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OHIO EMPLOYMENT
RELATIONS BOARD

2009 APR 28 P 1:26

IN THE MATTER OF FACT FINDING

BETWEEN

THE CITY OF BROADVIEW HEIGHTS

AND

NORTHERN OHIO FIRE FIGHTERS, IAFF LOCAL 3646

08-MED-09-1002

SERB CASE # ~~08-MED-03-0770~~

ADVOCATE FOR THE CITY:

**William E. Blackie, Esq.
MILLISOR AND NOBIL CO. LPA
9150 Hills Boulevard, Suite 300
Broadview Hts OH 44147**

ADVOCATE FOR THE UNION:

**Don Reis, Staff Representative
NORTHERN OHIO FIRE FIGHTERS
3100 East 45th Street
Suite 214
Cleveland OH 44127**

INTRODUCTION

The bargaining unit is represented by IAFF Local 3646 Northern Ohio Fire Fighters (Hereinafter "Union" or "bargaining unit") and the Employer is the City of Broadview Heights (hereinafter "Employer" or "City"). The bargaining unit is comprised of approximately seventeen (17) employees who provide vital life saving services to the citizens of Broadview Heights as members of the Fire Department. The previous contract expired December 31, 2008. The parties held several negotiation sessions prior to fact-finding and were able to resolve a large number of issues. However, several issues remained unresolved, which led to fact finding and are addressed below.

A mediation/fact-finding hearing was held on April 1, 2009 over the issues addressed in this report. Prior to a formal submission of evidence, the fact-finder made a concentrated effort to reconcile the differences between the parties over the unresolved issues addressed in this report. Settlement possibilities were carefully explored with the parties in an effort to find common ground upon which to construct a settlement. While the discussion were particularly helpful to the fact finder in understanding the unique concerns of each party, a complete and formal tentative agreement was not reached, which led to the issuance of this report. The mediation effort was then followed by a hearing/submission of evidence

on the issues. Both advocates represented their respective parties well and clearly articulated the position of their clients on the issues in dispute. The Employer's and the Union's position statements are attached to this report and for purposes of efficiency will be referenced and not restated in the body of this report. Under each issue the parties' respective positions shall be referred to in this report as simply EP, Employer's position, and UP Union's position.

OVERALL RATIONALE FOR RECOMMENDATIONS

Since September of 2008 the current state of the national and state economy has become a daily topic of conversation. Ohio's economy remains uncertain as does the financial outlook for many states. In recent months Governor Strickland outlined the considerable magnitude of Ohio's revenue shortfall both in the current and next biennium budgets, and the necessity of having to take decisive action to reduce costs in order to balance the state's budget. The recently concluded negotiations with the state of Ohio and its largest union, OCSEA, which included monetary concessions, is evidence that both labor and management understand the seriousness of the current economic outlook. However, the overall extent to which these serious financial conditions at the state or even large city level in Ohio, impact the City of

Broadview Heights can only be discerned by a local focus. Various public sector entities in the state are fairing differently, and as of this writing it is not apparent what benefits the congressional economic stimulus package, as well as the new state budget will eventually have upon the City. All parties, employees and employers alike, are concerned about their bottom lines. On the other hand, one must be careful in generalizing the likelihood of "economic crisis" for every employer without carefully examining the facts. It is unreasonable to generalize that all public employers are being impacted equally. While some public employers, as a result of a combination of economic factors, are being forced to make serious reductions in services and in costs, a combination of prudence and good fortune has placed more economically stable public entities "on higher ground." They are in the fortunate position to be able to make more measured steps over time in order to weather the current economic storm. Furthermore, it is axiomatic that the delivery of quality service depends on recruiting and retaining quality employees, which includes bargaining unit, non-bargaining unit, and managerial employees. Central to maintaining a quality and experienced workforce is the maintenance of a competitive and equitable wage structure that provides a fair wage for knowledge, skills, and ability, along with quality benefits, and a reasonable working environment even in trying times.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C) (4) (E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made:

Issue 1	Wages/Differentials/Equity Issues
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Employer's Position

See EP

Union's Position

See UP

Discussion

It is clear the City has and must take thoughtful and sensible measures to weather the storm presented by these uncertain economic times. However, both parties also appreciate the corrosive effect of unsupported inequities in wages, with the willingness to take calculated steps to seriously begin to address them. From the last set of re-opener negotiations, and recommendations contained therein by the conciliator, a modest equity adjustment of \$400.00 is supported by the evidence of an inequity among line safety forces. However, the facts related to the need to maintain city services in uncertain economic times justifies a delay of six months in instituting a reasonable mid-year wage increase. Also progressive equity adjustment improvements for the rank of lieutenant will begin to close the inequity gap that exists between ranking officers in the police patrol unit and the fire fighters' unit. There is still room for improvement here, but the dictates of the economy defers such improvements for a future negotiations. The following determination reflects the above rationale:

Determination:

Article 36 (XXXVI)

Section 1. Firefighters shall be compensated as follows:

<u>Firefighter</u>	<u>01/01/09 – 6/30/09</u>	<u>7/01/09-12/31/09</u>	<u>01/01/10-12/31/10*</u>
First year of service	\$46,394.00	\$47,322.00	\$48,032.00
Second year of service	\$49,240.00	\$50,225.00	\$50,978.00
Third year of service	\$55,893.00	\$57,011.00	\$57,866.00
Fourth year of service	\$60,725.00	\$61,940.00	\$62,869.00
Lieutenants	\$66,190.00	\$68,134.00	\$69,785.00

* In addition the wages provided above, the parties agree to re-open negotiations on the issues of wages and health care for calendar year 2010, under the impasse provisions contained in ORC 4117.14. In addition, should any other bargaining unit receive general wage increases in 2009 or 2010 that are greater than those provided for above, the bargaining unit shall have its general wage increases adjusted to match said wage increases.

For the remaining sections referring to Captains Salary, Note, and Sections 2 and 3, Maintain Current language.

Issue 2	Vacatlons
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Union's Position

See UP

Employer's Position

See EP

Discussion

In order to move to equity with the other the police officers' bargaining unit, the facts support a realignment of the vacation schedule. However, given the time off available to bargaining unit employees in other sections

of the Agreement, the facts support the City's position to cap vacations at five (5) weeks.

Determination:

Article 34(XXXIV) Vacations

Section 1 Maintain Current Language for 2009,

Effective January 1, 2010 the following schedule shall be used:

<u>Years of Consecutive Service As a Full-Time Employee with City</u>	<u>(line employees) Tours of Duty</u>	<u>(40 Hr. week) Weeks</u>
After 1 year	5 Tours	2
After 5 years	7.5 Tours	3
After 10 years	10 Tours	4
After 15 years	12.5 Tours	5

Sections 2 and 3 Maintain Current Language

Issue 3 Holidays

Union's Position

See UP

Employer's Position

See EP

Discussion

As with vacations, the other major safety unit in the City has the ability to cash out unused benefit (vacation) time. However, due to the fact that the fire fighters' bargaining unit and the police officers' bargaining units differing markedly regarding vacation time, approximate equity can be addressed in terms of a holiday verses a vacation cash out for unused time. However, in regard to this proposal by the Union, the City persuasively argued that it must look in every area, including benefits, for opportunities to create greater efficiencies. One key area of efficiency improvement is work attendance. In as much as a holiday cash out is an additional benefit to an employee and a direct cost to the City, I find the City's proposal to condition this benefit upon an attendance goal to be reasonable and prudent.

Determination:

Sections 1 through 4 shall remain current language.

Effective January 1, 2010, add new Section 5 as follows:

Section 5. Effective January 1, 2010, if a bargaining unit employee does not utilize more than a total of 72 hours of sick time during the year (as measured from December 1st of the previous year through November 30 of the current year) the Employee may elect to be paid for unused holidays, which payment shall be made on or before the last pay in December and reflect the amount of holiday hours in the Employee's holiday bank as of December 1st. The employee shall notify the Chief, or designee, of his or her election of said cash out by November 1st.

Issues: 4	Duration
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Union's Position

See UP

Employer's Position

See EP

Discussion

The parties, realizing the limitations placed upon them by the uncertainty of the economy, agree that a shorter agreement is practical and reasonable.

Determination:

Article 38 (XXXVIII) Duration of Agreement

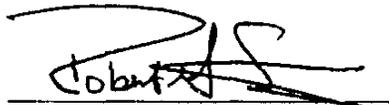
Section 1

- a. **This Agreement shall be effective January 1, 2009 and shall remain in full force and effect through December 31, 2010 unless otherwise terminated as provided herein.**
- b. **Maintain Current Language**
- c. **Maintain Current Language**

TENTATIVE AGREEMENT

During negotiations, mediation, and fact-finding the parties reached tentative agreements on several issues, copies of which they have retained. These tentative agreements, on all or portions of articles, and any language recommended to change and or remain current are all part of the recommendations contained in this report. Any issues, or sub-issues not specifically addressed are also intended to remain current language for purposes of this report.

The Fact-finder respectfully submits the above recommendations to the parties this 27th day of April 2009 in Portage County, Ohio.

A handwritten signature in black ink, appearing to read "Robert G. Stein", written over a horizontal line.

Robert G. Stein, Fact-finder

**BEFORE THE STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

FACT-FINDER: ROBERT G. STEIN

IAFF, LOCAL 3646,)	
)	
EMPLOYEE ORGANIZATION)	CASE NO. 08-MED-09-1002
)	
and)	
)	
CITY OF BROADVIEW HEIGHTS)	
)	
EMPLOYER.)	

PRE-HEARING STATEMENT OF THE CITY OF BROADVIEW HEIGHTS

I. PRELIMINARY STATEMENT.

The following Pre-Hearing Statement is submitted pursuant to O.R.C. §4117.14 and Ohio Administrative Code §4117-9-05(F) on behalf of the City of Broadview Heights in connection with the fact-finding hearing scheduled for Wednesday, April 1, 2009, before Fact-Finder Robert G. Stein.

The parties to this action are the International Association of Fire Fighters, Local 3646 (the "IAFF" or "Union"), represented by Don Reis of the Northern Ohio Fire Fighters Association, 3100 East 45th Street, Suite 214, Cleveland, Ohio 44127, telephone (216) 288-8030, and the City of Broadview Heights (the "City"), represented by the undersigned.

The Union is the certified bargaining representative for all full-time, sworn personnel in the Fire Department excluding the Chief, Officer designated to be Acting Chief, and all part-time

and seasonal employees (collectively "Fire Fighter bargaining unit"). There are approximately seventeen (17) employees currently employed within the Fire Fighters' bargaining unit.

The City and Union are parties to a Collective Bargaining Agreement ("CBA" or "Contract") covering the Fire Fighters' bargaining unit which expired on December 31, 2008, a copy of which is attached hereto as Exhibit A. The Fact-finder may recall that the parties initially entered into a contract for the three-year period January 1, 2006 through December 31, 2008. That contract is attached as Exhibit B. However, that contract provided a wage and benefit reopener for years 2007 and 2008. The reopener negotiations resulted in fact finding and, later, conciliation conducted by Mr. Stein resulting in a successor contract for the period January 1, 2007 through December 31, 2008. The fact-finding report of Mr. Harry Graham is attached as Exhibit C and Mr. Stein's conciliation report is attached as Exhibit D. The parties welcome the experience and expertise that the Fact-finder brings to this process from his role in resolving the prior contract.

The parties have been negotiating for a renewed contract since October, 2008. The parties have met on several occasions – the last meeting being January 9, 2009, but have been *unable to conclude an agreement. During negotiations with the Fire Fighters, the City stressed that it was experiencing a financial crisis. The impact of the National, State and Local economics on the City has been significant as the City continues to experience a decline in revenues but an increase in costs. Budget projections and economic conditions are worse than projected. If economic conditions continue to worsen, significant and additional reductions will result. In fact, the City has already laid off personnel in both union and non-union positions outside the Fire Department. While the City does not wish to lay off firefighters, unless the City's financial situation improves, layoffs remain a possibility.*

Also due to the financial crisis, the City's non-represented employees, including the City's non-elected Administration and Mayor Alai, had their wages and benefits frozen. Additionally, the City has completely absorbed the 7.6 % health insurance premium increase and is not seeking additional premium contribution.

The unresolved issues between the City and the Fire Fighters unit are wages and vacations. There are several resolved issues but they are contingent upon reaching an overall settlement of the contract.

II. UNRESOLVED ISSUES.

A. Wages.

1. Current Contract.

Article XXXVI of the parties' recently expired CBA for the Fire Fighters provides that the salaries for bargaining unit employees from January 1, 2008 through December 31, 2008 were as follows:

<u>Firefighter</u>	
First year of service	\$46,394.00
Second year of service	\$49,240.00
Third year of service	\$55,893.00
Fourth year of service	\$60,325.00
Lieutenants	\$65,758.00
Captains	\$68,774.00

2. Proposed Modifications.

The Union has proposed increases of three percent (3%) for each year of a proposed two (2) year contract. The City has proposed a one percent (1%) wage increase for the first year of a either a one, two or three year contract – and in the case of a multi-year contract a re-opener commencing December 31, 2009 to discuss wages and benefits for the remaining years of the

contract. The City's proposal also includes agreement to the Fire Fighters' request for a \$400 equity adjustment at the top step so as to attain parity with the top grade of Patrolman.

3. Analysis.

The City's proposal is based primarily upon its continually and significantly worsening financial position. OAC §4117-9-05(K) (3) sets forth one of the factors for a fact-finder to take into consideration in making a recommendation. This provision states:

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.

The City does not have the finances to pay for the union's requested wage and benefits increase without significant reductions. In fact, the one (1%) offer represents significant risk to the City but at least provides some increase in salary to the employees while having the ability after one (1) year (assuming the parties agree to a reopener) to assess the financial situation further. Should the City's finances improve after a year, the City will readily meet and consider responsible wage increases for all its employees, including the Fire Fighters. However, should the City's finances worsen further, there is also need to meet with its employees, including the Fire Fighter group, to discuss ways to maintain City services with ever decreasing revenues.

The wage increase proposal also has to be considered along with the City's agreement to provide an "equity adjustment" bringing the top police and fire grades onto equal footing.¹ This means a \$400 increase in addition to the general wage increase. For the top-grade firefighter (the vast majority of the bargaining unit), the adjustment corresponds to an additional increase of .66%. Further, this adjustment will have a corresponding impact at the Lieutenant and Captain grades. The City has agreed to this adjustment, despite its obvious adverse economic impact, in

¹ As with all items tentatively agreed to and which have a financial impact, this agreement is contingent upon a satisfactory resolution of the entire financial package.

large part, because it agrees to the fairness of bringing equity to the forces – a concept that the Fact-finder noted in his conciliation report (during the last negotiations) had been ongoing over several negotiations, and even suggested that this contract negotiation period might be the appropriate time to complete the parity adjustment.

Another factor considered by fact-finders is recent wage modifications, if any, with a City's other bargaining units and with its non-represented employees. In this case, the City has imposed wage freezes on all non-represented employees, including the City's non-elected Administration.

OAC §4117-9-05(K) (3) also lists as a factor to be considered, wages and benefits of other comparable communities.

Furthermore, because of the City's declining resources and tax base, the City knows of no other jurisdiction which currently adequately compares to the City of Broadview Heights. Fact-finders have recognized that the choice of "comparable" communities is not easily made, and certainly depends upon a variety of factors. As stated in *City of Willowick*, 110 Lab. Arb. (BNA) 1146, 1149 (1998) (Ruben, Arb.):

[I]deally, comparable communities ought to be located nearby in the same labor market and county, be of similar territorial size and population density, draw upon similar resources and tax bases, have a similar mix of commercial, industrial and residential properties with similar need for police protection, and maintain similarly sized police departments.

Measured by this standard, based on Broadview Heights' serious economic condition, the loss of resident companies to closure and departure, as well as the layoffs and a decrease in hours worked of several remaining Broadview Heights' companies, the City submits that it is aware of no other jurisdiction that is truly "comparable."

The Union's proposal not only ignores the City's agreement on the equity issue but is unrealistic in light of the current financial conditions of the City. Granting such wages would in all likelihood result in significant reductions in the Fire Department. Moreover, given the City's history of "pattern bargaining" with respect to wages, should the other units attain similar increases (as has almost always been the case in the past), the City's financial situation would worsen further and there would not only be significant reductions and additional layoffs in all departments. Moreover, the level of City services and the safety of its citizens would be seriously compromised.

The Union's proposal also does not account for the fact that the City has not sought any greater contribution to the health care costs. Currently the employees contribute 5% which, given the generous benefits, is far less than many if not most of similarly situated employees. This is despite the fact that the overall cost of the coverage has increased 7.6% - which the City is willing to absorb at this time. This increased burden assumed by the City has resulted in a 2% increase in benefits for almost all firefighters. Furthermore, the trend in health coverage means that additional increases will undoubtedly be expected in future years.

The Union may point to the fact that the City has a separate fire levy fund – unlike with all other units.² However, the levy fund fluctuates significantly during the year and from year to year. Even without any increased burden on the fund, the City projects an unencumbered balance at the end of the year much smaller than financially prudent. The fund must accommodate the Fire Department's maintenance and equipment – including projected expenses for maintaining planned expansion.

Moreover, the levy fund does represent a true picture of available resources as many of the expenses incurred by the Fire Department are routinely debited from the General Fund,

² The City has a separate Police equipment fund but it is miniscule.

giving a false picture of the true Fire levy balance. These include insurance, fuel and utilities which have been paid from the General Fund to support the Fire Department.

B. Vacations.

1. Current Contract.

Article XXXIV of the Collective Bargaining Agreement with the Union provides the following vacation schedule:

<u>As a Full-Time Employee with the City</u>	<u>Tours of Duty</u>	<u>Weeks</u>
after 1 year	2.5 Tours	1
after 2 years	5.0 Tours	2
after 7 years	7.5 Tours	3
after 12 years	10.0 Tours	4
after 20 years	12.5 Tours	5

2. Proposed Modifications.

The Union is proposing the following vacation schedule for each unit:

<u>As a Full-Time Employee with the City</u>	<u>Tours of Duty</u>	<u>Weeks</u>
after 1 year	5.0 Tours	2
after 5 years	7.5 Tours	3
after 10 years	10.0 Tours	4
after 15 years	12.5 Tours	5
after 25 years	15 Tours	6

The City is proposing no change in the current Contract language.

3. Analysis.

The City believes that the cost of this increase in vacations would also be fiscally irresponsible – especially when the City has agreed to meet the Union with respect to the equity issue. The current Contract provides employees ample opportunity for vacation leave. Further, the increase proposed would result in a disruptive burden as the City would have to cover duty

hours left open by increased vacation utilization, some of which would have to be covered at overtime rates. The topic of vacations would be subject to the wage and benefits reopener the City proposed to commence in December, 2009.

C. Duration.

1. Current and Proposed Modifications.

The last contract was initially negotiated to cover a three (3) year period with a wage and benefit reopener after one (1) year. The City is proposing a similar contract length for this contract. Ideally a two year contract with a wage and benefit reopener after one (1) year would give the parties the most flexibility. The important element is to have a wage and benefit reopener after one (1) year in order to assess the financial condition of the City at that time. Municipalities (as well as businesses and individuals generally) are subject to an extremely volatile economic climate that cannot be predicted. It would be irresponsible not to assess the financial condition more regularly than had been otherwise typical. This approach is fair to both the employer and employee as it is impossible to assess with any degree of certainty what the conditions will be in a year.

The union is proposing a two-year contract. While the length is shorter than what the parties have typically agreed upon, without a reopener after one (1) year, it is nonetheless too long of a period in this extremely uncertain climate.

2. Analysis.

With the City's current economic distress and the uncertain economic climate in which our entire nation finds itself, the City believes that a three-year contract with a wage and benefits reopener gives both parties labor stability as well as the flexibility to address the wages and benefits for the second year based on economic factors existing at the end of 2009.

II. **RESOLVED ISSUES.**

A. **Drug and Alcohol Policy.**

1. **Current Contract and Agreed Changes.**

Currently there is no provision for drug and alcohol testing. The parties have agreed that the Contract will provide a clause wherein the parties agree to abide by the City-wide drug and alcohol policy. The City desires that the policy have the "buy in" from all units and thus there is not complete agreement as yet on all provisions although all groups are in agreement with virtually every provision of the latest draft of the policy.

B. **Life Insurance.**

1. **Current Contract and Agreed Changes.**

Article XXXI, Section 2 of the current contract provides that the salary of a firefighter who dies "while on duty" shall have his or her salary paid to the named beneficiary for two (2) months. The parties have agreed to substitute "while in the line of duty" for the quoted phrase as it more accurately describes the parties' intent.

C. **Grievance Procedures.**

1. **Current Contract and Agreed Changes.**

The current contract provides in Article 12, Step 3 of the grievance procedure that the party may submit the grievance to binding arbitration to either the FMCS or the Center of Labor Relations and Human Resources. The parties have agreed to substitute the American Arbitration Association for the Center of Labor Relations and Human Resources.

D. Disability Leave and Worker Compensation.

1. Current Contract and Agreed Changes.

Article XXXIII, Section 4 conditions the receipt of disability leave on the filing of a worker compensation claim. The parties have agreed to allow the City to waive that requirement if it so chooses and the employee agrees.

E. Housekeeping Issues.

1. Current Contract and Agreed Changes.

The parties have agreed to a number of miscellaneous changes in the contract that they have termed housekeeping. The majority of these changes are the result of suggestions of the Assistant Chief which were reviewed and agreed to by the parties. All changes are designed to reflect current practices and eliminate unnecessary confusion.

Respectfully submitted:



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March 31, 2009

1. Party: Broadview Heights Fire Fighters, IAFF Local 3646

Principal Representative: Don Reis
Northern Ohio Fire Fighters
3100 E. 45th Street
Cleveland, Ohio 44127
Phone: 216.883.6633
Fax: 216.883.6655

2. The bargaining unit consists of all full time members of the Broadview Heights Fire Department occupying the positions of Fire Fighter/Paramedic and Lieutenant.
Approximate number of employees: Seventeen (17)
3. A copy of the Collective Bargaining Agreement is enclosed.
4. A Copy of the extension agreement is enclosed.
5. Issues

Union Issues

- | | | |
|----------------|-----------------------|-------|
| a.) Article 34 | Vacations | 34.1 |
| b.) Article 36 | Compensation (equity) | (New) |



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March 31, 2009

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Mr. William E. Blackie, III, Esq.
Millisor and Nobil Co., LPA
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Broadview Heights, OH 44147

Re: SERB Case No. 08-MED-09-1002 Broadview Heights Fire Fighters, IAFF Local 3646-and- City of Broadview Heights

Dear Mr. Stein and Mr. Blackie:

Pursuant to Ohio Administrative Code 4117-9-05(F), the Union in the above referenced matter hereby submits a Position Statement. Unless otherwise noted, all Union proposals are effective January 1, 2009.

In addition to the information regarding issues presented in this statement, the Union reserves the right to present additional documentation and testimony at the hearing.

Sincerely,

Don Reis

City Issues

a.) Article 12	Grievance Procedure	12.4
b.) Article 31	Life Insurance	31.2
c.) Article 33	Disability Leave	33.4
d.) Article 36	Compensation (wages)	36.1
e.) New	Drug Policy	New

Joint Issues

a.) Article 30	Medical Insurance	30
b.) Article 38	Duration	38.1

UNION ISSUES

a.) Article 24 Vacations

Union position: The Union proposes to change the years in which vacation is earned and time off, to be in line with Police patrolman, sergeant and dispatcher bargaining units.

City Position: Unsure.

24.1

<u>Years of Consecutive Service As a Full-Time Employee with City</u>	<u>(line employees) Tours of Duty</u>	<u>(40 Hr week) Weeks</u>
After 1 Year	5 Tours	2
After 5 years	7.5 Tours	3
After 10 years	10 Tours	4
After 15 years	12.5 Tours	5
After 25 years	15 Tours	6

b.) Article 36 Compensation (Equity Adjustment)

Union position: The union proposes that the they receive a four hundred dollar (\$400.00) equity adjustment to bring to parity the wages between Police and Fire.

City position: The City does not oppose this.

36. New Language

The wage scale shall be adjusted with and increase of four hundred dollars (\$400.00) prior to the wage increase in 2009.

CITY ISSUES

a.) **Article 12 Grievance Procedure**

City position: The City proposes a change in **Section 4, Step 3-Arbitration.** to change from "...the Center of Labor Relations and Human Resources...", to "the American Arbitration Association."

Union position: The Union does not oppose this

12.4

Step 3 – Arbitration

....The Union may submit a request to the Federal Mediation and Conciliation Services (FMCS) or to the **American Arbitration Association (AAA)**, for a list of arbitrators....

b.) Article 31 Life Insurance

City Position: The City proposes a change in language from “while on duty” to “while in the line of duty.”

Union Position: The union does not oppose this.

Section 2.

If an employee dies **while in the line of duty**, he or she shall have his or her salary paid to the named beneficiary on the City’s life insurance policy, provided in Section 1 above, or his or her estate for a period of two (2) months from the date of death.

c.) **Article 33 Disability Leave**

City Position: The City proposes a change in language from “shall file” to “may file.”

Union Position: The Union does not oppose the change.

Section 4.

Any employee who obtains a paid leave under this Article **may file** for Worker’s Compensation and sign a waiver assigning to the City those sums of money (temporary total disability benefits) he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

d.) Article 36 Compensation (Wage increases)

City Position: The City proposes a one percent (1%) wage increase retroactive to January 1, 2009.

Union Position: The Union opposes this and proposes a three percent (3%) wage increase retroactive to January 1, 2009 and 3% January 1, 2010 along with the same fourteen percent (14%) wage differential between fire fighters and Lieutenants as Patrolmen and Sergeants enjoy.

Section I.

Firefighters shall be compensated as follows:

<u>Firefighter</u>	<u>January 1, 2009</u>	<u>January 1, 2010</u>
First year of service	\$48,198.00	\$49,644.00
Second year	\$51,129.00	\$52,663.00
Third year	\$57,982.00	\$59,721.00
Fourth year	\$62,547.00	\$64,423.00
Lieutenants	\$71,304.00	\$73,442.00

e.) **New Article Drug Policy**

City Position: The City wishes to introduce a drug testing policy.

Union Position: The Union is not opposed but has not received an acceptable policy.

JOINT ISSUES

a.) Article 30 Medical Insurance

The Union and City agree to no changes in the *Medical Insurance*.

b.) Article 38 Duration

City Position: The City is open to the duration

Union Position: The Union proposes a minimum two (2) year contract.

Section 1.

This agreement shall be effective January 1, 2009 and shall remain in full force and effect through December 31, 2010 unless otherwise terminated as provided herein.

EXTENSION AND RETROACTIVITY AGREEMENT

SERB Case Number: 08MED-091002

THE PARTIES to this Extension and Retroactivity Agreement are the City of Broadview Heights, (hereinafter referred to as the "Employer") and the IAFF Local No. 3646, (hereinafter referred to as the "Union"). The parties have agreed that the current Collective Bargaining Agreement effective January 1, 2007 through December 31, 2008 shall be extended pending the completion of negotiations. Further, the Employer agrees to waive the provisions of R.C. 4117.14G(11) in regard to first year wage increases and any other benefit changes, if any, and agrees that a conciliator may award wage or benefit increases retroactive to January 1, 2009 unless agreed otherwise, provided the conciliation occurs on or before June 1, 2009.

Finally, the contract extension component of this agreement can be terminated by either the Employer or the Union through the service of fourteen (14) days advance written notification of intention to terminate on the other party, in which case the parties will proceed to fact-finding.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 24th day of November, 2008

FOR THE EMPLOYER


Name

FOR THE IAFF, Local 3646


Name