... 3/2/12
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For the City

Ellen Grackel 3/2/12
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LOCAL 92 NEGOTIATIONS – 2011
CITY PROPOSAL
EXISTING LANGUAGE

2125.97 BLS Transport

Because, the City of Toledo experiences a high volume of emergency runs requiring BLS transport; and therefore, the parties intend for this agreement to result in BLS transport calls to be handled by Toledo Firefighters without any change to any contract provision, including but not limited to article 2125.58 minimum manning requirements.

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

1. The City of Toledo and Toledo Firefighters Local 92 agree that emergency runs requiring BLS transport arising inside the City of Toledo may be handled by Local 92 members.
2. It is agreed that the rescue transport units will be considered part of a two-piece company and shall respond, according to current contract language and letters of agreement. The City of Toledo shall have between five (5) and ten (10) rescue transport units in service daily. The number (5-10) of rescue transport units will be determined by the fire administration.
3. In order to ensure fair and adequate staffing of the rescue transport units it is agreed that no member is exempt from working on the rescue transport units. Stations with a two piece engine company shall have an officer on the rescue transport unit from 0700 x 1900 hours or 1900 x 0700 hours.
4. In the event this agreement results in the addition of new job duties and responsibilities which can not be handled by the current 103 minimum manpower staffing level, it is agreed that the parties shall meet to discuss and resolve such issues.

T.A. 3/2/12

For the City
Alex Krachek
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For the Union
[Signature] 3/2/12
Wayne H...
Ed...
[Signature]
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LOCAL 92 NEGOTIATIONS - 2011
CITY PROPOSAL
11/18/11

2125.98 Termination

This Chapter of the Code shall be effective as of the first day of January, 2009 2012 and shall remain in full force and effect through December 31, 2011 2014 and thereafter until terminated, amended or repealed pursuant to Chapter 4117 of the Revised Code.

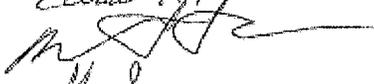
~~Boyd Fisher~~

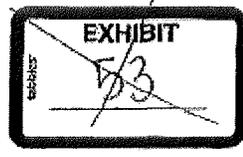
T.A. 3/2/12

For the City-

Ellen Gracke


For the Union

James Hill
Edward K. Kiput

H. S.
Jan 3-2-12
WRH 3-2-12

CITY OF TOLEDO AND LOCAL 92
MARCH 2, 2012
TENTATIVE AGREEMENT

2125.XX 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.

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If the City does not elect to do with the unresolved issues or issues to mediation, no status quo shall be maintained.

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.

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.

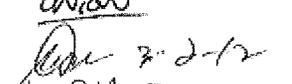
ARISE

WRH 3-2-12

TA-3/2/12

CITY

Ellen Grachek

UNION

WRH 3-2-12

Local 92 and the city of Toledo Tentative Agreement for 1/1/09-12/31/11

On July 16, 2009 Local 92 and the City of Toledo tentatively agreed (T.A.) to the following terms for the 1/1/09-12/31/11 CBA. This TA is subject to ratification by both Local 92's membership and Toledo City Council. The parties agree that in the event this TA is rejected by either side both parties reserve their position to withdraw their offers, resort to other positions and allow the Fact-finding/Conciliation process to proceed in accordance with the parties agreed upon MAD.

The parties agree that only those contractual provisions specified herein shall be modified as agree upon while all other provisions and memorandum of understandings set forth in the current CBA shall remain *status quo* without change, modification and/or alteration. The parties intend for this TA to conform and maintain, where applicable, public safety parity.

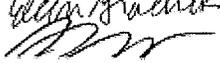
The parties agree to the following terms:

- 1.) Consistent with the TPPA June 29/30, 2009 agreement Local 92 members will pay 7% of the employee pension contribution for thirteen (13) consecutive pay periods beginning with the first full pay period after ratification by Local 92 membership and approval by Toledo City Council. Thereafter the City shall resume full pickup of the aforesaid 7% employee pension contribution amount such that the employee's contribution shall be reduced to 0% as currently specified in Article 2125.76.
- 2.) For 2010 only the \$500.00 clothing allowance specified in Article 2125.88 shall be temporarily excused. Effective 1/1/11 Article 2125.88's clothing allowance shall be reinstated with full force and effect such that all Local 92 members shall receive the \$500.00 allowance by January 15, 2011.
- 3.) Consistent with the TPPA's June 29/30, 2009 Agreement Education Reimbursement for 2009 only shall be temporarily excused unless already approved and used. Effective 1/1/10 current Article 2125.82 shall be reinstated with full force and effect and as enumerated in the 1/1/06-12/31/08 CBA.
- 4.) Consistent with the TPPA's June 29/30, 2009 Agreement a Lump sum bonus plan will be used to provide a one-time payment by April 15, 2010 based on a sliding income tax schedule as listed below:

If 2009 audited books reflect an income tax collection greater than:

\$148 Million	2.0% base rate
\$150 Million	4.5% base rate
\$152.5 Million	7.0% base rate
\$155. Million	9.0% base rate

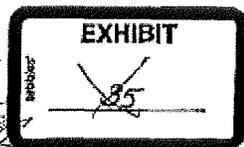
The parties agree that the lump sum bonus amount described herein shall be paid to each individual Local 92 member. Further, the parties agree that this agreement is non-precedent setting and a one time only provision in light of the unusual circumstances that exist. Consequently, the parties agree that neither Local 92 nor the City shall be permitted to introduce, rely upon and/or cite to this item

For the City
Glen Brachek


T.A. 3/2/12

For the Union

 1.1. *ER*



in any future proceeding, negotiation(s) and or fact finding / conciliation with the exception of enforcing the same.

The City further agrees to furnish Local 92 any and/all records/data pertaining to income tax collection for monitoring purposes including, but not limited to, reports prepared by the Finance Department, Commissioner of the Budget and/or any other City department.

The parties agree that ~~the~~ income tax^{es} is comprised of withholding, business and individual on an accrual basis. Further, the parties agree that the lump sum bonus payment is tied to all 2009 city income tax collection with the state mandated and/or independent audit of City financial statements used for verification. Finally, the parties agree that should the parties have any dispute regarding the application of this item it is subject to the parties grievance procedure eligible for final and binding arbitration on an expedited basis.

5.) The parties agree to implement an on the job Paramedic Training Program in 2010 and 2011 and as specified in Section 2125.96

6.) The parties agree to implement an expedited new recruit-training program to reduce training time. The parties agree to immediately meet and negotiate the final language which can only be implemented upon mutual agreement.

7.) Consistent with the TPPA June 29/30, 2009 Agreement the City will notify Local 92 and its members thirty days (30) prior to the effective date of any layoff notice.

8.) Consistent with the TPPA's June 29/30, 2009 Agreement the City will provide Local 92 with any greater economic benefits newly provided to TPPA, TPCOA and/or TFCA either through settlement or impasse proceedings, including fact-finding and/or conciliation.

9.) No payments will be made from an employee's overtime accumulation until March, 2010. The cap of 480 hours will be waived for 2010 only. All General Fund overtime earned in 2009 shall be taken in compensatory time unless the employee is at least 45 years old with 22 years of pension eligibility.

5.) The parties agree to implement an "on the job" Paramedic Training Program in 2010 and 2011 and as specified in Section 2125.95

6.) The parties agree to implement an "expedited" new recruit-training program to reduce training time. The parties agree to immediately meet and negotiate the final language which can only be implemented upon mutual agreement.

7.) Consistent with the IFFA June 29/30, 2009 Agreement the City will notify Local 92 and its members thirty days (30) prior to the effective date of any layoff notice.

8.) Consistent with the IFFA's June 29/30, 2009 Agreement the City will provide Local 92 with any greater economic benefits newly provided to IFFA, JPCOA and/or TFCA either through settlement or impasse proceedings, including fast-tracking and/or conciliation.

9.) No payments will be made from an employee's overtime accumulation until March, 2010. The cap of 480 hours will be waived for 2010 only. All General Fund overtime earned in 2009 shall be taken in compensatory time unless the employee is at least 45 years old with 22 years of pension eligibility.

**MEMORANDUM OF UNDERSTANDING
BETWEEN TOLEDO FIREFIGHTERS LOCAL 92 AND THE
CITY OF TOLEDO May 7, 2009**

The parties recognize that the BLS agreement has provided the City with a significant new source of revenue. While also resulting in a substantial increase in workload, duties and stress for Local 92 members. Efforts begun by having the expertise of Local 92 members handling BLS Transport calls. The City of Toledo recognizes that expanding the BLS Agreement may result in a further increase in workload and revenues. The City acknowledges the critical need to maintain proper staffing levels to ensure safe delivery of fire services and working conditions. Thus the degree of the increase is unknown the parties shall monitor the situation and address any potential impact on working conditions and wages at a later date.

3/2/12 the parties agree
to deletion of this MOU

City
Allen Grackuk 3/5/12

Union
D. 3-2-12
E. Schmidt
M. J. ...
H. ...
J. ...

3-2-12
WRH 3-2-12
CRH

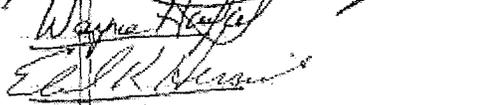
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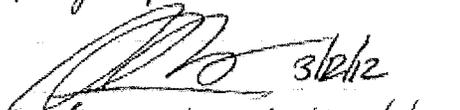
The parties agree to incorporate into the mediated settlement Local 92's agreement to withdraw the following L92 proposals:

- 1) Merger
- 2) Legislature
- 3) Technical reserve bonus
- 4) Sick time deduction
- 5) Charts of division accounts

Further the parties agree to incorporate into the mediated settlement all memoranda of understanding and side letters enumerated in the existing CBA subject to housekeeping on dates that will correspond to contract term unless otherwise addressed by separate TA.

^{L92}

Wayne Haffke

Ed K. Krasinski
3/2/12

 3/2/12
Ellen Brachek 3/2/12



MICHAEL P. BELL
MAYOR

February 27, 2012

VIA HAND DELIVERY

Wayne Hartford, President
Dan Desmond, Vice President
Firefighters Local 92
714 Washington St.
Toledo, OH 43604

Re: Local 92 Health Care

Dear Wayne and Dan:

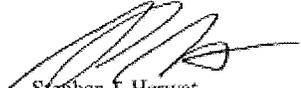
Following the mediation discussions and our "off the record" post-mediation conversation with Mr. Desmond and Mr. Iorio, the City has considered Local 92's desire to keep the Local 92 Health Care Trust Fund. In an effort to demonstrate good faith, please find enclosed with this letter new proposed language that keeps Local 92's members in its current health care plan through the life of the successor agreement and establishes a monthly contribution calculation to be effective over the course of the three-year CBA.

The City's proposal greatly simplifies the method to establish this monthly calculation. Both sides will benefit from the establishment of a fixed monthly calculation that eliminates the potential for dispute that inherently encompasses the current "PEPM" monthly contribution. You will note that the City's proposal freezes the existing PEPM calculation at \$916.00 for the life of the CBA. In addition, as premium co-payments increase for other bargaining units, the City's monthly contribution will remain the same, so that Local 92 Members will not be exposed to rising contributions.

This proposal is contingent, though, on the Union's agreement to withdraw with prejudice any outstanding grievance concerning health care contributions under 2125.75.

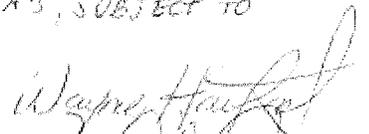
Please contact me at 419-245-1007 at your earliest convenience to discuss this matter further. We hope this avenue will result in mutually conducive resolution to this important issue. Thank you.

Sincerely,


Stephen J. Herwat
Deputy Mayor - Operations

Enclosure

LOCAL 92 AGREES TO THE CITY'S
2/27/2012 PROPOSAL. WITH THIS AGREEMENT
ARTICLE 2125.75 IS NO LONGER AN
ISSUE WITH FORT-FENDER PAOLUCCI AND
IS LIKE ALL OTHER TA'S, SUBJECT TO
RATIFICATION




One Government Center Suite 2200 Toledo, Ohio 43604
Office (419) 245-1004 Fax (419) 245-1370
E-mail mayor@toledo.oh.gov



Remaining Unaddressed Issues

All other issues not specifically addressed are ordered to be the Tentative Agreement. A partial list of tentative agreements have been attached and are incorporated here by reference. Other tentative agreements are also recommended even though not all are attached.

Recommendations

The recommendations are hereby as more specifically set forth above.

March 5, 2012
Cincinnati, Ohio



Michael Paolucci