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STATE EMPLOYMENT
RELATIONS BOARD

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PURSUANT TO O.R.C. 4117.14(C)
UNDER THE AUSPICES OF THE
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER BETWEEN)	
)	
CITY OF GARFIELD HEIGHTS)	
)	FACTFINDER'S REPORT
and)	
)	SERB CASE NO.
GARFIELD HEIGHTS FIRE)	05-MED-10-1070
FIGHTERS, IAFF LOCAL 340)	

This Factfinding arises pursuant to Ohio Revised Code Section 4117.14(C). The Parties, the City of Garfield Heights (“the City”) and Garfield Heights Fire Fighters, IAFF Local 340 (“the Union”), selected Susan Grody Ruben to serve as sole, impartial Factfinder, whose Recommendations are issued below.

Hearing was held August 23, 2006 in Garfield Heights, Ohio. The Parties were afforded full opportunity for the presentation of positions

and evidence. Pre-hearing submissions were received from both parties.

APPEARANCES:

for the City:

**Marc J. Bloch, Esq., Duvin, Cahn & Hutton,
Erievue Tower, 20th Floor, 1301 E. 9th St.,
Cleveland, OH 44114**

for the Union:

**James P. Astorino, President, Northern Ohio Fire
Fighters, 3100 E. 45th St., Suite 214, Cleveland,
OH 44127**

FACTFINDER'S RECOMMENDATIONS

Tentative Agreements

All articles tentatively agreed to by the Parties are hereby incorporated into this Report.

Statutory Criteria

In reaching Recommendations on the open issues, the Factfinder has reviewed the parties' pre-hearing submissions and the evidence and positions presented at the Factfinding Hearing. The Factfinder has analyzed this information in the context of the statutory criteria found in Ohio Revised Code Section 4117.14(G)(7):

- a) Past collectively bargained agreements ...
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; and**
- f) Such other factors, not confined to those listed ... 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.**

Bargaining Unit

The bargaining unit consists of all Firefighters, Lieutenants, and Captains of the City Fire Department. There are approximately 44 members of the bargaining unit.

Issues

Article XVI - Overtime and Call-in Pay

1. City's Proposal re Overtime Call-in of Captains (new)

Add to the end of Section 2:

A Captain will not be called in on overtime to work Station #2 when a Captain is already on duty at Station #1, except that a Captain may be called in for Station #2 if all other members contacted off the recall list, after one attempt, are not available.

Union's Proposal re Overtime Call-in of Captains

Status quo.

Factfinder's Recommendation re Overtime Call-in of Captains

First, the Factfinder notes this scenario rarely occurs. Second, in a 2003 Letter of Understanding, the Parties agreed to equalize overtime within the bargaining unit without regard to rank:

Equalization of Overtime. Overtime opportunities shall be made available as equally as possible among all members of the bargaining unit. Overtime opportunities shall be made solely by position on the recall list, regardless of classification or rank. If a classification, specialized service, level of training or rank is required to fill a position and by the reassignment of on-duty shift personnel cannot satisfy that demand, then the employer shall

recall the needed personnel by recalling the first person on the recall list that would satisfy that demand.

Accordingly, the Factfinder recommends status quo.

2. City's Proposal re Special Events Call-in

Status quo.

Union's Proposal re Special Events Call-in (new)

Add a new section:

Two personnel are to be called in to man a rescue squad at special events such as Home Days, football games, or any other event that would take an on-duty squad away from its normal duties.

Factfinder's Recommendation re Special Events Call-in

Current practice is to call in extra personnel for Home Days and July fireworks. High school home football games are played across the street from Station #1. Accordingly, the Factfinder recommends status quo.

Article XVIII - Holidays

3. City's Proposal re Number of Paid Tours of Duty Off - Article XVIII(1)

Status quo.

Union's Proposal re Number of Paid Tours of Duty Off - Article XVIII(1)

Increase the number of paid tours of duty off from 8 tours to 9 tours to recognize that firefighters are scheduled to work more hours weekly and annually than other City employees.

Factfinder's Recommendation re Number of Paid Tours of Duty Off - Article XVIII(1)

Status quo. Firefighters have a unique schedule that fits their duties. There is no compelling reason at this time to increase the number of paid tours of duty off.

4. City's Proposal re Number of Days of Holiday Premium Compensation - Article XVIII(3)

Status quo.

Union's Proposal re Number of Days of Holiday Premium Compensation - Article XVIII(3)

Add 2 additional holidays – Good Friday and Labor Day – as time-and-one-half days.

Factfinder's Recommendation re Number of Days of Holiday Premium Compensation - Article XVIII(3)

Status quo. There is no compelling reason at this time to increase the number of days of holiday premium compensation.

Article XIX - Vacation

5. City's Proposal re Vacation Selection - Article XIX(4)

Status quo.

Union's Proposal re Vacation Selection - Article XIX(4)

Permit the use of all columns for vacation selection.

Factfinder's Recommendation re Vacation Selection - Article XIX(4)

The Parties have a complex vacation scheduling system. The Factfinder finds no compelling reason to change it at this time. Accordingly, the Factfinder recommends status quo.

6. City's Proposal re Personal Days - Article XIX(6) [new]

Reject.

Union's Proposal re Personal Days - Article XIX(6) [new]

Permit two existing floating holidays to be used as personal days as needed during the year.

Factfinder's Recommendation re Personal Days - Article XIX(6) [new]

The Factfinder understands the Union's desire to have more flexibility in scheduling, specifically, to have some days available for float, a need that is not met by the current system. The Factfinder also understands the City's need to maintain a system where overtime is minimized, schedules are largely set in advance, and holiday periods are adequately covered. To balance these two needs, the Factfinder recommends:

Two existing floating holidays can be picked by each firefighter as late as November 1 of each year, as long as such selections do not create additional overtime.

Article XXI - Paramedic Bonus

7. City's Proposal re Amount of Paramedic Bonus - Article XXI(1)

Increase as follows:

**2006 - \$1,450 (+\$50)
2007 - \$1,475 (+\$25)
2008 - \$1,500 (+\$25)**

Union's Proposal re Amount of Paramedic Bonus - Article XXI(1)

Increase as follows:

**2006 - \$1,600 (+\$200)
2007 - \$1,800 (+\$200)
2008 - \$2,000 (+\$200)**

Factfinder's Recommendation re Amount of Paramedic Bonus - Article XXI(1)

The amount of the paramedic bonus – \$1,400 – has not changed since 1999. The Union presented the paramedic bonus amounts from 35 nearby fire departments. The amounts range from \$650 in Bedford to \$3,260 in Brook Park.

The Union also presented the paramedic bonus amounts from the 8 other communities that currently comprise the comparable

communities for the base salaries of the City's firefighters, pursuant to Garfield Heights Charter 41-B.¹ These bonus amounts range from \$0 in East Cleveland to \$3,494 in Shaker Heights.

Of course, without the complete collective bargaining agreements from these other fire departments, it is unknown when bonus increases are scheduled, and what the overall costs of those other contracts are in comparison to the instant contract.

While a significant increase to the paramedic bonus might be in order for the Parties' next contract, given that the Factfinder is recommending a significant increase to the longevity bonus (see #9 below), the Factfinder recommends a modest increase to the paramedic bonus as follows:

2006 - \$1,450 (+\$50)

2007 - \$1,475 (+\$25)

2008 - \$1,500 (+\$25)

8. City's Proposal re Amount of EMT Bonus - Article XXI(2)

Increase as follows:

2006 - \$750 (+\$50)

2007 - \$775 (+\$25)

2008 - \$800 (+\$25)

¹ The Union's list showed:

Cleveland Heights - \$2,420
East Cleveland - N/A
Euclid - \$2950 + \$1.15/hour ride time
Lakewood - \$750
Maple Heights - \$1,500
Parma - \$500 + \$2/hour ride time
Shaker Heights - \$3,494
South Euclid - \$2,229

Union's Proposal re Amount of EMT Bonus - Article XXI(2)

Increase as follows:

2006 - \$800 (+\$100)

2007 - \$900 (+\$100)

2008 - \$1,000 (+\$100)

Factfinder's Recommendation re Amount of EMT Bonus - Article XXI(2)

The current amount of the EMT bonus – \$700 – also has remained the same since 1999. While the record does not include information about the amount of the EMT bonus in neighboring communities, both Parties treat the EMT bonus and the paramedic bonus similarly in their proposals.

Accordingly, given the Factfinder's recommendation regarding the longevity bonus, the Factfinder recommends an increase to the EMT bonus as follows:

2006 - \$750 (+\$50)

2007 - \$775 (+\$25)

2008 - \$800 (+\$25)

Article XXVI - Longevity

- 9. City's Proposal re Amount of Longevity Bonus - Article XXVI(1)
Status quo.**

Union's Proposal re Amount of Longevity Bonus - Article XXVI(1)

Parity with the Police Department.

Factfinder's Recommendation re Amount of Longevity Bonus - Article XXVI(1)

The Fire Department longevity bonus lags significantly behind the Police Department longevity bonus. The record indicates no reason to maintain this discrepancy. Accordingly, the Factfinder recommends the Fire Department longevity bonus be increased to reach parity with the Police Department. The longevity bonus, thus, would be as follows:

5 to 10 years
2006 - \$1,825
2007 - \$1,875
2008 - \$1,925

10 to 15 years
2006 - \$2,025
2007 - \$2,075
2008 - \$2,125

15 to 20 years
2006 - \$2,225
2007 - \$2,275
2008 - \$2,325

20+ years
2006 - \$2,425
2007 - \$2,475
2008 - \$2,525

Article XXXI - Line of Duty Injury Leave

10. City's Proposal re Transitional Duty - Article XXXI(2)

Add the following language:

Firefighters who are on Line of Duty Injury Leave may be assigned to a forty (40) hour workweek and assigned to transitional duty that they are capable of performing while on Line of Duty Injury Leave.

Union's Proposal re Transitional Duty - Article XXXI(2)

Reject.

Factfinder's Recommendation re Transitional Duty - Article XXXI(2)

While the City identified another community as having this provision (Independence), this provision is not the norm in firefighter contracts. It is well known that firefighters, as a result of their unique 24 on/48 off schedule, build their lives around this schedule. They often have a second job and/or family responsibilities during their time off.

Accordingly, the Factfinder finds it unduly disruptive to schedule a firefighter to a 40-hour workweek as a result of a Line of Duty Injury. The Factfinder understands the City's interest, however, in reserving the right to assign employees to light duty in the case of injury. Balancing both Parties' interests, the Factfinder recommends:

Firefighters who are on Line of Duty Injury Leave may be assigned to transitional duty they are capable of performing. Such transitional duty assignments shall be scheduled consistent with the firefighter's 24 on/48 off shift schedule held before the Line of Duty Injury.

Article XLIII - Station Cleaning & Maintenance

11. City's Proposal re Station Cleaning & Maintenance - Article XLIII(2)

Change the voluntary snowblowing and salting of Station sidewalks by firefighters from voluntary on the firefighters' part to as assigned by the City.

Union's Proposal re Station Cleaning & Maintenance - Article XLIII(2)

Status quo.

Factfinder's Recommendation re Station Cleaning & Maintenance - Article XLIII(2)

The record does not indicate there has been any problem with firefighters voluntarily snowblowing and salting Station sidewalks. Accordingly, the Factfinder recommends status quo.

Article XLIV - Miscellaneous Items

12. City's Proposal re Smoking - Article XLIV(1)

Revise Section 1 to read:

There shall be no smoking allowed within either Station #1, Station #2, or in any Fire Department City vehicles.

Union's Proposal re Smoking - Article XLIV(1)

Status quo.

Factfinder's Recommendation re Smoking - Article XLIV(1)

While the Factfinder finds it surprising the Stations are not smoke-free, given that the Parties could not come to an agreement on this issue, the Factfinder finds the issue to be appropriate to be resolved by City Council. Accordingly, the Factfinder recommends status quo.

13. City's Proposal re Fitness Program - Article XLIV(5)

Revise Section 5 to read:

A voluntary physical fitness program will be established through a certified physical fitness trainer. An employee who successfully completes the program will receive \$250 annually.

Union's Proposal re Fitness Program - Article XLIV(5)

The Union believes a fitness program can be developed through a labor/management collaboration that provides a program with more detail and that addresses the concerns of both Parties.

Factfinder's Recommendation re Fitness Program - Article XLIV(5)

The current language reads:

All physical fitness examinations and programs shall be mutually agreed upon by the Fire Chief and Local 340.

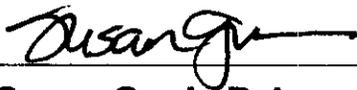
The record indicates that although this language has been in the Agreement since at least 2003, no program has been agreed upon.

Accordingly, the Factfinder believes that just referring this issue back to the Parties is insufficient for a fitness program to be implemented. However, the Factfinder finds the City's proposal to be lacking in detail.

Thus, the Factfinder recommends referring the issue back to the Parties, imposing a deadline, and implementing binding arbitration if the deadline is not met. Section 5 would thus read:

A voluntary physical fitness program will be established. The Parties shall meet in a labor-management collaboration to establish the elements of this program. If the Parties cannot agree upon the elements of such a program by January 31, 2007, the Parties shall present their proposals for the elements of such a program to a mutually-selected arbitrator. After a hearing, the arbitrator shall issue a written decision that selects one proposal or the other, without making any changes to that proposal. The arbitrator's decision shall be final and binding upon the Parties. The Parties shall share equally the arbitrator's fees and costs. Each Party shall bear its own costs associated with the arbitration.

DATED: September 13, 2006



Susan Grody Ruben, Esq.
Factfinder