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In the Matter of Factfinding SERB Case No. 06-MED-02-0107

Between Before: Harry Graham

IAFF Local 3646

and

The City of Broadview Heights, OH

APPEARANCES: For IAFF Local 3646:

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

For City of Broadview Heights:

Gary Johnson
Johnson & Colaluca
1700 North Point Tower
1001 Lakeside Ave.
Cleveland, OH 44114

INTRODUCTION: Pursuant to the procedures of the Ohio State Employment Relations Board a hearing was held in this matter before Harry Graham. At that hearing the parties were provided complete opportunity to present testimony and evidence. The record was closed at the conclusion of the hearing on August 7, 2007 in Broadview Heights, OH.

ISSUES: This proceeding involves a reopener for the existing Agreement which expires December 31 2008. The issues in dispute are:

1. Health Insurance
2. Wage Increase

ISSUE 1, HEALTH INSURANCE

POSITION OF THE UNION: There is currently in the Agreement provision for a Health Insurance Committee. That Committee is set out in Article XXX, Section 3. As the Union relates history, the Committee, including members of other bargaining units and non-bargaining unit personnel alike, met eight times starting in January, 2006. On occasion outside health care consultants attended as well. No City official with decision-making authority attended any of the meetings.

The City has had good experience with regard to costs of health insurance. Over the past decade they have risen 1.8% per year. This is below the general rise in inflation and well below the increase in health care costs in the nation. Further, Fire Fighters have been contributing 5.0% of the cost of health care since 1992. This represents a very good record. The Union wants to keep it that way, hence the stress on the health care committee.

Specifically, the Union proposes to amend Article XXX, Section 3 to provide that the health care committee meet at least two times per year. Further, it proposes that the City have a "level one" (management) employee on the Committee and that person be required to "actively participate" with the Committee.

The Union is also proposing the addition of a new section, Section 4, to Article XXX. Its proposed Section 4 reads as follows:

The Committee in coordination shall determine annually how to absorb and/or to distribute mutually agreeable shares of any health care cost containment increases between the City and the Employees. The Committee will analyze cost containment measures, including, but not limited to, deductibles, co-pays, out of pocket maximums, prescription drug changes and changes in providers, and will recommend appropriate measures for implementation. The background for this new agreement for

controlling health care costs was the collaboration of the City and the Unions through the Committee. If the Committee is unable to reach agreement concerning such measures, the City may implement such measures consistent with the terms and spirit of this section.

As the Union sees it, the parties have a good record with regard to containing health care costs. Its proposal builds upon that record. Thus, it should be recommended the Union urges.

The City has on the table a proposal to increase prescription drug co-pays. As the parties have succeeded in keeping the rise of health care costs moderate that proposal is unnecessary and should be rejected according to the Union.

POSITION OF THE EMPLOYER: Agreement has been reached with all other groups of City employees. This includes bargaining unit and non-bargaining unit employees alike. That agreement calls for an increase in employee payments towards prescription drugs. Under the City proposal the co-payment will be \$10.00 for generic prescriptions, \$15.00 for name brand prescriptions and either \$20.00 or \$30.00 for maintenance drugs, depending on whether the drug is generic or name brand. As all other groups have accepted this proposal there is no reason for the Fire Fighters to opt out in the City's view.

The City rejects the proposal of the Union concerning the health care committee. In its view such a committee is a waste of time. Further, this is a reopener. The Agreement will be up for renegotiation next year, 2008. As that is the case the issue of changes to the health care committee can be taken up at that time according to the City.

DISCUSSION: The record of the parties with respect to containing health care costs is startlingly good. They are obviously doing something right. The proposal of the Union with respect to the health care committee has unexceptional elements about it. The requirement that the Committee meet "at least two (2) times per calendar year" to review alternatives is certainly unremarkable. It is recommended to the parties. Further, in an effort to avoid wasteful meetings the City should have a management level employee in attendance. The costs and coverages of the health insurance program affect managerial, bargaining unit and non-bargaining unit employees alike. Managerial employees should be represented on the Committee. The proposal of the Union for change in Article XXX, Section 3 is recommended in its entirety.

The proposed new section, Section 4, represents the charter for the health care committee. The following language is recommended:

The Committee will analyze cost containment measures including, but not limited to deductibles, co-pays, out-of-pocket maximums, prescription drug coverage and possible changes in providers.

All other groups in City service have adopted the changes in prescription co-payments proposed by the City. No reason exists for the Fire Fighters not to do so as well. The proposal of the City with respect to prescription drug co-pays is recommended in its entirety.

ISSUE 2, WAGE INCREASE

POSITION OF THE UNION: Other groups in City service have reached agreement on the wage increase for 2007 and 2008. That increase was three percent. (3.0%) The Union proposes it receive the same increase and that increase be made retroactive to January, 2007.

There are other aspects to the proposal of the Union as well. As the Union relates history in the recent past its membership was ahead of police officers with respect to total compensation. That has changed. Now Fire Fighters are behind their colleagues in the Police Department. The disparity is sizeable. The Union does not seek to restore the previous relationship between Police and Fire. Rather, it seeks parity. To that end the Union proposes what it terms a "wage equity adjustment." It also proposes a number of changes in various supplemental pays as well as initiation of a new payment, that for haz-mat training.

When the parties negotiated in 1998 Officer-in-Charge (OIC) pay was established at \$1.00 per hour. No increase has occurred since then and the pay remains at \$1.00 per hour. As no change has been made for almost a decade the Union proposes that OIC pay be made at the Lieutenant rate after an officer has been acting as OIC in excess of four consecutive hours. That so many years have passed without an increase in OIC justifies its proposal according to the Union. So too does the increased responsibilities attendant on the position.

Article XXXVI, Section 3 deals with pay for fire inspectors. Those people are on a 40 hour week and currently receive an additional \$75.00 per month. The Union proposes that stipend be increased to \$175.00 per month for all employees certified as fire inspectors. There is sound rationale for its proposal according to the Union. Notwithstanding the language of Article XXXVI no one has ever been designated as a fire inspector. There is no one receiving the \$75.00 per month stipend. However, the City is providing fire inspection service.

It has on-duty fire fighters perform inspection tasks. No supplemental pay is made. The spirit of the Agreement is being breached. Its proposal would rectify that situation as well as serving to equalize the pay between police and fire.

As time has passed the job of the Fire Fighter has grown more complex. Increased training and responsibilities have been assumed in the area of hazardous materials. As that is the case increased pay should follow as well. The Union proposes institution of a new payment, haz-mat pay, at the level of \$50.00 per month for all haz-mat trained Fire Fighters.

POSITION OF THE EMPLOYER: The City proposes there occur a three percent (3.0%) increase upon signing in 2007 and another three percent increase in January, 2008. No other increases are warranted in its view. Examination of the record shows that police and fire officers have never been paid the same in Broadview Heights. In some years fire have been paid more than police. At other times police have been paid more than fire. There has never been the equality urged by the Union in this proceeding.

Furthermore, the Union overlooks a salient fact of its compensation. That is, hours have been reduced for Fire Fighters. In 2002 Fire Fighters worked a 53 hour week. That has fallen to 49.8 hours per week. An hours reduction is a proxy for a wage increase. That cannot be disregarded according to the City.

Additionally, when compared to their colleagues in the western part of the Cleveland metropolitan area Fire Fighters in Broadview Heights compare well. Comparison of Broadview Heights Fire Fighters to those in Parma, Independence, Strongsville and Brookpark, OH. show that those in Broadview

Heights approximate the average for the area. In fact, that data is somewhat misleading. Firefighters in Brookpark are well paid. So much so that they drive the average for the area up. Were Brookpark to be excluded the comparison would be very favorable to the City. Thus, no increase other than the 3% it *proposes is justified according to the Employer.*

The City points to Article XXXVI, Section 3 dealing with the Fire Inspection Bureau. The language found there provides that "When an employee is assigned..." The City does not assign Fire Fighters to the Inspection Bureau. It has on-duty Fire Fighters conduct inspections. The supplemental pay found in Article XXXVI, Section 3 is to offset the inconvenience of a 40 hour week for Fire Fighters. As they are not be inconvenienced as they perform inspection tasks while on shift no change is justified in the City's view. Additionally, inspection pay is not the pattern in the area. Some cities, e.g. Parma and Middleburg Heights provide it. Others, e.g., Independence and Strongsville, do not. As support in the region in lacking for the change proposed by the Union it should not be recommended the City contends.

Adoption of haz-mat pay is not justified in the City's view. No City in the area makes the pay sought by the Union.

Nor is any change justified in Officer-in-Charge pay. There is great variation in this pay among western suburbs. Parma does not make this pay. Middleburg Heights pays \$48.00 per 24 hour shift. Other communities are in between. In the opinion of the City it is not out of line with respect to OIC pay and no change should be recommended.

DISCUSSION: A three percent (3.0%) increase represents the pattern in Broadview Heights. A three percent (3.0%) increase retroactive to the first pay period of January, 2007 is recommended. Another such increase should be made the first pay period of January, 2008.

It is commonplace for OIC pay to be based upon the pay of the Lieutenant. Strongsville, Brookpark, and North Royalton utilize that scheme. The proposal of the Union with respect to OIC pay is recommended.

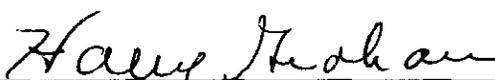
Haz-Mat pay is not specifically set out in the various Cleveland West Side communities provided for comparison purposes. It is not recommended.

As noted above, the pattern with respect to fire inspection pay is varied. Some communities make it, some do not. The practice in the area is insufficiently *compelling to call for adoption of the proposal of the Union.*

Most contentious in this proceeding is the differential that has developed between Police Officers and Fire Fighters. In 2005 Fire Fighters were \$531 per year ahead of their colleagues in the Police Department. That changed in 2006 when the differential became adverse to Fire Fighters in the amount of \$401. Were the wage proposal of the City to be adopted without alteration (but for the retroactivity question addressed above) the differential adverse to the Fire Fighters would increase to \$834 in 2007 and \$1168 in 2008. So, in the space of only a few years there will have been a swing of \$1700 adverse to the Fire Fighters. It belabors the obvious to note that this represents a very large amount. That should not be expected given the proximity of the working life between Fire Fighters and Police Officers. Were the differential small, it would be tolerable. It is

not small and has developed to this magnitude in only a few years. Given that circumstance the proposal of the Union is recommended with respect to the equity adjustment for Fire Fighters. The annual wage of Fire Fighter/Paramedics should be equal to that of Police/Officer Specialists in Broadview Heights in 2007 and 2008.

Signed and dated this 24th day of August, 2007 at Solon, OH



Harry Graham
Factfinder