

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In Regard to the Matter of the Fact-Finding Between:

CITY OF TOLEDO) 96-MED-11-1092
)
-AND-)
)
TOLEDO FIRE CHIEFS')
ASSOCIATION)

For The City

Mr. Larry Strickland Advocate

For The Union

Mr. Gerald A. Abair President

BEFORE ALAN MILES RUBEN, FACT-FINDER

Cleveland-Marshall College of Law
Cleveland State University
1801 Euclid Avenue
Cleveland, Ohio 44115
Tele: (216) 687-2310
Fax: (216) 687-6881

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BACKGROUND

The City of Toledo provides local governmental services to its residents. The Union, the Toledo Fire Chiefs' Association represents a bargaining unit consisting of four (4) Deputy Fire Chiefs, fourteen (14) Battalion Chiefs and an Administrative Assistant - Secretary Chief.

The labor relations between the parties extends back to 1984, and successive Collective Bargaining Agreements have been entered into since 1985. The presently subsisting Contract was entered into as of January 1, 1994 for an initial term expiring December 31, 1996.

The parties met on eight occasions to negotiate a successor agreement but were unable to resolve all issues and declared impasse.

The undersigned was appointed Fact-Finder by the State Employment Relations Board on December 6, 1996.

The parties timely provided the Fact-Finder with the statements required by Ohio Administrative Code 4117-9-05 (F).

At the direction of the parties their respective proposals on the disputed issues were transmitted to the Fact-Finder via telephone conference call and fax facilities on December 18, 1996.

Prior to the Fact-Finders participation, the parties had agreed that the new Contract should commence on January 1, 1997 for an initial term of three (3) years. They further agreed that all provisions of the existing Contract with exception of those terms referred to below were to be carried

forward and incorporated into the new Agreement, mutatis mutandis. The parties did agree, however, upon some technical and other minor changes to some of these provisions, which changes were not specifically identified and communicated to the Fact-Finder.

Four major issues remained unresolved as of the date of the Fact-Finding presentation.

These were:

1. 2113.47 Holiday Pay
2. 2113.48 Subpoena Pay
3. 2113.68 Wage Rates
4. Battalion Chief Promotional Process

After consultation with the Fact-Finder the parties agreed that these issues ought to be resolved by the adoption of the following provisions:

Section 2113.47 Holiday Pay is amended to read:

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

Any Staff Chief who works either the calendar day before or the calendar day after any of the seven (7) major holidays shall be compensated an additional four (4) hours at their regular straight time rate for those holidays.

Section 2113.48 Subpoena Pay is amended to read:

Whenever an employee of the Department has been subpoenaed as a witness in connection with a matter arising out of the course of his employment with the Department and is required to respond to such subpoena on a scheduled day off, said employee shall be guaranteed one (1) hour for reporting, and after one (1) hour he shall be paid to the next highest

tenth (1/10th) per hour that he was required to be in attendance at the hearing at the overtime rate.

Section 2113.68 Wage Rates is amended to read:

With the understanding between the City and the Association that there shall be full cooperation in effecting reasonable and efficient economies, the parties have agreed to the following:

Wage spreads between the ranks will be as follows:

Captain/Battalion Chief	13%
Battalion Chief/Deputy Chief	13%

Wage rate charts will be developed for hourly and annual rates when the Captains' rates become available. The wage charts will then become an addendum to the Contract.

It is understood between the parties that wage rate increases will be determined by the increases to the Captain's wage rates in Local 92 as of January 1, 1997.

It is also understood that should Local 92 wage increases be in the form of lump sum payments, pension pickups or safety stipends, TFCA members will receive a like form of wage increase.

With respect to the question of the Battalion Chief promotional process the parties agreed to resolve the dispute in a side letter denominated "Letter of Agreement - Promotions" in lieu of a new provision of the Collective Bargaining Agreement. The Letter of Agreement provides:

BATTALION CHIEF PROMOTIONAL PROCESS

The Battalion Chief promotional process will consist of a non-competitive promotional exam with a qualifying exam. The results of the exam shall be released to the Chief/Director and to the candidates. This process shall take effect January 1, 1997 and be inclusive of the current promotional list. Battalion Chiefs shall be selected solely at the discretion of the Chief/Director. There will be an eighteen (18) month probationary period, during which the candidate will be evaluated at least three times. The candidate shall be afforded full Union protection in matters concerning his acceptance or rejection, from the Battalion Chief rank, through the third step of the grievance process.

Having been guided by the factors set forth in O.R.C. Section 4117.14 (C)(4)(e), and Ohio Administrative Code, 4117-9-05(K), the Fact-Finder finds that the proposed agreements on the hitherto unresolved issues are both reasonable and fair to the parties and therefore recommends their adoption.

Finding and Recommendations issued this 19th day of December, 19956.



Alan Miles Ruben
Fact-Finder

AMR:ljb