



STATE EMPLOYMENT
RELATIONS BOARD

The State of Ohio
STATE EMPLOYMENT RELATIONS BOARD
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City of Alliance)	SERB Case No:08 MED 03-0292
Employer)	
and)	FACT FINDING REPORT
)	AND RECOMMENDATIONS
)	February 12, 2009
International Association of)	
Fire Fighters, Local 480)	
Labor Organization)	FACT FINDER: GREGORY P. SZUTER
)	

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INTRODUCTION

The City of Alliance (herein also "Employer" or "City") and International Association of Fire Fighters, Local 480, (herein "Union") are parties to the Collective Bargaining Agreement effective July 1, 2005, and expiring June 30, 2008. (herein "Agreement")

The undersigned was appointed Fact Finder in this dispute by the State Employment Relations Board (SERB) on July 30, 2008, pursuant to the Ohio Administrative Code, OAC 4117-9-05 (D) for fact finding and recommendations on open issues for a replacement Agreement. The parties agreed to extend the date of the Fact Finder Report and Recommendations to February 16, 2009. The bargaining unit herein consists of 28 members of a unit of all full time fire fighters and excluding part time fire fighters employed by the City and represented by the Union. The unit represented by the Union include the positions of captain, lieutenant, five fire fighter, and fire prevention officer. There are about 27 suppression fire fighters in the following ranks: Captain 3, Lieutenant 8, Fire-fighters 16; and one (1) Fire Prevention Officer (non-suppression personnel).

The Parties commenced bargaining in May, 2008 and reached several tentative agreements during negotiations including agreed changes and agreed withdrawal of proposals in order to retain the current contract language .

HEARING

There has been a timely agreement by the parties to extend the fact-finding hearing date to a mutually agreed date as provided under Ohio Administrative Code, Rule 4117-9-05(G). Pre-hearing statements of the issues were submitted by November 4, 2008, with proposals and exhibits in conformity with OAC 4117-9-05(F). With unresolved issues still pending, a mediation session was conducted with the parties and counsel and the undersigned on November 12, 2008, at the Glenmorgan Administration Building in Alliance, Ohio. A Fact Finding Session was conducted with

the parties and counsel and the undersigned on December 30, 2008, at the City offices at Alliance, Ohio with agreement to submit post-hearing presentations by counsel. The hearing was adjourned to a teleconference to arrange the scheduling of the report after the submission of proposed findings. That was rescheduled and adjourned twice, on January 9, and 16, 2009, to be held ultimately on January 28, 2009. Both parties attended all the sessions and elaborated upon their positions regarding the issues remaining at impasse through their representatives.

In attendance November 12, 2008, and December 30, 2008 were the following. For the Union were: Chris Waffler, President of Local 480; Michael Taylor, OAPFF Dist. 3 Vice President; Douglas Miner, Vice President Local 480; and Jeremy Rhome, Negotiating team Member. The Labor Organization was represented by Ronald G. Macala, Esq. In attendance for the Employer were: John Blazer, Safety/ Service Director; Kevin Knowles, Auditor; Ray Sanatora, Insurance Consultant, and Nick Codrea, Economist. The Employer was represented by Robert Tscholl, Esq. Chief Scott Cochran and Inspector Guy Aumund attended pursuant to subpoena but did not testify. Two joint exhibits (JX)¹ were received in evidence. The Union presented exhibits (UX)² and the City presented

¹ JX A Agreement between City of Alliance and IAFF Local 480, effective July 1, 2005, until July 30, 2008.

JX 2 Tentative Agreements between City of Alliance and IAFF Local 480.

² The Union exhibits are identified as proposals but include the contract terms to be modified per the proposal listed with supporting statements and materials which are not identified below as they generally excerpts of larger documents.

UX 1 Proposal for Minimum Manning

UX 2 Proposal for Job Description -Suppression

UX 3 Proposal for Prevention Officer Class I

UX 4 Proposal for Equipment for Prevention/Investigation Division

UX 5 Proposal for Wages

UX 6 Proposal for Injured on Duty Leave

UX 7 Proposal for Reimbursement of Damages

UX 8 Proposal for Health Insurance Benefits

UX 9 Proposal for Term of Agreement

UX 10 City of Alliance, Ohio Comprehensive Annual Report for the Year Ended Dec. 31, 2007

UX 11 Agreement between City of Alliance and Council 8, AFSCME, (Water Treatment) effective January 1, 2006, until December 31, 2008

UX 12 Agreement between City of Alliance and Alliance Water Sewer Distribution Employees Association, effective January 1, 2006, until December 31, 2008

exhibits (CX).³

MEDIATION

The parties agreed to mediation and proceeded with the assistance of the Fact Finder to address certain of the Open Issues identified on November 12, 2008. The Union and City also reached a number of agreements at the December 30, 2008, session.

ISSUES

All articles were agreed to remain unchanged as of December 30, 2008, with the exception of the following that were resolved by Tentative Agreement and in Fact Finding. The articles on which the parties had reached Tentative Agreement before December 30, 2008, are:

- Article 4.A Safety Provisions - Sections 6,7,9,13
- Article 5.B Disciplinary Actions - Sections 2A, 3
- Article 8.A Seniority - Sections (new) 4

The issues remaining for consideration by the Fact Finder on December 30, 2008, are:

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- UX 13 Agreement between City of Alliance and OPBA (Patrolmen), effective January 1, 2006, until December 31, 2008
 - UX 14 Agreement between City of Alliance and Fraternal Order of Police (Supervisors), effective IAFF Local 480

- CX 1 City's Position Statement
- CX 2 Union's Position Statement
- CX 3 City's Proposals
- CX 4 Union's proposals
- CX 5 First Responder Information
- CX 6 Overall cost of Union's Proposal
- CX 7 Stark County Fire Department Statistics
- CX 8 2005-2011 General Fund Revenues and Expenditures History
- CX 9 2008 General Fund Appropriations
- CX 10 Conciliation Report for 2005-08 Agreement (Zeiser)
- CX 11 Executive Summary of Conciliation Report for 2005-08
- CX 12 Potential Staff Reductions and Cuts Reallocation of City Income Tax
- CX 13 Blue Ribbon Committee Report as it pertains to Fire Department
- CX 14 Alliance Health Care Expenditures
- CX 15 OAC 4123:1-21-07
- CX 15 SERB Health Insurance, excerpts

Article 2.E Minimum Safety Manning - Sections 1 (A) and (B) *new* Section 2(C)
Article 11.A Job Description Suppression - Section 1 (B)
Article 11.C Prevention Division (Fire) - Section 1 (B) (3)(a)
Article 11.C Prevention Division (Fire) - *new* Section 5
Article 13.A Wage Rates and Positions - Section 1
Article 13.A Wage Rates and Positions - *new* Section 2 (A)
Article 13.A Wage Rates and Positions - *new* Section 2 (B)
(Related Article 16 B Supplemental Off Duty Training)
Article 18.A Injured on Duty - Sections 1(A) and (F) and 2(A)
Article 21. E Accumulated Time - Section 1
Article 23.B Reimbursement of Damages - Section 1(A)
Article 24.A Health Insurance Benefits - Section 4
Article 24.A Health Insurance Benefits - Section 6
Article 24.A Health Insurance Benefits - Section 7
Article 24.A Health Insurance Benefits - Section 8
Article 27.A Duration and Execution - Section 1(A)

CRITERIA

In compliance with Ohio Revised Code § 4117.14C(4)(e) and Ohio Administrative Code Rule 4117-9-05(J) and 4117-9-05(K), the Fact Finder considered the following in making the findings and recommendations contained in this report.

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 the public service or in private employment.

In as much as this proceeding is an advisory interest arbitration, the general standards of interest arbitration are part of what the sixth criteria refers to. Those are located in ELKOURI & ELKOURI HOW ARBITRATION WORKS (Sixth Edition, Ruben, Editor. BNA, 2003) at pp1358-1364.

As quoted therein, note:

" . . . [interest arbitration] calls for a determination, upon considerations of policy, fairness, and expediency, of what the contract rights ought to be. In submitting this case to arbitration, the parties have merely extended their negotiations – they have left it to this board to determine what they should, by negotiation, have agreed upon. We take it that the fundamental inquiry, as to each issue, is: what should the parties themselves, as reasonable men, have voluntarily agreed to?" *Twin City Rapid Transit Co.* 7 LA 845 at 848 (McCoy *et al.* 1947)

As a public sector statutory proceeding in the nature of advisory fact finding under the Ohio's law, the interest of the public is a third element in the balance of equities. ELKOURI at p. 1361.

The criteria operative in this fact finding, except as stated otherwise below, are chiefly the fifth and sixth. Those are the stipulations of the parties, and the general standard of what the parties as reasonable people should voluntarily agree to.

DISCUSSION AND RECOMMENDATIONS

Note: Unless identified as "new", changes are shown as underscoring for addition and cancellation for omission.

ISSUE: Article 4.A Safety Provisions

CONTRACT SECTIONS: Section 1(A) shall be amended as follows in the numbered listing:

- (6) ~~Three (3) pair of gloves~~ one (1) pair rubber gloves
- (7) ~~One (1) two (2) pair of fire-fighting leather fire fighting gloves;~~
- (9) one (1) pair of leather fire boots (knee-length) (Globe Magnum 14 in. pull-ons).
- (13) one (1) pair ~~eye goggles~~ safety glasses

POSITIONS: The Employer: This was agreed as a Tentative Agreement..

POSITIONS: The Union: This was agreed as a Tentative Agreement..

FINDINGS AND RECOMMENDATION: The Fact-Finder considers this issue was resolved between the parties.

ISSUE: Article 5.B Disciplinary Actions

CONTRACT SECTIONS: The parties have agreed to amend Section 2(A) to read as follows:

All written notices dealing with discipline shall state the type and amount of discipline imposed and the reason for the actions taken. The employee and ~~the Union Steward~~ employee's Union representative and/or Union President or Vice-President shall first receive a copy of any disciplinary notice prior to any action being taken.

Section 3(A) shall be amended to read as follows:

If the employee requests it, the employee shall have the right, at any time, to have a ~~Union Steward~~ Union representative present for the purpose of resolving the dispute.

POSITIONS: The Employer: This was agreed as a Tentative Agreement..

POSITIONS: The Union: This was agreed as a Tentative Agreement..

FINDINGS AND RECOMMENDATION: The Fact-Finder considers this issue was resolved between the parties.

ISSUE: Article 8.A Seniority

CONTRACT SECTIONS: *New* Section 4, with new subparts (A), (B) and (C):

- (A) A Fire Fighter must have a minimum of five (5) years of completed service with the Employer before becoming eligible to take the Lieutenant's test.
- (B) A Lieutenant must have a minimum of ten (10) years of completed service with the Employer and have a minimum of one (1) year of completed service as a Lieutenant before becoming eligible to take the Captain's test.
- (C) In the event the requirements as stated in either Sections (A) and/or (B) prohibit a competitive examination, which is defined as there being two or more candidates for the position, the Civil Service Commission shall unilaterally determine the qualifications and requirements for the position in order to establish a competitive examination.

POSITIONS: The Employer: This was agreed as a Tentative Agreement..

POSITIONS: The Union: This was agreed as a Tentative Agreement..

FINDINGS AND RECOMMENDATION: The Fact-Finder considers this issue was resolved *between the parties.*

ISSUE: Article 2.E Minimum Safety Manning

CONTRACT SECTIONS: Amend Section 1(A) and (B) to change seven (7) to eight (8); alternatively add *new* Section 2(C):

(C) The City is not obligated to maintain staffing level of 7 Fire Fighters if the reason for the vacancy that caused the shortage is the result of compensatory time usage.

POSITIONS: The Union:

The Union proposes to change the minimum manning language to increase it by one person. The Union has presented evidence regarding minimum manning requirements in several other fire departments in the state of Ohio and has also presented evidence from various sources indicating that minimum manning of eight (8) would still be below industry standards. In addition, the Union has presented evidence from the Fire Chief indicating his support for an increase in the minimum manning numbers. The Union opposed the proposal to add Section 2(C) as contrary to federal and state law.

POSITIONS: The Employer:

The City has presented evidence demonstrating that an increase in minimum manning would adversely affect the overall budget of the fire department and, eventually, could not be sustainable in the future. The City counter proposes to add a new Section 2(C) to Article 2.E to conditionally reduce manning. This new Section 2(C) would not require the City to maintain minimum manning at seven (7) if an absence is due to the use of compensatory time. This is proposed as an alternative to the elimination of Article 21.E Accumulated Time in order to make compensatory time less costly.

FINDINGS AND RECOMMENDATION: The Fact-Finder finds both the Union's request to increase minimum manning in Article 2.E, Section 1 (A) and (B) and the City's proposal to add a new Section 2(C) are not well taken. Current contract language is recommended.

ISSUE: Article 11.A Job Description Suppression

CONTRACT SECTIONS: Amend Section 1 (B) to add:

EMERGENCY RESPONSE. A Captain, Lieutenant and Fire Fighter are to respond to fire alarms and other emergencies to protect lives and property as well as provide medical care at all medical emergencies.

POSITIONS: The Union:

The Union proposes the change to add language that a captain, lieutenant and fire fighter are to provide medical care in all emergency situations. The City of Alliance, by ordinance, has established a First Responder Program within the Alliance Fire Department. The Union has not objected, and has accepted that First Responder Program. The First Responder Program is the initial component of an EMT or EMS system. The Union's position is that the requirements of the Ordinance should be included in the collective bargaining agreement since the City and the Union have agreed to the implementation of the terms of the Ordinance.

POSITIONS: The Employer:

The City has taken the position that the Ordinance speaks for itself and that its inclusion in the collective bargaining agreement is not necessary. It considers that the existing Program was adopted on representations by the Union that there would be no minimal new cost and that has not been fully evaluated. If Council were to remove the program, a contractual commitment would add bargaining to the process. The added language is not specific to First Responder and could be interpreted to include EMS/EMT service. The Union is using this proposal to expand the First Responder service into an EMT/EMS service although the City does not provide the latter. Currently EMS service is provided in the City by private sources. There is no additional requirement that would justify adding the First Responder to the contract since the Ordinance covers it.

FINDINGS AND RECOMMENDATION: After considering the arguments and the documents submitted by the Union and the City, the Fact-Finder recommends that the Union's proposal not be accepted. Since the Union and the City are presently operating under the Ordinance without objection the Fact-Finder believes this situation should continue. The Fact-Finder finds the Union's request to change Article 11.A. Section 1 (B) not well taken. Current contract language is recommended.

ISSUE: Article 11.C Prevention Division (Fire)

CONTRACT SECTIONS: Amend Section 1 (B)(3)(a):

- (a) ~~If deemed necessary:~~ When vacant, it shall be filled by a competitive Civil Service Examination.

POSITIONS: The Union:

The Union proposes the change to require that the Class I Prevention Officer position to be filled when vacant. The language in the current contract requires that this position be filled, if deemed necessary. The contract does not define the phrase "if deemed necessary" or what person or entity should be authorized to deem the position necessary. The Union's position is that the position should be filled when it is vacant. In addition, the Union has presented evidence from the Fire Chief indicating his support of hiring a new officer.

POSITIONS: The Employer:

The City believes that it has the exclusive authority to determine if the position is necessary and whether it should be filled. It has not filled the position. There has not had a need demonstrated as requested by Council. The Union demand is in effect a demand that the City hire a person for a job title. Hiring is an exclusive management function and not a mandatory subject of bargaining.

FINDINGS AND RECOMMENDATION: The Fact-Finder finds the Union's request to change Article 11.C, Section 1 (B)(3)(a) not well taken. Current contract language is recommended.

ISSUE: Article 11.C Prevention Division (Fire)

CONTRACT SECTIONS: Add a *new* Section 5:

Section 5. Equipment for Prevention/Investigation Division

(A) The City will agree to provide and maintain the following equipment:

- Basic finger print kit
- Evidence cans
- Evidence bags
- Digital laptop computer
- Jump suit
- Respirator that meets OSHA and Work Comp Regulations

POSITIONS: The Union:

The Union proposes the change contingent on the Class I Prevention Officer position is filled. It would require that the City maintain a defined listing of necessary equipment in the Fire Prevention and Investigation Division.

POSITIONS: The Employer:

This is an extension of the prior issue and the Employer rests on that position.

FINDINGS AND RECOMMENDATION: Since that position is not presently filled and the Union's proposal is contingent, the Fact-Finder finds the Union's request to change Article 11.C, with a new Section 5 not well taken. No change is recommended.

ISSUE: Article 13.A Wage Rates and Positions

CONTRACT SECTIONS: Section I wage increase. [table] including the effective date.

POSITIONS: The Employer:

The City has proposed a wage increase of zero percent (0%), one percent (1%) and one and one-half percent (1.5%) for the same periods and effective dates. A wage increase retroactive to July 1, 2008 was agreed as a Tentative Agreement.

POSITIONS: The Union:

The Union proposed a four percent (4%) wage increase effective July 1, 2008, three percent (3%) effective July 1, 2009 and three percent (3%) effective July 1, 2010. A wage increase retroactive to July 1, 2008 was agreed as a Tentative Agreement.

FINDINGS AND RECOMMENDATION:

In support of their respective positions, the parties have presented internal and external comparable wage information, wage information from the State Employment Relations Board (including clearinghouse reports), the 2007 Comprehensive Annual Financial Report (CAFR) for the City of Alliance, previous CAFR's, budget and appropriations reports that have been generated and prepared by the auditor of the City of Alliance and comparison reports and projections of the impact that the proposed wage increases would have on the City's budget. The Fact-Finder has carefully considered all of this evidence. The Fact-Finder recommends that bargaining unit members receive a two percent (2%) wage increase on the basic wage rate retroactive to July 1, 2008 and, in the future, two (2%) percent increases effective July 1, 2009 and July 1, 2010. The Fact-Finder finds retroactivity was resolved pursuant to the parties' agreement that any wage adjustments be retroactive to that date.

The recommendation is:

Section 1 Positions and Pay Rates

(A) All wages shall be effective on the date(s) stated. All wages stated are hourly rates based on a 48 hour work week for Suppression employees.

Suppression Position	2% GWI Effective July 1, 2008	2% GWI Effective July 1, 2009	2% GWI Effective July 1, 2010
Captains	{to be calculated}	{to be calculated}	{to be calculated}
Lieutenants	{to be calculated}	{to be calculated}	{to be calculated}
Fire Fighter 1	{to be calculated}	{to be calculated}	{to be calculated}
Fire Fighter 2	{to be calculated}	{to be calculated}	{to be calculated}
Probationary	{to be calculated}	{to be calculated}	{to be calculated}

(B) All wages shall be effective on the date(s) stated. All wages stated are hourly rates based on a 40 hour work week for Non Suppression Prevention 1 and Prevention 2 employees.

Non-Suppression Position	2% GWI Effective July 1, 2008	2% GWI Effective July 1, 2009	2% GWI Effective July 1, 2010
Prevention 1	{to be calculated}	{to be calculated}	{to be calculated}
Prevention 2	{to be calculated}	{to be calculated}	{to be calculated}

ISSUE: Article 13.A Wage Rates and Positions

CONTRACT SECTIONS: Add a *new* Section 2 (A).

(A) The City agrees to compensate any member of IAFF Local 480 both suppression and non-suppression for acquiring and maintaining any of the following Certifications.

- Arson \$10.00 per pay
- Advanced Confined Space Technician \$10.00 per pay
- EMT Basic \$10.00 per pay
- EMT Advanced \$10.00 per pay
- EMT Paramedic \$10.00 per pay
- First Responder \$10.00 per pay
- Fire Fighter Level 2 \$20.00 per pay
- Fire Safety Inspector \$10.00 per pay
- Hazardous Materials Technician \$10.00 per pay
- Hazardous Materials Operations \$5.00 per pay

POSITIONS: The Union:

The Union proposes the change. Section 2(A) would require the City to provide certification pay to bargaining unit members for various training certificates that are held. Recently, training for various fire department positions has become mandatory in the State of Ohio. The Union argues that the City already makes certificate payments to other bargaining units in the City of Alliance according to the agreements in evidence. The Union is not proposing that Certificates be pyramided. The certificate payment per pay period and ranges from \$10.00 for one certificate to not more than \$20.00 for more than one certificate.

POSITIONS: The Employer:

The City opposes this proposal and contends that certificate payments would increase the budget for the Fire Department. The City does not require a number of the certificates listed. It has no requirements to provide EMT/EMS and paramedic services. This proposal is a means that the Union is using to expand the First Responder service into a full EMT/EMS service although the City does not provide the latter. Currently EMS service is provided in the City by private sources. This

proposal would require the City to pay an employee every week for something that the City does not require and the member does not use on the job.

FINDINGS AND RECOMMENDATION: After consideration, the Fact-Finder finds the Union's request to add new Section 2(A) is not well taken. No change is recommended.

ISSUE: Article 13.A Wage Rates and Positions
also related: Article 16 B. Supplemental off Duty Training

CONTRACT SECTIONS: Add a *new* Section 2 (B):

(B) The City and members of IAFF Local 480 both agree that the members will whenever possible take supplemental training pursuant to Section 16 B. SUPPLEMENTAL OFF DUTY TRAINING of this contract to maintain and better educate themselves in any of the above Certifications and/or any other authorized Fire & EMS related classes up to and not to exceed 40 hours per year for each member of the IAFF Local 480.

POSITIONS: The Union:

The Union proposes the change. Recently, training for various fire department positions has become mandatory in the State of Ohio. The Union proposes that bargaining unit members be reimbursed for any hours that are spent on required and/or mandatory training. The Union is not opposed to the City providing training but the Agreement is silent except for reference to "supplemental" training under Article 16B Supplemental Off Duty Training. *This training is no longer supplemental but mandatory.* Also many members have progressed in their training beyond the minimum necessary by the City now. They should not be deprived of the opportunity to further training on the same basis as others members merely because of their own initiative that is ultimately of benefit to the Employer.

POSITIONS: The Employer:

The City states that it already provides required training on site with staff as instructors. With the State changes it will provide that also. The Union proposal includes training that is not required by the City such as EMS. This proposal is merely another means that the Union is using to expand the First Responder service to EMS although the latter is not provided by the City. Currently EMS service is provided in the City by private sources.

FINDINGS AND RECOMMENDATION:

The State required training over a three year period for the services used by the City are:

fifty-four (54) hours of training for a Fire Fighter 2
fifteen (15) hours of training for the First Responder
thirty (30) hours of training in Fire Safety
fifty (50) hours of training for renewal of Arson certificate

The City has agreed to provide the training. Since the certificate pay has not been recommended, the training element will not be recommended to be included in Article 13.A with new Section 2. Rather a new Section 2 shall be added to Article 16 B, Supplemental Off Duty Training, with a change of the title to that Article to "Training" and other textual changes to accommodate the addition. If the City does not provide on site mandatory training, it will reimburse the member subject to advance notice and approval.

The Union requested that reimbursement for First Responder training include training for EMT or EMS for those members that have advanced beyond the First Responder level. The City balked at that. The recommendation will permit training beyond the First Responder certificate but only at the fifteen (15) hours for First Responder.

The Fact-Finder notes that the training referenced above is required to be taken over a three-year period by the State based on the certification year of the employee. However, a member may take more than 1/3 within a given year. There is no requirement that he do so or that he not do so unless it is provided in that manner by the Employer. The schedule of courses to be provided or paid is not part of the recommendation but subject to administration under the Agreement.

Arson is a special case. Only one person holds this certificate. The requirement is defined by the State in "points" over a three year period for the renewal rather than in hours. The conversion was made to 50 hours as the most liberal interpretation of the points formula for the renewal of the Arson certification. The initial training for the Arson certificate is approximately 300 hours and not

covered by this provision beyond 50 hours.

After consideration, the Fact-Finder finds the Union's proposal to be added as new Section 2(B) to Article 13.A Wage Rates and Positions is not well taken. However, the concept of training will be recommended by adding new Section 2 and to Article 16 B. Supplemental off Duty Training, with typographical changes to other sections as follows:

Article 16 B. SUPPLEMENTAL OFF DUTY TRAINING

Section 1. ~~Definition Eligibility and Compensation~~ Supplemental off Duty Training

(A) ...[current contract language]

(B) ...[current contract language]

Section 2. Continuing Education. The City shall provide the training mandated by the State to members of the bargaining Unit over a three year period as measured by the member's certification that is listed below:

Fifty-four (54) hours of training for a Fire Fighter 2 certificate

Fifteen (15) hours of training for the First Responder or better

Thirty (30) hours of training in Fire Safety

Fifty (50) hours (maximum) of training for Arson certificate

In the event the training is not provided by the City, the City shall reimburse the member for the cost of training fees in addition to the compensation for time spent on training as provided herein. Nothing in this section is intended to require any specific number of hours of training by a member in any one year if it is not provided by the City.

Section 3 Eligibility

~~(A)~~ (A) ...[current contract language]

~~(B)~~ (B) ...Supplemental off duty Training herein shall include ...[current contract language]

Section 4 Compensation

~~(A)~~ (A) ...[Omit "Supplemental off duty training" where it appears and substitute "Training hereunder:" otherwise current contract language]

~~(B)~~ (B) [Omit "Supplemental off duty training" where it appears and substitute "Training hereunder:" otherwise current contract language]

~~(C)~~ (C) ...[current contract language]

ISSUE: Article 18.A Injured on Duty

CONTRACT SECTIONS: Change per the Union, Sections 1 (A) and (F) and 2 (A) to replace 1,092 with 1,248 where it appears.

The Employer counters with elimination of the following from Section 2(A):

~~(A) . . . Should the injured employee elect to retire, at any point, under the disability provision of the Police and Fireman's Disability and Pension Fund, and sick leave hours utilized by the injured employee shall be reinstated to the employee's account for purposes of determining severance pay under this Agreement.~~

POSITIONS: The Union:

The Union proposes the change so that the referenced number of maximum hours in each Section is increased from 1,092 to 1,248. The Union argues that this represents an increase of IOD leave salary from five (5) months to six (6) months. That is consistent with Ohio's Workers' Compensation practices. The elimination of converting used sick time to severance is needed because the State pays the same weeks. The elimination of the Section 2(A) language would force the member to make a refund to the City out of his Pension benefit.

POSITIONS: The Employer:

The City generally opposes the increase of hours for budgetary reasons. The elimination the Section 2(A) language concerning used sick leave hours being converted to severance presents administration problems. The member already received the pay during sick weeks that are paid later by the Pension Fund and then have to be converted to another form of payment. The City makes comparisons to private sector employees' experiences with 401k and other pensions.

FINDINGS AND RECOMMENDATION: After duly considering all of the evidence presented by the parties, the Fact-Finder finds the Union's positions to be well taken. While the hours increase amounts to 14% in the number of compensable hours arithmetically, the exposure to the City is far

less. This is the sixth month for a member that has already been disabled due to work injury. That is a small class in consideration of the size of the unit even in the entire contract term. To the injured worker it represents a far more significant benefit than the cost. The elimination of the severance conversion of sick time has not proven a problem in the past and occurred rarely also.

The Fact-Finder recommends is that where "one thousand ninety two (1,092) hours" currently appears it be replaced with "one thousand two hundred forty-eight (1,248) hours" in Article 18.A, Sections 1 (A) and (F) and Section 2 (A) with no other change.

ISSUE: Article 21.E Accumulated Time

CONTRACT SECTIONS: Elimination of entire Article 21E in its entirety.

POSITIONS: The Employer:

The City proposes the change. It would eliminate compensatory time in its entirety. The City would prefer to pay the overtime when it is earned. As it is, employees bank it and when they use it forces the City to pay other employees overtime. The original concept of compensatory time was to be at worst cost neutral and actually save public employers money. It has proven to be costly where minimum staffing exists in the safety service professions. The specific exemption permitted in the Federal Act has never been agreed in the Ohio public sector. It has become a costly addition to the economic package. An alternative to this if compensatory time is retained is the City's position on Article 2.E Minimum Safety Manning with new Section 2(C) which could be added to this Article.

POSITIONS: The Union:

The Union opposes this proposal. Compensatory time is a basic element of collective bargaining agreements in safety service professions.

FINDINGS AND RECOMMENDATION: After consideration, the Fact-Finder finds the City's request to eliminate Article 21 E in its entirety or to add Section 2(C) here instead of at Article 2.E are not well taken. No change is recommended.

ISSUE: Article 23.B Reimbursement of Damages

CONTRACT SECTIONS: Amend Article 23.B, Section 1 (A) as follows;

(A) While in the performance of his or her duties a Captain, Lieutenant, Fire Fighter or Fire Prevention Officer should suffer damage to his or her eyeglasses, wristwatch, dentures or similar type items, as well as duty uniforms, duty boots, duty belts and or any other article of clothing, will submit a proof of loss form ~~shall be filed with the Safety Service Director to the Fire Chief, and damaged item to be given to the Chief when possible.~~ Upon approval said employee shall be reimbursed for damages not to exceed two hundred fifty (\$250.00) dollars per item damaged.

POSITIONS: The Union:

The Union proposes the change so that the reimbursed items would be expanded. Added would be duty uniforms, duty boots, duty belts and any other articles of clothing to be subject to the damage reimbursement. The Union contends that the amendment is necessary because clothing damage is just as likely to occur in the course of duty as damage to personal items.

POSITIONS: The Employer:

The City opposes this proposal and contends that the addition of these items will simply mean that the \$250 damage ceiling will be reached more quickly. It also believes the existing procedure is adequate.

FINDINGS AND RECOMMENDATION: The Union's proposal to increase the list of items that are subject to damage reimbursement and to change the procedure. There appears to already be discretion to add to the list given to the Employer. The member can present the damaged item. The necessity of changing the procedure was not explained. After consideration, the Fact-Finder finds the Union's request to amend Article 23.B, Section 1 (A) is not well taken. No change is recommended.

ISSUE: Article 24.A Health Insurance Benefit

CONTRACT SECTIONS: Section 4. Major Medical/Hospitalization / Prescription Term of Coverage [table]

POSITIONS: The Union: The Union has proposed to increase the deductibles and co-payments under the present major medical and hospitalization and prescription benefit schedules that are available.

POSITIONS: The Employer: The City has proposed to increase the deductibles and co-payments beyond that which was proposed by the Union.

FINDINGS AND RECOMMENDATION: The parties have submitted documentation and evidence in support of their respective positions including health care cost trends and forecasts, the *financial information from the auditor's office that previously has been submitted and the cost of health insurance generally to the City, including the cost of self-insurance, claims history costs and administrative costs.* After fully considering all of the evidence and arguments, the Fact-Finder recommends that the following be adopted as Article 24.A, Sections 4 and 6.

ARTICLE 24.A. HEALTH INSURANCE BENEFITS

Section 4. Major Medical/Hospitalization/Prescription:

MAJOR MEDICAL/HOSPITALIZATION COVERAGES

AULTCARE or A NETWORK WITH EQUIVALENT COVERAGE

ITEM	NETWORK	NON-NETWORK
Deductibles	Individual \$300 Family \$600	Individual \$600 Family \$1200
Maximum Out-of-Pocket Coinsurance Amount per Calendar year	Individual \$600 Family \$1200	Individual \$1200 Family \$2400
Hospital Expense	90%	70% of R&C
Outpatient Services	90%	70% of R&C
Physician Services (e.g. Office Visits)	\$20 Co-Pay	70% After Deductible

(Deductibles above are non-integrated with Network and Non-Network Benefits.)

PRESCRIPTION DRUGS COVERAGES

Prescription Drugs	RETAIL 30 Day supply:	MAIL ORDER 90 day supply:
Generic	Co-Pay = \$10	Co-Pay = \$27
Formulary	Co-Pay = \$20	Co-Pay = \$48
Non-Preferred Brand or Non-Formulary	Co-Pay = \$30	Co-Pay = \$75

ISSUE: Article 24.A Health Insurance Benefits

CONTRACT SECTIONS: Section 6.

Section 6. Term of Coverage

The parties agree that the coverages listed in Sections 1 through 5 preceding shall remain in effect until June 30, ~~2008~~ 2011.

POSITIONS: The Employer: The City has expressed no position on this issue.

POSITIONS: The Union: The Union proposes the change consistent with a three-year contract term from July 1, 2008 through June 30, 2011.

FINDINGS AND RECOMMENDATION: The Fact-Finder finds both parties agree that any new coverage or benefits schedule should be effective March 1, 2009, and should continue to and including June 30, 2011. The Union's proposal is well taken and the change is recommended that the coverage provided be for the term of the Agreement.

ISSUE: Article 24.A Health Insurance Benefits

CONTRACT SECTIONS: Section 7. Employee Contribution per the City:

Effective ~~May 1, 2006~~ July 1, 2008 Bargaining Unit employees shall contribute, via payroll deduction, ~~twenty (\$20.00) dollars~~ twelve percent (12%) of the COBRA rate per pay period for family coverage, ~~fifteen (\$15.00) dollars~~ twelve percent (12%) of the COBRA rate per pay period for employee/spouse or employee/dependent coverage and ~~ten (\$10.00) dollars per pay period for single~~ for Employee only coverage. Plan participants with Employee/Spouse or Employee/Dependent coverage shall contribute via payroll deduction, the median of the family contribution and Employee contribution. The Employer agrees to establish a Section 125 plan in order to make said deductions pre-tax.

The Union counters with its own revisions:

~~Effective May 1, 2006~~ Bargaining Unit employees shall contribute, via payroll deduction, ~~twenty (\$20.00)~~ thirty (\$30.00) dollars per pay period for family coverage, ~~fifteen (\$15.00)~~ twenty five (\$25.00) dollars per pay period for employee/spouse or employee/dependent coverage and ~~ten (\$10.00)~~ fifteen (\$15.00) dollars per pay period for single coverage. The Employer agrees to establish a Section 125 plan in order to make said deductions pre-tax.

POSITIONS: The Employer: The City has proposed that the employee contribution, per pay period, for health insurance coverage be increased for each year and for each form of policy. The contribution was to be based on the COBRA formula. That is the true cost of coverage. It includes claims, trend, stop loss and administration of the carrier and 2% administration for the Employer.

POSITIONS: The Union: The Union opposes increasing the premium sharing cost to the employee on open ended and hard to evaluate COBRA figures. Particularly, the additional 2% has no rationale. The amount that represents claims is unknowable in advance for a family to budget. The Union recognizes a need to increase contribution but proposes a dollar amount.

FINDINGS AND RECOMMENDATION: In the hearing the City altered its position to a dollar contribution. After fully considering all of the evidence and arguments, the Fact-Finder recommends that the following be adopted as Article 24.A, Section 7.

Section 7. Employee Contribution

Bargaining Unit employees shall contribute per pay period, via payroll deduction, the following amounts for the coverage listed:

Family Coverage	\$30.00 effective March 1, 2009
	\$35.00 effective July 1, 2009
	\$40.00 effective July 1, 2010
Employee plus one	\$25.00 effective March 1, 2009,
	\$30.00 effective July 1, 2009
	\$35.00 effective July 1, 2010.
Single Coverage	\$20.00 effective March 1, 2009,
	\$25.00 per pay period effective July 1, 2009
	\$30.00 effective July 1, 2010.

"Employee plus one" means Employee/Spouse or Employee/Dependent coverage. The Employer agrees to establish a Section 125 plan in order to make said deductions pre-tax.

ISSUE: Article 24.A Health Insurance Benefits

CONTRACT SECTIONS: Elimination of Section 8, Spousal Coverage, in its entirety per the Union:

~~(A) If an employee's spouse is eligible for insurance coverage under a retirement system's plan or is eligible for coverage through his or her Employer's medical, dental or other insurance plan, based upon the employee's spouse working an average of twenty five (25) or more hours per week as per HIPPA Standards, then primary coverage must be carried with the primary Employer of each spouse to be eligible for medical coverage under the City of Alliance's health care plan. Eligible dependents or which the City of Alliance has a formal, legal responsibility for the primary medical insurance coverage will continue to be eligible under the City of Alliance medical plan.~~

~~(B) The Employee must notify the Plan Administrator immediately in writing of the commencement of such group insurance coverage for the spouse and other dependents. The Employer reserves the right to verify this information at any time.~~

~~(C) Under this provision, the Employer reserves the right to pay spousal and covered dependant medical claims as a secondary payer, but not as the primary payer based on items A and B above.~~

~~(D) It shall be the employee's responsibility to notify the Employer of any change in spousal coverage or any qualifying event in regard to coverage.~~

The City proposes to retain the spousal coverage language, and add language to Section 8(A):

... Spouse is not required to obtain medical insurance with his/her employer if the employer requires an employee contribution greater than 50% of the single employee insurance premium.

POSITIONS: The Union:

The Union proposes to eliminate the language that requires a bargaining unit member's spouse to obtain health insurance coverage from another employer, if available. The Section requires not only obtaining the other coverage but the obligation to make it secondary as to spousal and dependant claims. This added obligation on the employer causes families to spend more on health care than

would be needed if the entire family were on the City's coverage. The Union understands this was agreed on an experimental basis and has not proven useful.

POSITIONS: The Employer:

The City opposes the deletion as removing a provision that represents a significant device for cost reduction. Fewer claims is less cost. Deletion would add to the cost of coverage sufficiently to impact the benefits provided. As written it includes exceptions for hardship cases of certain dependents and low earning spouses. The employer proposes language that would further that objective.

FINDINGS AND RECOMMENDATION: The Fact Finder finds that Section 8, which requires a bargaining unit member's spouse to obtain other health insurance coverage, is a common countermeasure for escalating cost. Whether or not its provisions would be recommended if it were a matter of first impression is not the consideration. The current contract language is recommended to be retained.

ISSUE: Article 27.A Duration and Execution

CONTRACT SECTIONS: Section 1(A) Contract Term

(A) The term of this Agreement Shall be July 1, ~~2005~~ 2008 through June 30, ~~2008~~ 2011. In WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of _____, ~~2005~~ 2009.

POSITIONS: The Employer: The City has expressed no position on this issue.

POSITIONS: The Union: The Union proposes the change to maintain a three year agreement.

The Union proposes a three-year contract term from July 1, 2008 through June 30, 2011. The Union has established that this contractual term has historically been accepted by the parties.

FINDINGS AND RECOMMENDATION: The Fact-Finder finds the Union's proposal is well taken and the change is recommended that the term of the Agreement be July 1, 2008 through June 30, 2011.


Gregory P. Szuter, Fact Finder
Made and entered at Cleveland, Ohio
February 12, 2009

PROOF OF SERVICE:

The foregoing has been send by U.S. Mail (ordinary) on February 12, 2009, to IAFF Local 480 c/o Ronald G. Macala, Esq. and City of Alliance c/o Robert Tscholl, Esq. per addresses shown on the cover with advance copy via email on the same date to both.

GREGORY P. SZUTER, ESQ

ARBITRATOR MEDIATOR

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February 12, 2009

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2009 FEB 17 A 10:26
STATE EMPLOYMENT
RELATIONS BOARD

RE: Fact Finding between:
City of Alliance and IAFF Local 480
SERB Case No: 08 MED 03-0292

Dear Counsel:

Please find enclosed the Fact Finder's Report and Recommendations in the above matter that has been sent this date via email attachment to the above addresses as requested. A hard copy is being mailed concurrently to you and SERB. Also by hard copy only, counsel will be receiving the invoice for services in connection with matter. Thank you for allowing me to assist the bargaining parties in this manner.

Very truly yours,


Gregory P. Szuter

cc. ✓
Admr. Bureau of Mediation (SERB)
GPS\MMI