

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

2004 JUN 22 A 11: 00

IN THE MATTER OF FACT-FINDING BETWEEN:

Richmond Heights, Ohio)

and)

IAFF, Local 2009)

Case No: 03-MED-09-1034

Fact-Finder: Colman R. Lalka

HEARING

Dates of Hearing: March 24 and April 8, 2004

Location of Hearing: Richmond Heights, Ohio

ATTENDANCE AT HEARING

For the Employer:

Marc J. Bloch, Esq.

Robert V. Kelley, Esq.

Michael A. Thomas, Director of Finance Richmond Heights

Michael A. Cek, Chief of Fire Department Richmond Heights

For the Union:

James Astorino, President Northern Ohio Firefighters

Peter L. Mannarino, President Local 2009

Kenneth Ratkosky, Vice President Local 2009

John Boos, Treasurer Local 2009

Phillip J. Salvia, Negotiating Committee Local 2009

BACKGROUND

Richmond Heights, Ohio has recognized the IAFF, Local 2009 as the bargaining representative for certain employees of the City. The Bargaining Unit is duly certified by the State Employment Relations Board and had a Labor Agreement in effect that expired on December 31, 2003. Formal bargaining between the Parties has been ongoing. When impasse was reached, the Parties requested the Fact-Finder convene a hearing, attain relevant facts, and prepare a report and

recommendation in keeping with ORC 4117 and related Rules and Regulations adopted by SERB, to wit,

4117-9-05(J). The fact-finding panel, in making findings of fact, shall take into consideration all reliable information relevant to the issues before the fact-finding panel.

4117-9-05(K). The fact finding panel, in making recommendations, shall take into consideration the following factors pursuant to division (C)(4)(e) of section 4117.14 of the Revised Code:

4117-9-05(K)(1). Past collectively bargained agreements, if any, between the parties;

4117-9-05(K)(2). Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work giving consideration to factors peculiar to the area and classification involved;

4117-9-05(K)(3). 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;

4117-9-05(K)(4). The lawful authority of the public employer;

4117-9-05(K)(5). Any stipulations of the parties;

4117-9-05(K)(6). Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

The hearing was convened on the dates and at the place indicated above. At the hearing the Parties were given the opportunity to present evidence and argument in such a manner that would allow the Fact-Finder to issue a Report on all disputes between the Parties on an issue-by-issue basis. Twelve issues were at impasse.

MEDIATION

During the course of the Fact-Finding hearing, mediation was conducted with the Fact-Finder acting as mediator. All issues were brought to Tentative Agreement.

ISSUES OF TENTATIVE AGREEMENT

1. Duration

Three (3) years — January 1, 2004, through December 31, 2006

2. Wages

Effective 1/1/04 — 4% wage increase

Effective 1/1/05 — 4% wage increase

Effective 1/1/06 — 3% wage increase

3. Paramedic Bonus

Status quo — no change from current agreement (\$1,000.00).

4. Uniform Allowance

Increase \$50.00 each year of the agreement as follows:

Effective 1/1/04 — \$850.00

Effective 1/1/05 — \$900.00

Effective 1/1/06 — \$950.00

5. Prescriptions

Generic — increase deductible from \$3.00 to \$8.00.

Brand — increase deductible from \$5.00 to \$15.00.

6. Holidays

To be paid in the same calendar year.

7. Scheduled Time Off

Two (2) men off, scheduled by the 1st of each month for the time requested for the following month; no more than one man allowed off on Kelly day (MTO); one man allowed off on holiday or vacation even if someone is scheduled for MTO.

8. Recalls

In exchange for a five-man minimum, the City will no longer be obligated to recall personnel during hospital transports. The City will continue the recall practice for mutual aid and for "general" recalls. However, if overtime costs generated in adhering to a five-man minimum manning exceed \$15,000.00 over any twelve (12) month calendar period, the City shall have the right to revert manning back to the four-man minimum manning.

9. Comp Time

The use of compensatory time will be permitted so long as it does not create overtime.

10. Fitness

The City will purchase \$2,500.00 of fitness equipment on an annual basis for use by Fire Fighters to maintain a fitness routine. The Chief shall retain discretion as to how the money is allocated. Further, such fitness equipment may be melded into a City-wide fitness center if built.

11. Personnel Files

An employee shall have an option to sign any material which goes into his personnel file. Further, such employee shall have the right to submit a letter of explanation regarding any submission into the personnel file.

12. Workweek
Status quo — no change from current agreement.

It is recommended that the above identified issues of Tentative Agreement be included in the Parties' contract. It is further recommended the remainder of the Contract remain the same as in the immediately preceding Contract.

Dated: June 19, 2004
Madison, Lake County, Ohio

Colman R. Lalka, Fact-Finder