

STATE OF OHIO STATE EMPLOYMENT RELATIONS BOARD

In the Matter of the Fact-Finding	(Case No:	2023-MED-12-1116
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Between	(Heard:	April 23, 2025
	(May 5, 2025
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The City of Toledo	(Issued:	July 9, 2025
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And	(
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Toledo Firefighters,	(
IAFF Local 92	(
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	(

Michelle Miller Kotula
Fact-Finder

For the Employer: Kayla D. Frasco
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For Local 92: Edward J. Stechsulte
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INTRODUCTION

Michelle Miller-Kotula was appointed to serve as Fact-Finder in Case No. 2023-MED-12-1116 by the State Employment Relations Board on December 19, 2024 in accordance with Ohio Revised Code Section 4117.14 (C)(3). Hearings were conducted on April 23, 2025 and May 5, 2025 in Toledo, Ohio. The parties to this fact-finding have an ongoing bargaining relationship and are parties to a collective bargaining agreement (hereafter referred to as the “CBA”), effective by its terms January 1, 2021 through March 31, 2024. The parties to this CBA include The City of Toledo (hereafter referred to as the “City”) and Toledo Firefighters Local 92 (hereafter referred to as the “Local 92”) which represents approximately 562 employees in the bargaining unit. The bargaining unit is described in the collective bargaining agreement as:

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

The parties began negotiations on January 16, 2024 and met approximately thirteen (13) bargaining sessions to negotiate the CBA but were unable to reach agreement. As a result, a request for fact-finding was initiated.

The parties were required to submit their respective position statements including a list of unresolved issues prior to the Fact-Finding hearing which were timely filed. They convened for a hearing in Toledo, Ohio on April 23, 2025 and May 5, 2025.

In accordance with the SERB’s order, the parties filed written statements on the issue in dispute with the Fact-Finder involving the following:

2125.84 Wage Rates

Prior to the hearing, tentative agreements were reached between the parties and presented to the Fact-Finder. The following is a list of contract sections that were open and negotiated to tentative agreement through the negotiations and mediation processes prior to fact-finding:

2125.02 Classifications
2125.03 Non-Representation; Probationary Period
2125.05 Union Dues Deduction
2125.06 Credit Union
2125.09 Deferred Compensation Plan
2125.10 Pledge Against Discrimination and Coercion
2125.11 Representation and Bill of Rights
2125.12 Bulletin Boards
2125.13 Negotiations

2125.14	Grievance Representative
2125.23	Relief from Duty
2125.30	Promotions
2125.31	Layoff and Recall Procedure
2125.32	Filling Vacancies in Promoted Ranks
2125.33	Acting Time
2125.39	Time Bank
2125.49	Rules and Orders
2125.54	Transfers
2125.55	Relieving Duties
2125.57	Schedule of Hours for Permanent Issuance
2125.58	Minimum Staffing Requirements
2125.64	Distribution
2125.65	Holiday Premium
2125.71	Injury Pay
2125.76	The Ohio Police and Fire Pension Fund
2125.78	Vacations/Kelly Days
2125.79	Paid Holidays
2125.80	Funeral Pay
2125.82	Educational Reimbursement
2125.91	Shift Premium
2125.96	Paramedic Training
2125.97	Medic Transport
2125.100	Paramedic Program
2125.101	Field Training Officer/Paramedic Training Officer

At the hearing, before the undersigned, both parties were afforded a full opportunity to present testimony, examine and cross-examine witnesses and introduce oral explanations of documentary evidence in support of their respective position on 2125.84. Through these discussions this Fact-Finder was given a thorough understanding of each party's position on the outstanding issue.

To arrive at the recommendation this Fact-Finder relied upon, among other things, the following criteria as contained in SERB provisions:

- The reliable and credible testimony provided, the evidence presented at the hearing and further clarifications given to the questions of the Fact-Finder during discussions.
- The expired collective bargaining agreement between the parties.
- Comparisons of unresolved issues relative to the employees in this bargaining unit and how those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classifications involved.
- The interest, welfare of taxpayers and the ability of the public employer to finance and administer the issues proposed and the affect of the adjustments on the normal standard of public service.

- The lawful authority of the public employer.
- The stipulations of the parties.
- Other factors, not confined to those listed above, or normally or traditionally taken into consideration in determination of the issue submitted to the Fact-Finder.
- The understanding that each individual issue has been reviewed for its relative individual merit; at the same time, each individual issue has also been reviewed with consideration given to whether or not it appropriately fits into the CBA created through this process.

ISSUE IN DISPUTE AND RECOMMENDATION

**2125.84
Wage Rates**

City Position

The City’s position and proposed contract language for the base wages is as follows:

Effective April 1, 2024 the rates which were effective in January 2023 shall be increased by 4 percent (4.0%).

Effective the first full pay of January 2025 the rates which were effective in April 2024 shall be increased by 4 percent (4.0%).

Effective the first full pay of January 2026 the rates which were effective in January 2025 shall be increased by 4 percent (4.0%).

The City notes this proposal deviates from wage parity that existed between the parties.

The Fact-Finder must recognize the differences between Local 92 employees versus the police officer employees in the TPPA bargaining unit. Local 92 has minimum staffing requirements in the CBA while the police officers’ CBA has none. There are command officers within the ranks of Local 92 while the police officers do not have such positions in its bargaining unit. The firefighters enjoy their own healthcare plan but the police officers do not. The City points out Local 92 has no recruitment problems but the police have significant recruitment and retention issues. The City notes that past parity has placed the parties in the positions where they are today. Several police officers are lost to other suburban law enforcement agencies that boast higher pay and lower crime rates than the City of Toledo.

It is significant to note that in 2024 the firefighters took on ALS functions. More responsibilities have been placed on the firefighters/paramedics. As a result, the paramedic differential has increased from 6% to 10% by January 2026. The number of paramedics the City plans to employ will increase from 250 to 305 by December 31, 2026. The City notes the paramedics will make up over half of the membership of Local

92 by December 31, 2026. These employees will enjoy the same total hourly wage increases as the police (16%) by the end of the CBA.

It is the position of the City it is losing police officers at a significantly higher rate than firefighters. Local 92 has a 47-hour work week in place which is a negotiated term of employment and permitted under the FLSA. The downtime on the shifts and between shifts is mutually beneficial to the firefighters.

The firefighters take on a unique risk in the line of duty. The 4% increase offered to Local 92 falls within 1% of Dayton and Akron. The City notes the base rate of Toledo would exceed Dayton or Akron with a 4% increase that year. The fire captains' compensation exceeds wealthier surrounding cities.

The City notes years of base wage parity exists between firefighters and police officers. Fact-Finder Novak found that parity can only be justified when considering not just base wages but all economic benefits. This instant Fact-Finder must take into consideration minimum staffing as well as the private healthcare plan between the parties.

The Fact-Finder must consider more compensation is being offered by the City to the police officers due to recruitment and retention issues. Since 2021, a total of 71 police officers left City employment. The City had to increase the police officers wages to meet market demands. It is not necessary to increase wages to such extent for the firefighters because only 23 firefighters left in the same period. There is a crisis in recruiting police officers that must be recognized as the basis for the compensation increase.

The City takes the position the base wage increases it is proposing are reasonable. It aligns the firefighter wages to comparable departments. Such base wage increases are within the City's financial means. The City is compensating the firefighters adequately while focusing on a structural budget deficit. The City has offered Local 92 maximum budgeted increases on top of economic benefits plus a 4% increase for paramedics. A negative fund balance in 2028 will result if Local 92 is awarded the maximum budgeted increases. It would be irresponsible to agree to parity in this situation.

The City contends its position reflects the recognition of the economic reality that continues to constrain its revenues. Its position is reasonable, affordable and well-grounded and must be accepted by the Fact-Finder.

The Fact-Finder is asked to recognize the budget deficit that existed as well as the continued reliance on transferring from the capital improvement projects. The City is in a fragile position. It has many capital needs. The City has a structural budget deficit of \$50 million. Conservative budgeting is needed for sound financial management.

The consultant the Union has relied upon in their presentation said the City overestimates projected revenues. This consultant was demoted in his financial position when he was employed by the County. He has provided his opinions in this matter for the Union but they are not the City's financial priorities.

The City takes the position the wage offer it made to the Union is well reasoned, competitive and generous. What Local 92 classifies as “only” \$1.7 million to support parity is 25% more than what the City is offering. The City contends it compensates the firefighters well. They are competitive with their peers.

The work of the police officers and firefighters are not identical. The City’s wage proposal is driven by its desire to compensate the Union members appropriately. It is in line with wage trends within the State of Ohio.

The wage proposal represents a desire to of the City to responsibly maintain its improving, but fragile economic health.

The City concludes the Fact-Finder should enact its wage proposal of a 4% increase effective April 2024. This would include a 4% increase commencing January 2025 and a 4% increase commencing January 2026.

Local 92 Position

Local 92 submits when the City declared impasse its position related to wage increases were as follows:

Option 1 5% for 2024 back paid to April 1, 5% for 2025, 5% for 2026, and a Me Too with TPPA (Toledo Police Patrolman’s Association) and TPCOA (Toledo Police Command Officers’ Association) on base wages.

Option 2: 4% for 2024 back paid to April 1, 4% for 2025, 4% for 2026, and a Me Too with TPPA and TPCOA base wage, plus Compensated Hours for Platoon schedule raise from 80 hours per pay period to 82 hours per pay period.

Option 3: 4% for 2024 back paid to April 1, 4% for 2025, 4% for 2026, and a Me Too with TPPA and TPCOA on base wage, plus

Base Wage Adjustment of \$1200 back paid to April 2024, plus Longevity Pay

10 years..... 1.25%

15 years..... 1.75%

20 years..... 2.25%

25 years..... 2.75%

30 years..... 3.25%

The Current position of Local 92 is as follows:

Base wage parity with TPPA, i.e.: 6% equity adjustment.

3% for 2024 back paid to April 1,

3% for 2025,

4% for 2026.

According to Local 92, the City has the ability to pay and it is not an issue. Local 92 submits it has modified its working conditions and increased its workload to provide better service to the citizens of the City. The City residents will receive increased revenue from the City through the changes in the paramedic services.

Local 92 states the TPPA recently settled with the City. The wages this union settled for are richer than the City's proposal to the firefighters. In the past firefighters with the City have always had parity with the police officers. Local 92 asks the Fact-Finder not to disturb this historic situation.

It is also the position of Local 92 that a competitive imbalance exists when looking at external comparability. The firefighters are paid far behind the surrounding departments. The City pays less for its firefighters than other Ohio cities which places them in last or close to last place. Local 92 points out the City lacks longevity pay to its firefighters. The firefighters also have to work the longest to get to their maximum amount of pay. It is abysmal to compare the City firefighters' pay to Columbus, Cincinnati, Cleveland, Dayton and Akron. This competitive imbalance has demoralized the firefighters, spurred attrition and impaired their performance.

The City has the ability to pay. The income tax collection in 2024 was historically high and \$17 million above the City's projection. The City's budgeting practice inflates expenses while underestimating revenues. The projected income tax collection is also projected to rise.

The City has always used public safety parity for its public safety units. It was used in prior fact-finding proceedings. There are 50 years of bargaining history that supports using parity. Fact-Finder Novak said the most relevant and determining factor has been parity in the base annual wages for police officer and firefighter ranks and has been virtually identical. The neutrals have not disturbed this parity.

The bargaining history shows that the fire and police have received identical base wages. The 1979-1981 CBA shows identical base wages. This pattern was followed without disturbance or exception for 50 years. In 1996 the Fact-Finder found that parity was the norm. There have been five CBAs which have undisturbed the parity for 50 years.

Local 92 has never challenged the parity arguments presented by the City. If TPPA settled first, Local 92 accepted the base rate without argument or dispute. This amount has often been lower than what Local 92 asked for in negotiations.

In the 1994-1996 CBA the City asked the Fact-Finder to disturb the public safety parity. The City's attempt was dismissed. The Fact-Finder based the outcome on the history of the parity.

For the 1997-1999 CBA the Fact-Finder found the police and firefighters were cross-linked and awarded the same identical increases. The 2000-2011 CBA base annual wages

for the police and fire ranks were identical. Local 92 notes the City did not make any challenge for 11 years.

In the 2012–2014 CBA the total outcome was the same. Although the yearly percentage was switched, the full hourly rate was identical at the end of the CBA for both fire and police personnel.

The 2015-2017 CBA pattern showed that there was public safety parity. Fact-Finder Novak considered public safety parity “the most relevant and determinative” criteria to apply when resolving the City’s wage disputes. The wages awarded were the same to both police and fire.

For the 2018-2020 and 2021-2023 CBAs, public safety parity resulted in identical annual base wages. Local 92 states this has been in accordance with the clear and indisputable bargaining history. The firefighters and police received identical base rate increases because the relationship is such that they are “cross-linked so that parity is the norm.”

There have been 50 years of identical base annual wages for the police and firefighter ranks. The Fact-Finder has legal authority to adopt Local 92’s wage proposal since it upholds the 50 years of wage parity implicated by the TPPA’s 2024-2026 CBA.

The TPPA reached a tentative agreement in March 2025 and ratified it on April 8, 2025. This included the following salary increases:

<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>total</u>
A 6% equity adjustment; 3% back paid to April 1st.	3%	4%	16%

Local 92 states significant changes has been made with the paramedics. The City converted from a BLS system to taking over the ALS system for the County. The medics are required to respond to ALS runs. Massive and unprecedented changes to the system have occurred and the paramedics will receive a 4% increase in the differential over three years. This differential increase also reflected a make-up for the increase in paramedic responsibilities over the last 40 years.

It is contended by Local 92 its proposal for TPPA’s equity adjustment and base rate increases is consistent with public safety parity and the position the City has long advocated. Increases to Local 92 with base rate increases less than the TPPA received would unjustly disrupt parity and labor peace. Local 92 contends public safety parity of identical annual base wage increases must be recommended by the Fact-Finder.

The firefighters pay compared to other departments is last or close to last. They receive no longevity pay. It takes 10 years to reach the maximum amount of pay. This imbalance affects morale, recruitment, retention and performance related issues.

The ability to pay is not an issue for the City. The income tax is projected to jump for the City to receive more revenue. The City has an upgraded bond rating. The future economic indicators are positive. The City has a budget practice of inflating expenses while underestimating revenue. This action has enabled the City to spend on less important priorities than investing in its firefighters. Local 92 notes the firefighter proposal will cost approximately a \$2.4 million to \$2.7 million difference on a yearly basis, on a \$330 million budget, which is less than 1.0%. It is the position of Local 92 this \$7.8 million spread is over three years, and is well within the City's financial wherewithal, especially considering the increased revenue from ALS. The City has the ability to pay largely attributable to the material improvement in the economy.

The City can afford to pay Local 92 this parity given the growing compensation disparity with other Ohio departments and the increase in workload. Public safety parity ensures the firefighters' compensation remains competitive with Columbus, Cleveland, Cincinnati, Dayton, Akron Oregon, Perrysburg, and Sylvania. The Fact-Finder must recommend the Union's proposal.

FACT-FINDER RECOMMENDATION

Based upon a thorough and impartial review of the facts, the economic evidence and data submitted by both parties, and the relevant standards established by SERB, this Fact-Finder strongly recommends that the wage proposal of Local 92 be adopted, as follows:

Base wage parity with TPPA, i.e.: 6% equity adjustment.

3% for 2024 back paid to April 1,
3% for 2025,
4% for 2026.

It is concluded by this Fact-Finder that an equity adjustment is warranted, as well as the wage increases listed above for 2024, 2025 and 2026. This wage increases are necessary for Local 92's wages to remain competitive. The City contends this equity adjustment and wage rate was agreed to with the TPPA based on the fact there is a recruitment and retention problem with the police but is not necessary for Local 92. The Fact-Finder however makes the determination such equity adjustment and wage increases will be beneficial to maintain Local 92's wages in comparison to other firefighter units, retain the current firefighters and recruit and replace future firefighters as necessary. The evidence presented during the hearing shows that current wages of the Toledo firefighters lag behind the wages of firefighters in major cities of Ohio as well as surrounding municipalities. The Firefighters in Local 92 perform similar tasks to the firefighters in other municipalities and thus their wages must be comparable or will continue to fall behind the others for a significant period of time. The lower wages of the Toledo firefighters puts them at a disadvantage when it comes to recruiting and retaining positions within this City. Furthermore, without equity adjustment and wage increases, the City will eventually struggle with recruitment and retention, similar to what the police

are experiencing. This Fact-Finder's recommendation will position the City to attract and continue to retain qualified employees.

It is important to note that the City's firefighters do not have a longevity structure in their CBA that would boost their wages over time. The record shows it takes at least ten (10) years for the City's firefighters to reach a higher wage rate to make them comparable to other firefighters. This lack of longevity further depresses the earnings of the City's firefighters over time. The equity adjustment and wage rates suggested by the Fact-Finder will assist in addressing this issue.

This Fact-Finder has considered the financial condition of the City in making the determination on the equity adjustment and the wage rates for 2024, 2025 and 2026 as well as its ability to pay. The City appears to have been conservative in its budgeting. However, the overall evidence that has been presented shows there has been an increase in the 2024 income tax collections and the bond rating has improved. This positive trend should continue to benefit the City in its financial position. Thus, the Fact-Finder determines the financials support the equity adjustment and wage rates.

The fact that the City has moved from BLS ambulance service to ALS ambulance service will assist in recouping more funds from the ambulance runs. The transition from BLS to ALS ambulance service will boost cost recovery, make the City a more desired place to live with enhanced medical services available to its citizens and assist in improving the City's financial picture. Local 92 and the City are to be commended for working together to enhance services for its residents with changes made during the bargaining process.

The Fact-Finder recognizes this is the same equity adjustment and wage rate that the City settled with the TPPA. The evidence strongly suggests that there has been parity in the City with the safety forces for at least 50 years. The amount of the base wages of both the firefighters and the police officers appears to be the same throughout this long bargaining history. This Fact-Finder has found no persuasive reason to break such parity related to this equity for these groups who perform the City's critical safety functions.

Therefore, based on all of these foregoing reasons, this Fact-Finder recommends the wages rates be adopted as follows:

- Base wage parity with TPPA, i.e.: 6% equity adjustment.
- 3% for 2024 back paid to April 1,
- 3% for 2025,
- 4% for 2026.

CONCLUSION

After review of the pre-hearing statements of the parties, all facts presented at the hearing and all exhibits and testimony presented at the hearing the Fact-Finder has developed the award as contained in this report. In addition, the Fact-Finder has given consideration to the positions taken by each party regarding the impact into the criteria regarding the impasse into the criteria innumerate in the Ohio Revised Code.

Respectfully submitted and issued on this 9th day of July, 2025.

Michelle Miller - Kotula
Michelle Miller-Kotula
Fact-Finder

CERTIFICATE OF SERVICE

I herby certify that on this 9th day of July, 2025, a copy of the foregoing Award of the Fact-Finder was served by way of electronic mail and regular mail upon Kayla D. Frasco, Chief of Bargaining and Representation, representing the City and Edward J. Stechschulte, representing Local 92, and the State Employment Relations Board.

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