

FACTFINDING REPORT

2007 FEB -9 P 2:25

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

February 5, 2007

In the Matter of:

City of New Philadelphia )

and )

New Philadelphia Fire Fighters, )  
IAFF Local 1501 )

Case No. 06-MED-08-0883

APPEARANCES

For the City:

Nicholas Codrea, Jr., Consultant  
Greg Popham, Director of Public Safety  
Jamie Snyder, Fire Chief

For the Union:

Michael P. Taylor, 3<sup>rd</sup> District Vice President, OAPFF  
Jim Parrish, President, Local 1501  
Kendal Bick, Negotiating Team, Local 1501

Factfinder:

Nels E. Nelson

## BACKGROUND

The dispute involves the City of New Philadelphia and the New Philadelphia Fire Fighters, IAFF Local 1501. The parties began negotiations in November of 2006 for a successor agreement to the one due to expire on December 31, 2006. When the parties were unable to reach agreement, the Factfinder was appointed on December 1, 2006. However, in order to permit negotiations to continue, the parties agreed to extend the time limits for fact finding and to waive Section 4117.14(G)(11) of the Ohio Revised Code so that any changes in compensation and other matters with cost implications, which might subsequently awarded by a Conciliator, would be effective the date of the expiration of the existing agreement.

Once the parties recognized that it would not be possible to reach an overall agreement, a factfinding hearing was scheduled for January 20, 2007. At that time, the Factfinder had extensive discussions with the parties regarding the issues at impasse. A number of issues were resolved but the parties agreed that the Factfinder should issue a report containing his recommendations for resolving the dispute. They further agreed that in order to expedite the process, he should simply present his recommendations without summarizing their positions or discussing the rationale for his recommendations.

The recommendations of the Factfinder are based upon the criteria set forth in Section 4117-9-05(K) of the Ohio Administrative Rules. They are:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) 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;

- (c) The interest and welfare of the public, and 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;
- (f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute procedures in the public service or in private employment.

## RECOMMENDATIONS

The recommendations of the Factfinder are as follows:

### 1) Article 16 - Residency Requirement

Section 1 - Employees must live within Tuscarawas County or any County that touches Tuscarawas County.

### 2) Article 23 - Grievance Procedure

Section 1 - Definitions

Grievance: Any dispute arising from the misrepresentation of the contract, any disagreement with application of this contract, or any disagreement with established working conditions within the Fire Department. The Bargaining Unit members agree that disputes processed through the grievance procedure shall be prohibited from further appeal to the Civil Service Commission.

Remaining provisions unchanged.

### 3) Article 24 - Salaries

Section 1 – Effective January 1, 2007 the wage rates below for all Steps and all Classifications shall be rebased to include the Firefighter/Advanced EMT payment, the Firefighter/Paramedic payment and the HAZMAT payment formally paid under Article 15 Technological Change and the Shift Differential payment under Article 61. All non-probationary Bargaining Unit Members shall attain and maintain Paramedic and HAZMAT Certification (excluding the

three (3) employees “Grandfathered” under previous Agreements).

Effective 1/1/2007 there shall be a 3% General Wage Increase (GWI) across the board for all classifications and all steps within those classifications.

Effective 1/1/2008, a 3% across the board increase for all classifications and all steps within those classifications.

Effective 1/1/2009, a 3% across the board increase for all classifications and all steps within those classifications.

Fire Department Wages and Pay Schedule

	2006 Rebased	2007 3% GWI	2008 3% GWI	2009 3% GWI
Captain Probationary	\$14.73	\$15.17	\$15.63	\$16.10
Captain	\$15.47	\$15.93	\$16.41	\$16.90
Captain Fire Inspector	N/A	\$17.20	\$17.72	\$18.25

Current Captains shall obtain State Fire Code Inspection Certification by March 1, 2008 in compliance with their revised (2/15/07) job description.

	2006 Rebased	2007 3% GWI	2008 3% GWI	2009 3% GWI
FF 1 <sup>st</sup> 90 Days	\$11.98	\$12.34	\$12.71	\$13.09
FF 90 Days to 1 year	\$12.91	\$13.30	\$13.70	\$14.11
Step 1	\$13.51	\$13.92	\$14.33	\$14.76
Step 2	\$13.68	\$14.09	\$14.51	\$14.95
Step 3	\$13.92	\$14.34	\$14.77	\$15.21
Step 4	\$14.13	\$14.55	\$14.99	\$15.44
Step 5	\$14.32	\$14.75	\$15.19	\$15.65

Lieutenant – If during the term of this Agreement the Employer establishes the position of Lieutenant, the position shall be paid at a rate equal to six percent (6%) above step 5 Firefighter For example, the 2007 Step 5 Firefighter receives \$14.75 per hour. Thus, Lieutenant’s wage at promotion would be ( $\$14.75 \times 1.06 = \$15.63$ ).

Step Scale by Years of Seniority Completed

<u>YEAR</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2007-2009	1+ to 2	2+ to 4	4+ to 8	8+ to 15	15+

Section 2 - The City of New Philadelphia and the IAFF acknowledge that the wage rates above reflect the substitution of a past 4.5% additional payment to the Police and Fire Pension Fund via the fringe benefit method with a 3.63% across the board increase in pay.

Section 3 - The Squad Coordinator position and the Emergency Vehicle Technician positions will receive a bi-weekly (i.e. per pay period) stipend of \$98.34 (\$.878 per hour) for 2007, \$101.29 bi-weekly (\$.904 per hour) in 2008 and \$104.33 bi-weekly (\$.931 per hour) in 2009. These positions shall be retested whenever vacancies occur. The Fire Chief shall be the testing agent.

Section 4 - The employees gaining certification and serving on the Dive Team shall be compensated at the rate of \$0.20 per hour.

#### 4) Article 31 - Call Back Pay

Sections 1 & 2 - Current language.

Section 3 - An Employee may be on Green (eligible) to answer call back overtime (to fulfill minimum manning requirements) if an Employee is within the following boundaries: an Employee must be within a five-mile radius of the city limits or within the boundaries of the New Philadelphia School District.

Section 4 - Employees may be eligible to receive call in signal 10s all calls if they are within Tuscarawas County.

#### 5) Article 33 - Working Out of Classification

Section 1 - If the Chief of the Fire Department is absent, on paid or administrative leave from his regular duties, a Captain shall assume command as the acting Chief. The Captain assigned as acting Chief shall receive the Chief's rate of pay for the entire period.

Sections 2 - Current language.

Sections 3 - In the event the Chief and the shift Captain are both absent from their regular duties on any paid or administrative leave, the senior Captain will be requested to work the remaining hours that the Chief is normally on duty. If the senior Captain is absent or refuses the shift, the Captain with the next highest seniority will be requested to work. The off-duty Captain functioning as the Chief will be paid at his/her normal overtime rate and in-charge pay for that time.

Sections 4-6 - Current language.

6) Article 34 - Uniform Allowance/Uniform

Section 1 - A member of the Fire Department who has received his permanent appointment shall receive a Uniform Allowance check as follows:

February 1, 2007	\$825.00
February 1, 2008	\$850.00
February 1, 2009	\$875.00

Section 2 - Any member who is serving as a probationary Firefighter shall receive a Uniform Allowance equivalent to the permanent Firefighter's. However, if for any reason the probationary Firefighter is terminated or terminates his employment with the City before serving his one (1) year probationary period he will have fifty (50%) percent of his clothing Allowance deducted from his last pay check.

Section 3 - In the event a probationary Firefighter receives his permanent appointment, he shall be given the regular allowance pro-rated for the number of whole months remaining in the year.

Section 4 – If a Fire Fighter should terminate or retire from employment with the Employer, the Employer shall deduct from such employee's final paycheck a sum equal to:

Uniform Allowance x full months remaining in the year/12

Section 5 - The Employer agrees that there will be no change to the uniform policy, without the written approval of the Union.

7) Article 49 - Health Care Benefits

Section 1 – The City will continue coverages and employee contributions under the current Health Care Benefits program until the March 1, 2007 Ault Care Renewal. Effective March 1, 2007 the City agrees to provide all Bargaining Unit Employees with health and medical insurance under three Ault Care plan options as follows.

OPTION 1 – Option 1 is a derivative of the current (pre 3/1/07) 90/10 plan with a \$10/\$20/\$30/\$40 co-pay prescription plan with a two co-pay for three fill mail order provision. A summary list of coverages under Option 1 is attached to this Agreement as Appendix 2.

OPTION 2 – Option 2 is an 80/20 plan with a \$10/\$20/\$30/\$40 co-pay prescription plan with a two co-pay for three fill mail order provision. A summary list of coverages under Option 2 is attached to this Agreement as Appendix 2.

OPTION 3 – Option 3 is an Employee Health Savings Account (HSA). A summary list of coverages under Option 3 is attached to this Agreement as Appendix 2A.

Employees shall advise the Employer of their OPTION 1, OPTION 2, or OPTION 3 selection by submitting the furnished Ault Care forms during the annual enrollment period.

Section 2 - Effective March 1, 2007, Employees of the Bargaining Unit shall contribute to the maintenance of hospitalization and major medical policies as follows:

Effective 3/1/2007, employees selecting OPTION 1 (90/10 plan) shall contribute 10% of the monthly premium for single or family coverage. For the time period 3/1/2007 through 2/29/2008 this amount shall be seventy-five dollars (\$75.00) per month for family coverage and thirty-four dollars (\$34.00) per month for single coverage. These amounts shall increase a maximum of ten percent (10%) per year in succeeding years of this Collective Bargaining Agreement. The Employer will establish a deduction plan so that the amounts are deducted over twenty-six (26) pay periods.

Effective 3/1/2007, the Employer will cover the premium cost for those employees selecting OPTION 2 (80/20 plan).

Effective 3/1/2007, the Employer will cover the premium cost for those employees selecting OPTION 3 (HSA). Additionally, the Employer will deposit the difference between the OPTION 2 premium and the OPTION 3 premium into the employee's Health Savings Account. Said funding shall be an initial contribution equal to six (6) months of deposits, then six months later, an additional six (6) months in deposits. The maximum annual Employer deposits shall be equal to the annual deductibles of \$1,100 single and \$2,200 family.

Section 3 - The City agrees to maintain the current VSP eye care program at no additional cost to the Employees.

Section 4 - The City agrees to participate in an IRS Section 125 program that will allow contributions by the Employees toward health insurance to be made

pre-taxed.

Section 5 - The City and the Union agree to establish a committee in a cooperative effort to research other policies or carriers, to reduce costs, and/or enhance benefits from current coverage. The committee will also research and make recommendations on other cost containments such as levels of coverage or opting out of coverage in lieu of other financial considerations.

**APPENDIX 2 CITY of NEW PHILADELPHIA HEALTHCARE PLANS OPTIONS I and II**

	<b>EMPLOYEE OPTION 1</b>		<b>EMPLOYEE OPTION 2</b>	
	In Network	Out of Network	In Network	Out of Network
	EMPLOYEE PAYS 10% of PREMIUM CURRENT PLAN HIGH OPTION 90%		EMPLOYER PAYS PREMIUM ALTERNATE 80% OPTION	
<b>Medical Benefits</b>				
<b>Annual Deductibles</b>				
Single	150	300	500	500
Family	300	600	1000	1000
<b>Out-of-Pocket Maximum</b>				
Single	500	1000	1500	2500
Family	1000	2000	3000	5000
<b>Office Visit/ Illness</b>	90%	80% UCR	80%	60% UCR
<b>Prescription Drugs (CO-PAYS)</b>	\$10 TIER 1      \$20 TIER 2 \$30 TIER 3      \$40 TIER 4		\$10 TIER 1      \$20 TIER 2 \$30 TIER 3      \$40 TIER 4	
<b>Emergency Care</b>				
72 Hours Accident/24 Hours Illness	100%	100% UCR	100%	100% UCR
<b>Preventive Care</b>				
** Routine Physical	100%	80% UCR	80%	60% UCR
Routine Pap Test	100%	80% UCR	80%	60% UCR
Routine Mammography (\$85/yr)	100%	80% UCR	80%	60% UCR
Well Baby Care	100%	80% UCR	80%	60% UCR
Immunizations	90%	80% UCR	80%	60% UCR
<b>Maternity Care</b>	90%	80% UCR	80%	60% UCR
<b>Care In-Hospital</b>	90%	80% UCR	80%	60% UCR
Non-Emergency Care (in an Emergency Room)	50%	50% UCR	50%	50% UCR
<b>Pre-Admission Testing</b>	90%	80% UCR	80%	60% UCR

<b>As An Outpatient</b> (Lab, X-ray, Diagnostic and Therapy Services)	90%	80% UCR	80%	60% UCR
<b>Second Surgical Opinion</b>	100%	100% UCR	100%	100% UCR
<b>*** Mental Health/Substance Abuse</b>	90%	80% UCR	80%	60% UCR
<b>****Other Services</b> (Home Health, Hospice Care, Skilled Nursing, Durable Medical, Chiropractic)	90%	80% UCR	80%	60% UCR
<b>Ambulance</b>		80% UCR (after AultCare deductible)	80% UCR (after AultCare deductible)	
<b>Allergy Extracts</b>	80%	80% UCR	80%	80% UCR
<b>Lifetime Maximum</b>	\$2,000,000	\$1,000,000	\$2,000,000	\$1,000,000

\*\* Routine Physical up to \$200 per calendar year

\*\*\* Mental Health/Substance Abuse coverage for Inpatient care/Outpatient treatment programs limited to 30 days per calendar year. Coverage for Outpatient Psychotherapy limited to 30 visits per calendar year; with the exception of a minimum annual \$550 benefit for treatment for alcoholism.

\*\*\*\*Other Services: Home Health Care requires plan approval for up to 60 visits per calendar year. Hospice Care requires plan approval for up to 6 months of care. Skilled nursing requires plan approval for coverage for up to 50 days of illness. Coverage for Chiropractic care limited to 35 visits per calendar year. Precertification is required for all inpatient admissions.

**APPENDIX 2a CITY of NEW PHILADELPHIA HEALTHCARE PLAN EMPLOYEE  
HEALTHCARE SAVINGS ACCOUNT (HSA) / AULTCARE PLAN AULTRA A 1100/100**

**EMPLOYEE OPTION 3**

<b>Medical Benefits</b>	<b>In Network</b>	<b>Out of Network</b>
<b>Annual Deductibles</b>		
Employee	1100	2100
Family	2200	4200
<b>Co-Insurance</b>	100%*	80%* UCR
<b>Out-of-Pocket Maximum</b>		
Single	1100	4100
Family	2200	8200
<b>Office Visit</b>		
Illness	100%*	80%* UCR
Injury	100%*	100%*UCR

**Prescription Drugs (CO-PAYS)****PRESCRIPTIONS REMAIN UNDER MAJOR MEDICAL  
WITHIN HEALTH SAVINGS ACCOUNT****Emergency Room**

Emergency Care	100%*	100% UCR
Non-Emergency Care	100%*	80%* UCR

**Preventive Care**

Routine Physical (\$200 annual max)	100%	50%* UCR
Routine Pap Test	100%	50%* UCR
Routine Mammography (State of Ohio Max)	100%	50%* UCR
Well Child Care (including immunizations up to 12 months , then physical exam)	100%	50%* UCR

**Maternity Care**

100%*	80%* UCR
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**Care In-Hospital**

100%*	80%* UCR
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**Pre-Admission Testing**

100%*	80%* UCR
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**As An Outpatient**

(Lab, X-ray, Diagnostic and Therapy Services)

100%*	80%* UCR
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**Second Surgical Opinion**

100%*	80%* UCR
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**\*\*\* Mental Health/Substance Abuse**

100%*	80%* UCR
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**\*\*\*\*Other Services**

(Home Health, Hospice Care, Skilled Nursing, Durable Medical, Chiropractic)

100%*	80%* UCR
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**Ambulance**

100%* UCR	100%* UCR
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**Allergy Extracts**

100%*	80%* UCR
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**Lifetime Maximum**

\$2,000,000	\$1,000,000
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\* After deductible

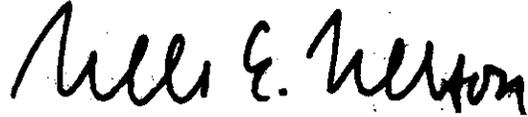
\*\* These plans are constructed to be HSA compatible. Therefore, deductibles will be indexed to correspond to IRS guidelines.

\*\*\* Deductibles are non-integrated Aultcare and non-Aultcare providers

\*\*\*\* Annual deductibles are Unembedded

8) Article 63 - Duration and Effects

This agreement shall be effective commencing January 1, 2007, and shall remain in full force and effect through December 31, 2009, and thereafter from year-to-year unless at least sixty (60) days prior to said expiration date or any anniversary thereof, either party gives a timely written notice to the other of an intent to modify or amend the provisions of this Agreement.



Nels E. Nelson  
Arbitrator

February 5, 2007  
Russell Township  
Geauga County, Ohio