

FACT FINDING REPORT  
STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD  
SEPTEMBER 22, 2000

STATE OF OHIO  
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In the Matter of:  
The City of Kettering, Ohio  
and  
IAFF Local 2150

00-MED-05-0625

REPORT AND RECOMMENDATIONS OF FACT-FINDER  
TOBIE BRAVERMAN

APPEARANCES

For the Employer:

Daniel G. Rosenthal, Attorney  
Richard Strader, HR Director  
Thomas O. Weghorst, HR Analyst  
Robert L. Zickler, Fire Chief  
Carol Chin, Administrative Director  
Karen Sejas, HR Analyst  
Stephen L. Hopf, Benefits Consultant

For the Union:

Jon Durrenberg, President  
Joel Busch, Secretary  
Michael T.W. Miller, Vice President  
Brian Beaver, Steward  
Jack Harrison, Steward  
Nick Andrews, Treasurer  
John E. Weller, Director, Center for Business and Economic Research

## **INTRODUCTION**

The undersigned was selected by the parties, and was duly appointed by SERB by letter dated August 11, 2000, to serve as Fact-Finder in the matter of the City of Kettering (hereinafter referred to as "City") and IAFF Local 2150 (hereinafter referred to as "Union") pursuant to OAC 4117-9-5(D). The parties agreed to extend the deadline for the Fact Finder's Report until September 22, 2000. Hearing was held at Kettering, Ohio on September 1, 2000. The Union was represented by Jon Durrenberg, President, and the City was represented by Daniel G. Rosenthal, Attorney.

## **FACTUAL BACKGROUND**

The City of Kettering is a City located in Southwest, Ohio with a population of 60,589. It is a largely residential community near Dayton. The City employs 384 full time employees, and a large number of part-time and seasonal employees. Among the full time employees, there are five separate bargaining units for police patrol, police command officers, public works, fire dispatch and full-time firefighters and EMS-paramedics. All other bargaining units have reached agreement on their respective Collective Bargaining Agreements.

The firefighters' bargaining unit includes all full time non-supervisory firefighters and EMT-paramedics employed by the City, and includes approximately 40 employees. The Collective Bargaining

Agreement between the parties expired on September 10, 2000. After a number of negotiation sessions, the parties submitted their remaining disputed bargaining issues to fact finding.

The unresolved issues are as follows:

Article XX - Medical and Life Insurance

Article XI - Vacations

Article X Section 1 - Holidays

Article X Section 2 - Personal Leave Days and Earned Days Off.

Although initially the issue of wages was in dispute, the Union during the course of the hearing agreed to accept the City's proposal of a 3.75% wage increase in each year of the Agreement.

## **ISSUES**

### **ISSUE 1: ARTICLE XX - INSURANCE**

#### **Employer Position:**

The City proposes two alternatives regarding health insurance. The City proposes first, and preferentially, that employees contribute to the cost of their insurance premiums. Alternatively, the City proposes new language as follows:

The City will maintain comparable coverage for the duration of this contract. Comparable coverage shall mean the coverage shall be similar to the extent that the City shall be able to consider and choose from up to three carriers at the time the City requests quotes for coverage. Carriers will be asked to quote from their standard products which most closely match current plan design; however, custom plan design need not be requested and exact match of plan design need not be sought or acquired. The City's choice among them will be final.

The impact of this language would be to prohibit arbitration on the issue of comparability, thus giving the City more flexibility in changing health insurance coverage.

These changes are crucial in today's changing health insurance market. The City can expect cost increases in coverage. Further, according to the City's Employee Benefits Consultant, Stephen Hopf, the City's current insurance provider will likely be unwilling to provide the City's current custom plan, as it, as well as other insurance providers, move toward more standardization in their products. The City therefore needs more flexibility in choosing insurance coverage for its employees.

Additionally, all of the City's other four bargaining units have already agreed to the City's proposed language. It would be untenable to have one bargaining unit comprising 10% of the City's work force with the ability to prevent a switch in insurance coverages for the remaining 90%.

Union Position:

The Union argues that neither the employee contribution nor language change is necessary. The City has been very successful in keeping its insurance rates very low in comparative terms. Based upon a 1993 proposal for caps on City payments of insurance premiums, in real dollars, the City has actually saved approximately three million dollars over time. Further, while many comparable bargaining units include employee contribution for health insurance premiums, many of those employees also have dental and optical benefits, which the City does not provide.

The new proposed language would prohibit arbitration on the issue of whether or not a new plan is comparable, and permit arbitration on only whether the City has solicited new plans correctly. This would allow the City to in fact obtain plans that in reality are not comparable, to the detriment of the employees. If the City expects the Union to trust it to accept only comparable insurance plans, the City should similarly trust the Union to not file frivolous grievances on the issue of comparability.

Discussion:

Certain facts are undisputed with regard to the issue of health insurance. The City has undoubtedly been successful through aggressive negotiation with providers and by joining with the Kettering City School District in seeking coverage in past years, in keeping its insurance premiums low.<sup>1</sup> It is further beyond argument that the vast majority of private sector employees and a substantial majority of public sector employees are now expected to contribute to their insurance premiums.<sup>2</sup> It is finally undisputed that the insurance industry is changing its available products so that fewer and fewer customized plans are available to employers. The industry as a whole is moving toward standardized plans. The

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<sup>1</sup> This joining with the School District to create a larger group with more bargaining clout is no longer available to the City.

<sup>2</sup> The City, although it still maintained its proposal for employee contribution to premiums at hearing, seems to have, in reality, abandoned all hope of obtaining employee contribution. It has already agreed upon its proposed language as the means by which it will contain insurance premiums in the future with its four other bargaining units.

City's current custom insurance product will in all likelihood be simply unavailable in the next few years. It is finally undisputed that the City can expect increased premiums with each insurance renewal.

Since the City will likely not be able to replicate its current plan within a few years, the need for flexibility in choosing a new plan or carrier will become critical. As City witnesses pointed out, while two plans may be comparable overall, if one employee's pediatrician is not included in that plan, the plan is not comparable as to that employee. If forced to arbitrate claims of incomparability, the City could well be handcuffed in seeking out coverage. In view of the fact that the other four bargaining units' Agreements will contain the City's proposed language, it is critical that the Firefighter's Agreement do so as well in order to allow the City to obtain coverage for the entire group. While the Union fears that the City will obtain coverage that is not comparable without redress through the grievance procedure, as Fact-Finder Stanten pointed out in his recommendation regarding the Police Patrol unit, City officials and non-bargaining unit employees will also be included in the group, making it unlikely that the City will opt for coverage which is not comparable in as many aspects as possible to its current coverage.

Recommendation:

The City's proposed language at Article XX §1 as follows:

The City will maintain comparable coverage for the duration of this contract. Comparable coverage shall mean the coverage shall be similar to the extent that the City shall be able to consider and choose from up to

three carriers at the time the City requests quotes for coverage. Carriers will be asked to quote from their standard products which most closely match current plan design; however, custom plan design need not be requested and exact match of plan design need not be sought or acquired. The City's choice among them will be final.

## ISSUE 2: ARTICLE XI VACATIONS

### Union Position:

The Union proposes the addition of two additional vacation days at twenty years of service. The City has already agreed to two additional days of vacation for all other bargaining units at twenty-five years of service. The Union contends that its additional days should be added five years earlier since firefighters are eligible for retirement at twenty-five years of service, unlike other public sector employees who become eligible for retirement at thirty years of service. Since historically all members of the bargaining unit have in fact retired at twenty-five years of service, providing the additional two days' vacation at twenty years would allow the employees to actually receive some benefit.

### City Position:

The City has agreed to two additional vacation days at twenty-five years of service for its other four bargaining units. This includes the police employees, who, like the firefighters, are eligible for retirement at twenty-five, rather than thirty, years of service. There is no basis for the firefighters to receive a different benefit.

Discussion:

There is no issue between the parties as to the provision of two additional vacation days. Having agreed to this addition with the other bargaining units, the City is willing to provide it to this bargaining unit as well. The sole issue is whether the benefit will be provided at twenty or twenty-five years of service.

The undisputed testimony presented at hearing established that all members of this bargaining unit have historically retired at twenty-five years of service as soon as eligible to do so. This is no doubt precipitated by the fact that the job is both stressful and physically demanding. It should be noted that the current contract language does not even provide for a vacation schedule for "over twenty-five" years of service, but stops at "over twenty years". In view of this fact, the granting of two additional vacation days at twenty-five years would provide a benefit to firefighters only in their last year of employment while other employees would enjoy the benefit for five years if they retired when eligible. It is therefore reasonable to provide the additional two days of vacation at twenty rather than twenty-five years of service.

Recommendation:

Article XI §1 should be changed to provide for accumulation of vacation as follows:

Over 20 years

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ISSUE 3: ARTICLE 10 §1 - HOLIDAYS

Union Position:

The Union proposes the addition of the Martin Luther King holiday. This holiday has been granted to all other bargaining units, and should be added to the firefighters' Agreement as well.

Employer Position:

The City's firefighters rank among the highest paid both state wide and in the area for cities of similar size. The City has historically emphasized favorable pay over time off. Additional holidays should not be added.

Discussion:

The City has granted the Martin Luther King Holiday to all other bargaining units. Its contention that this group should not be granted the same holiday rings hollow in light of that fact. The City appears to have maintained its position on this issue strictly as bargaining leverage on the more important issues of insurance and wages.

Recommendation:

Article X §1 should be changed to add Martin Luther King Day to the list of holidays.

ISSUE 4: ARTICLE X §2 - EARNED DAYS OFF

Union Position:

The Union proposes the addition of one EDO in each year of the Agreement so that two additional EDO's are added by the end of the Agreement. The purpose of EDO's is to reduce the work week of firefighters who work on a 24 hours on 48 hours off schedule. The

18 EMT-paramedics are the only members of the bargaining unit who work this schedule. These additional EDO's would reduce the work week from 51.12 hours per week to 50.19 hours per week, which is average for the comparable groups for cities of similar size in the area. The stresses of the job are such that additional time off to recoup is a valuable benefit.

City Position:

The City has maintained a philosophy that it prefers to pay its employees a generous wage while keeping time off as low as possible. The citizens of the community are better served by paying employees for work performed than for time off. The work of the EMT-paramedics, while stressful, is not dramatically so. The City is a largely bedroom community which is not plagued by high rates of violent crime. There is simply no need for additional time off.

Discussion:

While the number of emergency runs in the City is on the high side, the City's firefighters are generously compensated at rates among the highest in the state of Ohio. It is a good place to work as evidenced by the fact that firefighters from other communities leave positions to work for the City. While the job is stressful, that is the nature of the occupation, and the firefighters do have time off which is well within the average for comparable cities both locally and statewide. This benefit would inure to the benefit of less than half of the bargaining unit.

Recommendation:

Current contract language.

Dated: 9/22/00

Tobie Braverman  
Tobie Braverman, Fact-Finder

**CERTIFICATE OF SERVICE**

The foregoing Report was mailed this 22nd day of September, 2000 to Daniel G. Rosenthal, Denlinger, Rosenthal & Greenberg, 2310 Firststar Tower, 425 Walnut Street, Cincinnati, Ohio 45202, counsel for City of Kettering, and to Jon Durrenberg, President, IAFF Local 2150, 590 Deauville Drive, Dayton, Ohio 45429, by Certified U.S. mail.

Tobie Braverman  
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