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STATE EMPLOYMENT  
RELATIONS BOARD

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STATE EMPLOYMENT  
RELATIONS BOARD

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

**IN THE MATTER BETWEEN** )  
 )  
**CITY OF GIRARD** )  
 )  
**and** )  
 )  
**INTERNATIONAL ASSOCIATION** )  
**OF FIREFIGHTERS,** )  
**LOCAL NO. 1220** )

**FACTFINDER'S REPORT**

**SERB CASE NO.**  
**06-MED-09-1102**

**This Factfinding arises pursuant to Ohio Revised Code Section**  
**4117.14(C). The Parties, CITY OF GIRARD (“the City”) and**  
**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL NO. 1220**  
**(“the Union”), selected Susan Grody Ruben to serve as sole, impartial**  
**Factfinder, whose Recommendations are issued below.**

**Hearing was held November 2, 2007 in Girard, Ohio. The parties were afforded full opportunity for the presentation of positions and evidence. Pre-hearing submissions were received from both parties. The parties requested the Factfinder to fax her Report on December 6, 2007.**

**APPEARANCES:**

**for the City:**

**Michael D. Esposito, Senior Consultant, Clemans Nelson & Associates, 2351 South Arlington Rd., Suite A, Akron, OH 44319**

**for the Union:**

**Dennis Haines, Esq., Green Haines Sgambati Co., L.P.A., 16 Wick Ave., Youngstown, OH 44501**

**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 issue, the Factfinder has reviewed the parties' 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 agreement[s] ... between the parties;**
- b) Comparison of the issue[s] 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 3 Fire Captains and 9 Firefighters.**

### **Issues**

**There are 17 open issues:**

- A. Article 9 – Personnel Reduction/Layoff**
- B. Article 11 – Vacation**
- C. Article 12 – Sick Leave**
- D. Article 15 – Hours of Work/Overtime**
- E. Article 19 – Call-out/Overtime**
- F. Article 21 – Health Care Insurance**
- G. Article 24 – Minimum Manning**
- H. Article 25 – Prevailing Rights**
- I. Article 28 – Hourly Rate**
- J. Article 31 – Salaries**
- K. Article 34 – On-Duty Injuries**
- L. Article 40 – Duration of Agreement**
- M. Article 41 – Coordination of Benefits**
- N. New Article – Discipline**
- O. New Article – Inapplicability of Civil Service Laws**
- P. New Article – Promotions**
- Q. New Article – Pension Pick-up**

**A. Article 9 – Personnel Reduction/Layoff**

**City’s Proposal**

**The City proposes adding new language that more specifically sets out the contractual procedure for layoff, provides for a reduction by seniority in classification, and changes the payroll status of laid-off employees.**

**Union’s Proposal**

**Status quo.**

**Factfinder’s Recommendation<sup>1</sup>**

**Status quo, but for Section 3 – Payment of Accumulated Time, which the Factfinder recommends shall read as set out in the City’s proposal:**

**A firefighter who is laid off shall be entitled to receive payment for all unused accumulated time, overtime, holiday, and vacation time at the current hourly rates of pay.**

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<sup>1</sup> If the Factfinder makes no recommendation on proposed new language – e.g., the “new” Article 9, Section 1 (supersession of civil service rules) – she is not recommending it.

**B. Article 11 – Vacation**

**City’s Proposal**

**The City wants to reduce the amount of overtime caused in part by the current language that permits 2 firefighters from the same turn to be out on vacation at the same time. The City proposes:**

**Operational Needs. All requests for vacation usage are subject to the operational needs of the Department. Vacation requests may be denied or the schedule may be adjusted for operational need.**

**Union’s Proposal**

**Status quo.**

**Factfinder’s Recommendation**

**While cognizant of the Union’s strong wish for status quo, the Factfinder recommends the City’s proposal, given that overtime costs caused in part by vacation scheduling have risen each year during the previous contract, despite language added to that contract that “[t]he Union shall act in good faith to minimize overtime.” While the fire levy did pass, the City is still in fiscal emergency; cost-saving measures, when viable, need to be taken.**

**In order to ensure good faith administration of the recommended new language, the Factfinder recommends all references to “operational needs” to be modified to “significant operational needs.” The Factfinder also recommends an additional sentence be added to the end of the new language:**

**Significant operational needs includes, but is not limited to, avoiding overtime costs.**

**C. Article 12 – Sick Leave**

**City’s Proposal**

**The City wants to reduce sick leave accrual to 6.1 hours per pay period, instead of the current 1.25 days per month. The City also proposes additional rules governing the use of sick time.**

**Union’s Proposal**

**Status quo.**

**Factfinder’s Recommendation**

**While the Factfinder understands the City’s position that firefighters earn more sick leave annually than 8-hour employees, the Factfinder recommends status quo, given that the Agreement requires**

**2 days of sick leave for each scheduled duty day absent from the Department. There being no evidence of sick leave abuse, the Factfinder does not recommend the City's proposal of additional rules for sick leave usage.**

**D. Article 15 – Hours of Work/Overtime**

**City's Proposal**

**The City proposes 12-hour workdays instead of the current 24-hour workdays, along with related overtime changes.**

**Union's Proposal**

**Status quo.**

**Factfinder's Recommendation**

**Given the prevalence of firefighters' 24-hour schedules, and there being insufficient evidence of problems caused by this norm, the Factfinder recommends status quo.**

**The Factfinder does recommend, however, adding language that excludes from "hours worked" for overtime purposes:**

**vacation time, sick leave time, and any other time when the firefighter is not on active duty.**

**E. Article 19 – Call-out/Overtime**

**City's Proposal**

**The City seeks to minimize those call-out and hold-over occasions where hourly minimums and/or overtime are currently paid under the contract.**

**Union's Proposal**

**Status quo.**

**Factfinder's Recommendation**

**There being insufficient evidence of substantial costs generated by the current language, the Factfinder recommends status quo.**

**F. Article 21 – Health Care Insurance**

**City's Proposal**

**The City seeks to lower its health care insurance costs, as well as engage bargaining unit members to be active partners working toward the goal of containing health care insurance costs. It**

**presented an Insurance Benefits Schedule, and proposed a Health Care Insurance Committee. The City also proposes bargaining unit members pay 50% of any premium in excess of \$1,385.**

**Union's Proposal**

**The Union understands the City's need to contain health care insurance costs, and is aware it has enjoyed generous health insurance benefits for some time. The Union, however, proposes a Insurance Benefits Schedule with higher benefits than the Insurance Benefits Schedule proposed by the City. (The Union's proposed Insurance Benefits Schedule is labeled "Proposed Plan #1.") The Union is in favor of the City's proposed Health Care Insurance Committee, but is against the 50% excess premium clause.**

**Factfinder's Recommendation**

**The City seeks uniformity in its health insurance plans with its 5 unions and non-bargaining employees. To date, the City's proposal has been accepted by the bargaining units that have concluded bargaining, and is being implemented for the non-bargaining unit employees.**

**One of the primary facets of a health insurance plan is an out-of-pocket maximum. This cap keeps an employee's annual expenses at a pre-determined level that an employee can budget for. The City's proposal includes a \$1000/2000 out-of-pocket cap; (the Union's proposal has a \$500/1000 out-of-pocket cap).**

**The City's 50% excess premium proposal has no cap. This injects a substantial amount of uncertainty in an employee's annual budget.**

**The Factfinder recommends the City's proposal, but recommends exclusion of the 50% excess premium clause.**

**G. Article 24 – Minimum Manning**

**City's Proposal**

**The City seeks to delete the minimum manning requirement.**

**Union's Proposal**

**Status quo.**

### **Factfinder's Recommendation**

**Currently, minimum manning is 3 firefighters per turn. Fire department staffing is a vexing issue. Days and nights can go by without any fire calls. When there is an emergency fire call, however, a fire department needs to be adequately staffed to effectively and safely respond to that call.**

**Staffing fewer than 3 firefighters on duty is a risky approach to budget containment. The Factfinder notes the current Agreement gives the City the right “to regulate the use of paid time off in order to comply with this provision.” This caveat gives the City a tool to reduce overtime caused by a minimum manning rule.**

**The Factfinder recommends status quo.**

### **H. Article 25 – Prevailing Rights**

#### **City's Proposal**

**The City seeks to add a mid-term bargaining clause.**

#### **Union's Proposal**

**Status quo.**

**Factfinder's Recommendation**

**The Factfinder recommends status quo. Current state law adequately addresses this subject.**

**I. Article 28 – Hourly Rate**

**City's Proposal**

**The City proposes elimination of this Article; i.e., elimination of the hourly rate being based on 2080 annual hours, rather than the 2756 hours the firefighters actually work.**

**Union's Proposal**

**Status quo.**

**Factfinder's Recommendation**

**Three nearby cities, Campbell, Liverpool, and Struthers, base their firefighters' hourly rate on 2080 hours. The City of Salem and others base the rate on 2756 hours.**

**The basis of firefighters' hourly rate being based on 2080 hours is to recognize that firefighters work 676 hours more annually than 40-hour/week employees. While the City's proposal would indeed give the**

**firefighters a lower hourly rate, the Fire Levy makes money available to fund the status quo, which is what the Factfinder recommends.**

**J. Article 31 – Salaries**

**City’s Proposal**

**1%/1%/1.5%, and a five-tiered wage schedule effective June 1, 2007.**

**Union’s Proposal**

**3.5%/3.5%/3.5%**

**Factfinder’s Recommendation**

**While the City is still in fiscal emergency, evidence indicates the City has virtually retired its \$2.5 million general fund debt from 2001. Moreover, the Fire Levy provides funds that are to be used exclusively for the Fire Department. It also must be noted this bargaining unit accepted 0%/0%/0% in the previous contract. Accordingly, to give this bargaining unit a fair raise compared to the last contract, but also to recognize cost containment is important for the City, the Factfinder recommends 2%/2%/2%, along with the City’s proposed tiered wage**

**schedule which will provide savings resulting from a number of impending retirements. The Factfinder recommends the tiered wage schedule be implemented effective January 1, 2008.**

**K. Article 34 – On-duty Injuries**

**City’s Proposal**

**The City proposes new language for all of Article 34, covering BWC certification, use of accrued paid time off, physician certification, and optional light duty.**

**Union’s Proposal**

**Status quo.**

**Factfinder’s Recommendation**

**The Factfinder finds the City’s proposal reasonable and recommends it.**

**L. Article 40 – Duration of Agreement**

**City’s Proposal**

**3 years, no retroactivity, with a 120-day bargaining notice**

**provision.**

**Union's Proposal**

**3 years retroactive to January 1, 2007, status quo on the 60-day bargaining provision.**

**Factfinder's Recommendation**

**Given the 0%/0%/0% wage increases in the previous contract, the Factfinder recommends the Union's proposal on retroactivity, including the 60-day notice period which mirrors the SERB rule. The Factfinder recommends, however, that health care insurance be implemented prospectively only.**

**M. Article 41 – Coordination of Benefits**

**City's Proposal**

**The City seeks to eliminate this Article.**

**Union's Proposal**

**Status quo.**

### **Factfinder's Recommendation**

**The Factfinder recommends the City's proposal. Each bargaining unit bargains for the best contract it can get. Wages and benefits, even if another bargaining unit has received more than the instant bargaining unit, will be addressed in bargaining for the next contract.**

### **N. New Article – Discipline**

#### **City's Proposal**

**The City seeks to add a discipline section to the Agreement. It includes a provision that excludes certain non-monetary grievances from arbitration.**

#### **Union's Proposal**

**Status quo.**

### **Factfinder's Recommendation**

**Even though the Parties have had very few grievances during their 20+ years of a bargaining relationship, the Factfinder recommends the City's proposal, given that it is the norm for contracts to have a discipline procedure. However, the Factfinder recommends arbitration be available for all rights grievances.**

**O. New Article – Inapplicability of Civil Service Laws**

**City’s Proposal**

**The City proposes a new provision that clarifies the relationship between civil service laws and the Agreement.**

**Union’s Proposal**

**Status quo.**

**Factfinder’s Recommendation**

**The Factfinder recommends status quo. Record evidence does not indicate trouble in this area between the Parties.**

**P. New Article – Promotions**

**City’s Proposal**

**The City accepts the Union’s proposal.**

**Union’s Proposal**

**The Union proposes that for an employee to apply for the position of Chief, s/he must have a minimum of 7 years in the ranks.**

**Q. Pension Pick-up**

**City's Proposal**

**The City opposes the Union proposal on the basis of total compensation being equitable.**

**Union's Proposal**

**The Union proposes a 1% pension pick-up in each year of the Agreement.**

**Factfinder's Recommendation**

**Comparables indicate it would be reasonable and equitable for there to be a ½% pension pick-up in Year 2 and Year 3 of the Agreement, which is what the Factfinder recommends.**

**DATED: December 6, 2007**

  
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**Susan Grody Ruben, Esq.**  
**Factfinder**