

BACKGROUND

The City of Independence, Ohio, hereinafter called the “City” and/or the “Employer”, recognizes the International Association of Firefighters, LOCAL 2375, AFL-CIO, hereinafter called the “Firefighters ” and/or the “Union”, as the collective bargaining agent for all full-time employees in the position of Fire Fighter/Paramedic. The parties engaged in good faith bargaining of the Collective Bargaining Agreement (CBA, Agreement, or Contract) that expired December 31, 2007. Upon reaching a state of impasse, the unresolved issues were submitted to Fact Finding pursuant to terms of ORC 4117.

Prior to impasse, the parties had reached Tentative Agreement on all terms in the expiring Contract, except for the following Articles and then limited to the Section(s) as noted:

- Article 19. Vacation, Sec. 19.01, 19.05
- Article 23. Holidays, Sec. 23.01
- Article 29. Hospitalization 29.03.01
- Article 33. OIC Pay, Sec. 33.01
- Article 34 Compensation Sec. 34.01
- Article 43 Perfect Attendance Sec.43.01, 43.02
- New Article Fax/Phone Line (New)

This Fact Finder was appointed to this matter by the State Employment Relations Board (SERB). A Fact Finding Hearing was convened at the Employer’s administrative offices in Independence, Ohio, on August 29, 2008..

During the initial presentation of evidence and testimony at the Hearing, the parties reached tentative agreement on the following issues:

Article 43 Perfect Attendance Sec.43.01, 43.02

New Article Fax/Phone Line (New)

Article 23. Holidays, Sec. 23.01

All terms and conditions in the Agreement which are to become effective January 1, 2008, unless otherwise specifically provided, were tentatively agreed to except for the following:

Article 19. Vacation, Sec. 19.01, 19.05

Article 29. Hospitalization 29.03.01

Article 33. OIC Pay, Sec. 33.01

Article 34 Compensation Sec. 34.01

The Hearing was adjourned after the parties indicated they had nothing additional to submit on behalf of their position regarding the remaining unresolved issues and affirmed having a fair and ample opportunity to set forth their respective position.

Further determination in this case is made in compliance with ORC 4117.14(C)(4)(e), and related rules and regulations of the State Employment Relations Board.

The following were given consideration in making the recommendations in this

Award:

1. Past collective bargaining agreements between the parties;
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;
3. The interest 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;
4. The lawful authority of the public Employer;
5. Any stipulations of the parties;
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in public service or in private employment.

Summary of Party Positions on Issues at Impasse

Article 19. Vacation, Sec. 19.01, 19.05

Union Position

The Union proposes retaining its current structure of the vacation schedule with modification and the addition of adding steps at fifteen (15) and twenty-five (25) years of service. It also proposes additional language addressing the manner in which vacation time is accrued.

Employer Position

The Employer argues the IAFF demanded parity with the Police's current contract and has countered with a vacation schedule identical to that of the Police.

Article 29. Hospitalization 29.03.01

Union Position

The Union proposes bargaining unit members to share in the premium cost for the health care plan provided by the Employer. The employee's share is to be a maximum of five percent (5%) per year starting in 2010. Such contribution share would not exceed \$25.00 per month (Single Plan) or \$60.00 a month (family plan). Additionally, the Union proposes the bargaining unit members be given a one time payment of \$275.00 equal to the amount granted the Police in its recent settlement effective 2010.

The record does not reflect any significant position taken by the Union regarding the Employer's offer to increase the insurance rate for those that are killed in the line of duty.

Employer Position

The Employer proposes that bargaining unit members pay 5% insurance premium in FY 2010, not to exceed a total amount of \$25 per month for singles and \$60 per month for families. The Employer also proposed to increase the amount of death benefit to bargaining unit members killed in the line of duty with an additional \$40,000.00.

Article 33. Officer in Charge (OIC) Pay, Sec. 33.01

Union Position

The Union proposes that the officer in charge be compensated at the lieutenant's rate of pay, effective January 1, 2008.

Employer Position

While the Employer is willing to discuss the issue, it rejects the inclusion of such a provision in the Contract at this time. It argues the issue was raised late in the bargaining process and more time is needed to attain a contractual agreement on the term(s) proposed by the Union.

Article 34 Compensation Sec. 34.01

Union Position

The Union proposes wages for the Fire Department bargaining unit members be increased three and one-half percent (3.5%) effective January 1, 2008, 2009, and 2010. Its position also includes an "equity adjustment" of \$2,188.00. Said adjustment, in the amount of \$1,188.00, is to be made in a lump sum upon the ratification of the CBA and \$1,000 in the first pay period of January 2009.

Employer Position

The Employer proposes an increase of 3.5% increase at the beginning of each year of the Contract as of January 1, 2008, January 9, 2009, and January 1, 2010.

**FACT FINDER'S
DETERMINATION AND RECOMMENDATIONS**

General

The parties have indicated that they have an extensive collective bargaining history. Their ability to resolve issues brought to the bargaining table is clearly evident as demonstrated by the limited number of unresolved issues. There is no claim raised regarding arbitrability, or an inability to pay by the City. However, the economic factors raised by each party are noted and given due consideration.

The City of Independence consists of approximately 6,800 residents. The Union's bargaining unit consists of all full-time employees in the Fire Department in the position of Firefighter/Paramedic. This consists of about nineteen (19) employees. The Fire Department includes six higher ranking officers and various other non-bargaining unit personnel. The documents and testimony made at the Fact Finding Hearing convey that the parties have given due consideration of the effect of their bargaining positions in relation to the community.

Another factor noted is the use of the terms of parity and comparability as applied in the rationale to support the respective parties' position, particularly on an issue by issue basis. The most persuasive information is the fact that the other City bargaining units have recently settled negotiations. This is a significant factor regarding the Union's outstanding issues in light of current and prior contract terms in the Police Officers' contract.

In a more typical impasse scenario, the economic factors are often more controlling in the resolution of the unresolved issues. That is not found to be the situation in this case. It appears that the parties are more in agreement on the controlling terms of the issues remaining at impasse. As such, attaining closure on the total Contract is, in fact, more difficult to attain. The recommendations offered for the resolution is based on a determination of the totality of the Agreement, while addressing the remaining unresolved items.

ISSUE BY ISSUE DETERMINATION

Article 19. Vacation, Sec. 19.01, 19.05

It should be noted that while addressing the four issues before the Fact Finder item by item, the recommendations are made in consideration of reaching agreement and closure of the current round of bargaining. It is noted that the parties have reached common provisions relative to adding a fifteen year and a twenty five year step regarding the structure of Vacation. No challenge was set forth by the City to the Union's provision in Section 19.05.

Recommendation

It is recommended that Article 19 - Vacation be included in the Agreement with Section. 1 as follows:

19.01

Number of Year	Number of Days	Number of Hours
1	3/24	72
2	5/24	120
5	8/24	192
10	11/24	264
15	12/24	288
20	13/24	312
25	14/24	336

19.05 *** Vacation time for each employee shall be determined on a monthly basis, i.e. 1/12 for each month completed after the anniversary date.**

Article 29. Hospitalization 29.03.01

All City employees have not contributed to the cost of the medical insurance premiums. The Employer's proposal calls for the employees to pay five percent (5%) of the annual premium cost to a maximum of \$25.00 per month for singles and \$60.00 for families commencing in FY 2010. All parties recognize the initial cost as a nominal cost factor to the employees. All other City employee bargaining units have accepted the terms proposed to the Union. It is noted that such acceptance included concessions in the process. The Union's response to this proposal includes similar concession provisions. While this Arbitrator is persuaded that some concession terms are appropriate, such persuasion does not reach an inclusion to the extent argued at the Fact Finding Hearing.

The cost in attaining agreement on this issue with the other unions with the City was not entered into evidence at the Fact Finding Hearing. Although the basic wage rate position reflects a common position by each party, some additional economic adjustment is considered appropriate in the attainment of the Agreement. The trade-off issues offered by the Union in total are considered excessive in total. The recommendations offered in this Award are considered fair and proper to the parties.

The Fact Finder's recommendation is to include the following in Article 29:

- 1. Bargaining unit members will pay five (5) percent of the monthly premium medical insurance premium effective January 1, 2010; however such payment shall not exceed \$25.00 monthly for individual coverage or \$60.00 monthly for family coverage.**

- 2. It is recommended that the Agreement include the City's offer of a \$40,000 increase in death benefit of member(s) killed in the line of duty.**

- 3. Each bargaining unit member is to be granted a one time amount of \$500.00 in the second (2nd) paycheck upon the signing of the Agreement.**

Article 33. OIC Pay, Sec. 33.01

The issue of Officer in Charge Pay (OIC) came late to the bargaining table. The parties have engaged in discussions regarding this matter. It is therefore determined that there is a limited fact basis on which to make a responsible recommendation.

It is therefore the Fact Finder's recommendation that the OIC proposed changes on Article 33 not be included in the Contract and said Article be included as written in the expiring agreement.

Article 34 Compensation Sec. 34.01

While the parties' position reflect the same wage increase with retroactivity to January 1, 2008, the Union proposal includes additional wage adjustment factors. The Union argument rests on such equity "adjustments" that are applicable to achieve equity with other comparable employees.

The base wage increase of three and one half percent (3.5%) as put forth by each party reflects an increase that is reasonable . The recommendations in three of the four issues include increased cost and are considered wage and benefits in totality, not as an individual issue.

Therefore, the Fact Finder recommends the following:

It is recommended that, effective January 1, 2008, the wage schedule will be increased by three one-half percent (3.5%). Effective January 1, 2009, the wage schedule will be increased by three one-half percent (3.5%). Effective January 1, 2010, the wage schedule will be increased by three one-half percent (3.5%).

TOTALITY OF AGREEMENT

- This will affirm the foregoing report, consisting of 12 **pages**, includes the findings, determinations, and recommendation of the unresolved issues put before the Fact Finder in this matter.
- The Agreement will include all terms tentatively agreed to by the parties prior to and at Fact Finding, the recommendations of the Fact Finder and all terms of the successor agreement not a subject of bargaining or lacking action of the parties to remove from continued force and effect in the Agreement.

To the best of my knowledge, said Report and the included determinations comply with applicable provisions of the Contract between the parties, applicable Sections of ORC 4117 and related SERB Rules and Regulations.

I therefore affix my signature at the City of Galion, in the County of Crawford, in the State of Ohio, this date of October 14, 2008


John S. Weisheit, Fact Finder

CERTIFICATE OF SERVICE

This will affirm that the Conciliation Report in this matter was served to the below named parties at the stated addresses:

Greg O'Brien, Esq. , Advocate Law Director 200 Public Square, Ste.35000 Cleveland, OH 44114	Don Reis, Firefighters Advocate Northern Ohio Fire Fighters 3100 E. 45 th St. Ste. 214 Cleveland, OH 44127
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by U.S. Postal Service, First Class Mail, on **October 14, 2008**

Copy of this Award was also submitted by U. S. Postal Service via First Class Mail to:

**Ed Turner, Director
Bureau of Mediation
SERB
65 E. State St.
Columbus, OH 43215-4213**

on **October 14, 2008**

I affirm, to the best of my knowledge that the foregoing is true and accurate and in keeping with ORC 4117 and related SERB Rules and Regulations.


John S. Weisheit, Fact Finder

**WEISHEIT
ARBITRATION**

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October 15, 2008

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STATE EMPLOYMENT
RELATIONS BOARD

Case no(s):	SERB 07-MED-06-0692
Parties:	INDEPENDENCE FIRE FIGHTERS V CITY OF INDEPENDENCE
Issue:	FACT FINDING
Site:	OH

Messrs O'Brien and Reis:

Enclosed is the Opinion and Award in the above cited case. Also included find the Invoice for professional services and related expenses. This is submitted in keeping with the terms of the Contract and understandings at the Hearing.

Also enclosed find a signed Form W-9.

If there are questions or additional information is needed, do not hesitate to contact me.

From time to time, I am asked to submit recent awards for publication in professional journals such as CCH and BNA for educational use and reference by labor dispute resolution advocates and neutrals. I make such submissions only with the consent of both parties. If you do not object to this award being submitted no response is necessary. If you do not wish the award published for any reason, just notify me within thirty days of the date of this letter.

Thank you for the opportunity to be of service.

Sincerely,



John S. (Jack) Weisheit

JSW:jw

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