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FACT FINDING REPORT

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In the Matter of the Arbitration:

Between

City of Monroe Public Employees

And

The Monroe Firefighters
International Association of
Firefighters Local, 3824

:
:
:
: Case No.
: 2010-MED-09-1203
:
:
: Date of Hearing
: April 6, 2011
:

Fact Finder: M. James Abernathy

Appearances for the Union:

MEGAN GLOWACKI, ESQ.
STEPHEN S. LAZARUS, ESQ.
MATT GRUBBS, President
RUSSELL RICHARD, Union
JASON EAVES, Local 3824
DAVID LEVERAGE, Local 3824

Appearances for the City:

DONALD L. CRAIN, ESQ., Chief Representative
JULIE E. BYRNE, ESQ.
WILLIAM J. BROCK, City Manager
KACEY WAGGAMAN, Finance Director
MARK A. NEU, Fire Chief
JOHN P. CENTERS, Assistant Fire Chief

Date of Report:

1 **I. Background**

2 The parties' most recent CBA is
3 effective January 1, 2008, to December 31,
4 2010.

5 The parties have agreed to an extension
6 of the date until the issuance of the Fact
7 Finding Report.

8 The Fact Finder was appointed pursuant
9 to the guidelines of the Ohio State
10 Employment Relations Board to facilitate
11 negotiations between the Monroe Fire Fighters
12 IAFF, Local 3824, and the City of Monroe,
13 Ohio.

14 Monroe, Ohio is located off I-75, north
15 of Cincinnati, Ohio. It derives its name
16 from President James Monroe. In 1995, Monroe
17 became a city. In 2010, its population was
18 estimated to be close to 13,000. The city
19 suffered under fiscal emergency status in
20 2004 as declared by the Auditor of the State
21 of Ohio. It was able to recover from this
22 emergency status to the extent that in its
23 most recent contract with Local 3824, it was
24 able to correct the firefighters' wages for
25 the years it was in fiscal emergency. The

1 City currently contends that it is again
2 facing economic decline. The firefighters
3 contend that the City has ample funds to take
4 care of the needs of Local 3824. The
5 firefighters point to an article dated June
6 of 2005 quoting a City official that the City
7 had an audit problem, not a cash problem,
8 which led to the fiscal emergency.

9 On October 1, 2000, the City of Monroe
10 passed a resolution to bring the previous
11 Monroe Volunteer Firemen's Association under
12 the legal umbrella of the City of Monroe.
13 The Collective Bargaining Agreement legalized
14 Local 3824 as the exclusive and sole
15 bargaining unit for firefighters in the City
16 of Monroe, Ohio. Currently, the bargaining
17 unit consists of all full-time professional
18 firefighters at a rank of lieutenant and
19 below, but excluding all captains, assistant
20 chiefs, and the fire chiefs. The unit
21 derives approximately 90 percent of its
22 funding from the City of Monroe. Currently,
23 one-third of funding is derived from levies,
24 and two-thirds is from the City's General
25 Fund. Currently, the number of firefighters

1 is thirty-three (33), split between basic,
2 intermediate, paramedic, and lieutenant.

3 Rule 4117-9-05 of the Ohio Public
4 Employee Bargaining Statute sets forth the
5 criteria the Fact Finder is to consider in
6 making recommendations.

7 The criteria are:

- 8 1. 4117-9-05(K)(1): Past collective
9 bargained agreements, if any, between the
10 parties;
- 11 2. 4117-9-05(K)(2): Comparison of the
12 unresolved issues relative to the Employees
13 in the bargaining unit with those issues
14 related to other public and private employees
15 doing comparable work, giving consideration
16 to factors peculiar to the area and
17 classification involved;
- 18 3. 4117-9-05(K)(3): The interests and
19 welfare of the public, the ability of the
20 Public Employer to finance and administer the
21 issues proposed, and the effect of the
22 adjustments on the normal standard of public
23 service;
- 24 4. 4117-9-05(K)(4): The lawful authority of
25 the Public Employer;

1 5. 4117-9-05(K)(5): Any stipulations of the
2 parties;

3 6. 4117-9-05(K)(6): Such other factors, not
4 confined to those listed above, which are
5 normally or traditionally taken into
6 consideration in the determination of the
7 issues submitted to mutually agreed upon
8 dispute settlement procedures in the public
9 service or in private employment.

10 Therefore, in making findings of fact,
11 the Fact Finder took into consideration all
12 reliable information relevant to the issues
13 before the Fact Finder. Numerous reports,
14 oral and written, and exhibits were presented
15 to the Fact Finder and were scrutinized and
16 weighed heavily in the Fact Finder's final
17 report.

18 The Fact Finder wishes to state that he
19 appreciates the courtesy with which he was
20 treated by the parties. Also, the conduct of
21 the parties toward each other was exemplary.
22 Therefore, the hearing was conducted with the
23 Rule 4117, greatest professionalism by both
24 parties.

25 To the credit of both sides, there was

1 an apparent willingness to sit and talk and
2 negotiate. The City appeared to have an open
3 door and the Union a willingness to enter it.
4

5 **II. Articles that Remained Open for Fact Finding**

6 The following articles were put forth to
7 the Fact Finder:

8 Article 11: Hours of Work and Overtime

9 Article 23: Holiday Pay

10 Article 24: Vacation Pay

11 Article 28: Insurance

12 Article 32: Wages

13 Article 38: Pension Pick-Up

14 Article 41: Lieutenant Promotions

15 Article 47: Duration

16 The parties, to their credit, were able
17 to reach agreement on:

18 Article 23: Holiday Pay

19 Article 24: Vacation Pay

20 Article 38: Pension Pick-Up

21 Article 41: Lieutenant Promotions
22

23 **III. The Four Articles that Remained for the Fact
24 Finder to Decide were:**

25 Article 11: Hours of Work and Overtime

1 Article 28: Insurance

2 Article 32: Wages

3 Article 47: Duration

4 The hearing was held on April 6, 2011,
5 at the City Administration Building, Monroe,
6 Ohio. On that date, additional evidence was
7 presented by both parties.

8 **A. Issue 1: Article 11: Hours of work and**
9 **Overtime**

10 **1. Section 1, Hours of work:**
Paragraph (B)

11 **a. Union Proposal**

12 The Union proposes a reduction in
13 hours from currently fifty-one and
14 eighty-four hundredths (51.84)-hour work week
15 to a fifty (50)-hour work week in Year One
16 (1), to a forty-nine (49)-hour work week in
17 Year Two (2), to a forty-eight (48)-hour work
18 week in Year Three (3).

19 The Union proposes to change the
20 word "twenty-eight (28)" to "fourteen (14)"
21 as it states in the second sentence of
22 Paragraph (B) relating to how many days in
23 the work period.

24 The Union proposes to include in
25 this section of the CBA start and stop times

1 for the firefighters.

2 The Union opposed the City making
3 any changes in Paragraph (E) of this section.
4 It is the last sentence and reads, "The
5 schedule shall be fixed and will not be
6 changed without the agreement of the
7 scheduled Employee twenty-eight (28) days
8 prior to the change." The City proposes to
9 delete this sentence.

10 **b. City Proposal**

11 The City proposed to increase the
12 Union's current hourly work week from
13 fifty-one and eighty-four hundredths
14 (51.84)-hour work week to a fifty-two
15 (52)-hour work week, which takes away one
16 Earned Day Off (EDO) from all employees.

17 The City opposes the Union's offer
18 to change the number of work days in the work
19 period from "twenty-eight (28)" to "fourteen
20 (14)."

21 The City opposes putting start and
22 stop work times in the CBA.

23 The City wants to delete the last
24 sentence at the end of Paragraph (E) of this
25 section that reads, "The schedule shall be

1 fixed and will not be changed without the
2 agreement of the scheduled Employee
3 twenty-eight (28) days prior to the change."

4 **2. Section 2, Overtime:**

5 **a. Paragraph (B) - Union Proposal**

6 The Union opposes deleting at the
7 end of the first sentence, "the Employees'
8 regularly scheduled work day," and replacing
9 it with "212 hours in a 28-day work period."

10 The Union opposes adding language
11 at the end of this paragraph to read,
12 "Overtime hours will be paid at the end of
13 the 28-day cycle."

14 **b. Paragraph (B) - City Proposal**

15 The City wants to delete, as
16 appropriate, and add the above-referenced
17 language.

18 **c. Paragraph (D) - Union Proposal**

19 The Union wants to keep current
20 language pertaining to overtime.

21 **d. Paragraph (D) - City Proposal**

22 The City proposes to delete
23 language in (2)(d) and replace it with,
24 "Hours worked shall be as defined by Section
25 207(K) of the Fair Labor Standards Act, as

1 Amended."

2 **3. Section 3, Earned Days Off**

3 **a. Paragraph (A) - Union Proposal**

4 The Union proposes that Earned
5 Days Off be increased from nine (9) days to
6 thirteen (13) days.

7 The Union prefers to use the terms
8 "Kelly Days" instead of "Earned Days Off."

9 The Union proposes to remove the
10 second sentence of this paragraph referring
11 to a circumstance in which if an Employee
12 does not work all his scheduled shifts, his
13 earned time will be reduced accordingly.

14 **b. Paragraph (B) - Union Proposal**

15 The Union proposes to add "Kelly
16 Days" to the current language of EDOS,
17 starting with this paragraph.

18 The Union wants to remove the
19 language, "at the beginning of each year,"
20 and add, "by December 15th of each preceding
21 year."

22 The Union proposes to remove the
23 third sentence of this paragraph referring to
24 selecting EDOS per round.

25 The Union proposes to remove the

1 last sentence in the first paragraph
2 referring to reducing EDOs proportionately if
3 an Employee does not work all of his
4 scheduled shifts.

5 The Union proposes to remove the
6 language "unless an Employee's EDO balance is
7 less than twenty-four (24) hours."

8 **c. Paragraph (A) - City Proposal**

9 The City proposes a decrease in
10 EDOs from nine (9) to eight (8).

11 **d. Paragraph (B) - City Proposal**

12 The City proposes that all EDOs be
13 chosen after an Employee earns twenty-four
14 (24) hours of EDO time off and prior to the
15 next twenty-four hours earned.

16 The City wants to remove language
17 in this paragraph that allows Employees to
18 select their EDOs at the beginning of the
19 year and before the time of vacation
20 selection.

21 The City also proposes to remove
22 language in this paragraph allowing Employees
23 with greatest seniority to select first
24 throughout the selection process and that
25 Employees shall only select one EDO per

1 round.

2 The City also proposes to remove
3 the last sentence in this paragraph that
4 refers to EDOs selected at the beginning of
5 the year may be reduced proportionately if an
6 Employee does not work all of his scheduled
7 shifts.

8 **e. Paragraph (D) - City Proposal**

9 The City proposes removing the
10 first sentence in this paragraph that states
11 EDOs have to be taken in twenty-four
12 (24)-hour increments, unless an Employee's
13 EDO balance is less than twenty-four (24)
14 hours.

15 **4. Section 5, Miscellaneous:**

16 **Paragraph (A)**

17 **a. Union Proposal**

18 The Union proposes that in Year
19 2011 the hourly rate will be determined by
20 dividing the Employee's annual salary by two
21 thousand six hundred (2,600), in Year 2012 by
22 two thousand five hundred forty-eight
23 (2,548), and in Year 2013 by two thousand
24 four hundred ninety-six (2,496).

25 The Union proposes to remove the

1 last sentence in Paragraph (A) which reads,
2 "Since straight time is already compensated
3 in the salary, the half-time (1/2) method of
4 calculating overtime compensation for each
5 twenty-eight (28)-day work period in
6 accordance with the 29 CFR 778.114 shall be
7 used and paid to each Employee through the
8 compensatory time-off policy described
9 above."

10 **b. City Proposal**

11 The City proposes that the hourly
12 rate be determined by dividing the Employee's
13 annual salary by two thousand seven hundred
14 four (2,704).

15 **Discussion**

16 The City is very concerned about cutting
17 its costs, maintaining flexibility of
18 scheduling, increasing the normal work
19 schedule to fifty-three (53) hours. It is
20 concerned that present streams of income like
21 estate taxes, property taxes, local
22 government funding may greatly decrease. The
23 City forecasts that in the near future its
24 expenditures will exceed its revenues, and
25 any carryover balance in its general fund may

1 be depleted. The City has not been
2 successful in recent attempts to raise funds
3 through public levies. The City proposes to
4 combat these negative economic forces by:

- 5 1. Increasing hours worked;
- 6 2. Decreasing OT rate;
- 7 3. Increasing Employee health insurance
8 contribution;
- 9 4. Decreasing number of earned days off;
- 10 5. Imposing a wage freeze;
- 11 6. Proposing a two-year contract.

12 The Union, on the other hand, is
13 concerned that it not lose any concessions it
14 has gained through the collective bargaining
15 process in past years. The Union also wants
16 to continue to quest for concessions that
17 will keep its members on par with comparable
18 firefighters in its geographic area.

19 Therefore, it is proposing the following:

- 20 1. Decreasing hours worked;
- 21 2. Increasing OT rate;
- 22 3. Freezing health insurance costs to
23 the Employee;
- 24 4. Increasing life insurance costs by
25 the Employee;

1 5. Increasing number of earned days off;

2 6. A wage increase of 15 percent over
3 three years.

4 In today's economic climate, there has
5 to be more cooperation between the parties
6 for the benefit of all. Hours of work is
7 important for the Employee because it impacts
8 upon him/her in relation to number of hours,
9 overtime, number of days off, yearly salary,
10 hours worked in a year, and hourly pay. It
11 is important for the City, because all of
12 these components have a cost. The City is
13 concerned with reducing and containing its
14 costs, and the Union is concerned that its
15 members keep pace with its comparables. It
16 is concerned that its labor benefits
17 increase, if possible, and its member
18 benefits and income keep up with the cost of
19 living. In today's national, state, and
20 local economic situation, there must be
21 compromise in some instances, just to stay
22 even. The national economic recession is
23 impacting even upper middle class cities,
24 such as Monroe, Ohio. Such cities cannot
25 survive on deficits such as our federal

1 government.

2 It is a task for such cities to
3 necessarily pull the economic strings in such
4 a way as to not create labor discontent in
5 the ranks of city employees. Even in the
6 economic downtimes, Monroe, Ohio is a vibrant
7 community, a desirable place to live, go to
8 school, work, to pursue a business, and to
9 purchase a home. The firefighting unit is a
10 very important component of the safety of the
11 citizens and businesses of Monroe. They have
12 proven themselves as demonstrating the
13 highest level of professionalism in recent
14 years. The City, likewise, has rewarded them
15 in recent years with wage increases, life
16 insurance, health insurance, pension plan,
17 and excellent working environment. The Fact
18 Finder is thus charged with recommending not
19 only a fair, but an equitable solution to the
20 impasses at hand.

21 **Recommendation**

22 . **Article 11: Hours of Work, Section 1,**
23 **Paragraph (B)**

24 The hours of work shall remain at
25 fifty-one and eighty-four hundredths (51.84)

1 hours per work week.

2 The number of days in the work period
3 shall remain at twenty-eight (28) days.

4 The CBA shall make no reference to start
5 and stop times for Employees who are
6 firefighters.

7 Paragraph (E) shall remain the language
8 currently in the CBA, "The schedule shall be
9 fixed and will not be changed without the
10 agreement of the scheduled Employee
11 twenty-eight (28) days prior to the change."

12 **Article 11: Hours of Work, Section 2**
13 **Paragraph (B)**

14 (b) "An Employee who is assigned to a
15 platoon will receive overtime compensation
16 for all hours worked in excess of 212 hours
17 in a 28-day work period. The overtime rate
18 shall be one and one-half time (1-1/2) the
19 Employee's normal hourly rate of pay."

20 **Article 11: Hours of Work,**
21 **Section 2: Overtime, Paragraph (D)**

22 (d) "Hours worked shall be as defined by
23 Section 207(K) of the Fair Labor Standards
24 Act, as Amended."

25

1 **Article 11: Hours of Work,**
2 **Section 3: Earned Days Off,**
3 **Paragraph (A)**

4 This paragraph shall remain the current
5 language with one small change. The word
6 "shift" in the last sentence shall be
7 substituted with the word "platoon."

8 The number of EDOs per year shall remain
9 at nine (9) and will continue to be known as
10 "Earned Days Off."

11 **Article 11: Hours of Work,**
12 **Section 3: Earned Days Off,**
13 **Paragraph (B)**

14 This paragraph shall be modified to
15 read: "All EDOs will be chosen by the
16 Employee by December 15th of each preceding
17 year, subject to the approval of the Fire
18 Chief, in the order of seniority before the
19 time of vacation selections; greatest
20 seniority first, throughout the EDO selection
21 process. At no time shall the scheduling of
22 EDOs and/or vacations cause the staffing
23 level to drop below the minimum established
24 by the Fire Chief."

25 **Article 11: Hours of Work,**
 Section 3: Earned Days Off,
 Paragraph (D)

 The first sentence in this paragraph

1 shall be deleted. The paragraph shall read:
2 "An Employee transferred from one shift to
3 another shall meet with the Fire Chief once
4 the transfer has been announced to select his
5 or her EDOs, subject to the approval of the
6 Fire Chief. EDO selection shall be based on
7 available open days only."

8 **Article 11: Hours of Work,**
9 **Section 5: Miscellaneous, Paragraph (A)**

10 The hourly rate will continue to be
11 determined by dividing the Employee's annual
12 salary by two thousand six hundred ninety-six
13 (2,696). Therefore, this paragraph will
14 remain as in the most recent CBA, current
15 language. No change.

16 **B. Issue 2: Article 28: Insurance**

17 **1. Health and Dental Insurance**
18 **Premiums: Paragraph (B)**

19 **a. Union Proposal**

20 The Union proposes to freeze the
21 current practice of paying fourteen
22 (14) percent of the monthly premiums for
23 single and family health coverage. The Union
24 also proposes to cap the Employee's share of
25 the deductible at \$1,000 for a single

1 deductible and \$2,000 for a family
2 deductible. This is the deductible amount
3 currently being paid by Union and non-Union
4 Employees.

5 The Union proposes to increase the
6 amount of Group Life Insurance from \$25,000
7 to an amount equal to an Employee's annual
8 salary.

9 The Union proposes to change the
10 current practice of only allowing Employees
11 to place \$3,000 per year in the City's
12 Flexible Spending Account (FSA). The Union
13 proposes using IRS guidelines as to what the
14 maximum yearly contribution may be.

15 The Union proposes to allow any
16 Employee to have the option of an FSA account
17 or an HSA account.

18 **b. City Proposal**

19 The Employer proposes increasing
20 Employee's health premiums from fourteen (14)
21 percent to sixteen (16) percent in 2011, to
22 eighteen (18) percent in 2012, to twenty (20)
23 percent in 2013.

24 The Employer proposes that
25 Employee spouses who are employed elsewhere

1 and who have access to health insurance
2 coverage through their employer will be
3 required to enroll in their employer's health
4 insurance plan.

5 **Discussion**

6 Health insurance premiums continue to be
7 a hot item at the collective bargaining
8 table. The reason being is that health
9 insurance premiums are commanding increased
10 weight in expenses and expenditures. It is
11 commonplace in today's world of work for
12 Employees to contribute to the cost of health
13 insurance. While Employers have always borne
14 this major cost, they increasingly are asking
15 Employees to increase their share. While
16 Employees recognize that the days of an
17 Employer footing 100 percent of health
18 insurance premiums are over, they still are
19 reluctant to have their participation
20 increased.

21 Employers have made it very clear that
22 they expect Employees to share in the
23 ever-rising costs of healthcare. The City
24 wants to increase Employee share of premiums
25 to 20 percent through 2013. Currently, it is

1 at 14 percent. The Union wants to stay at
2 14 percent and cites a SERB Report on the
3 Cost of Health Insurance on cities under
4 25,000 population as 8.4 percent average.

5 The Union reports that premiums have
6 increased over 75 percent during the course
7 of the last contract. The City proposes that
8 spouses of Employees who have a health plan
9 where they work, purchase health coverage
10 there. The Union also proposes to cap the
11 Employee's share of the deductible at \$1,000
12 for a single deductible and \$2,000 for a
13 family deductible. The Union further
14 proposes annual salary Group Life Insurance
15 on each Employee instead of the current
16 coverage of \$25,000. On the City's flexible
17 savings account, the Union proposes using IRS
18 maximum guidelines for any year.

19 The Union proposes that Employees be
20 given a choice of an HSA or FSA account. The
21 City relates that its proposal on premiums is
22 consistent with its treatment of other
23 Employees. On January 1, 2011, all
24 nonorganized Employees began paying
25 16 percent premium share, except for

1 highly-compensated Employees, who are paying
2 more.

3 **Recommendations**

4 **Article 28: Insurance**

5 **Add Section 7: City Language:**

6 "Effective January 1, 2011, Employee's
7 spouses who are employed elsewhere and who
8 have access to health insurance coverage
9 through their Employer will be required to
10 enroll in their Employer's health insurance
11 plan for single coverage at the next
12 available date/open period for their
13 Employer's plan."

14 **Section 2: Health and Dental Care** 15 **Insurance Premiums**

16 Employee Group Health Insurance and
17 dental care premiums for Year 2011 shall
18 remain at 14 percent. Year 2012 premiums
19 shall increase to 15 percent. Year 2013
20 premiums shall increase to 17 percent.

21 The amount of Employee Group Life
22 Insurance shall remain at \$25,000 death
23 benefit.
24
25

1 **Health Insurance, Single and Family**
2 **Deductible.**

3 For contract years 2011, 2012, and 2013,
4 maximum premiums for single deductible health
5 insurance shall remain at \$1,000 toward a
6 \$2,000 single deductible and \$2,000 toward
7 \$4,000 family deductible plan.

8 The City currently caps annual
9 contributions to the Employee FSA at \$3,000.
10 The Union proposes to give each Employee the
11 choice on the amount to contribute each year.
12 The Union points out that since the
13 deductible currently is \$2,000, this
14 minimizes the benefit of an FSA for
15 Employees. The recommendation is that the
16 amount an Employee can place in an FSA
17 account be increased from \$3,000 to \$4,500
18 annually, provided the plan permits. It must
19 be noted that there are no limits that one or
20 their Employer can contribute to an FSA
21 account. However, the health plan documents
22 must prescribe either a maximum dollar amount
23 or maximum percentage of compensation that
24 can be contributed to a health FSA.

25 The Union request for Employees to have

1 the option to have a choice of an FSA or HSA
2 account must be declined because of
3 insufficient evidence on cost.

4 **C. Issue 3: Article 32: Wages**

5 **1. Wages**

6 **Discussion**

7 The Union had proposed a 15 percent
8 increase in wages spread evenly over three
9 (3) years (5 percent, 5 percent, 5 percent)
10 for years 2011, 2012, and 2013.

11 The City proposed a two-year contract of
12 0 (zero) percent in 2011, 2 percent in 2012,
13 and a wage reopener in 2013.

14 **Recommendation**

15 The Fact Finder recommends current
16 contract language, except for the following
17 wage increase schedule of 6 percent total
18 over three years:

19 2011: 0 (zero) percent

20 2012: 3 percent

21 2013: 3 percent

22 **D. Issue 4: Article 47: Duration**

23 **1. Duration**

24 **a. Union Proposal**

25 A three-year contract effective

1 January 1, 2011, to December 22, 2013,
2 consisting of 26 pay periods per year.

3 **b. City Proposal**

4 The City desires a three-year
5 contract with a wage reopener after
6 December 31, 2012.

7 **Recommendation**

8 This Collective Bargaining Agreement
9 shall be for three years and cover the period
10 from January 1, 2011, to December 31, 2013.
11 Therefore, the contract applies retroactively
12 to January 1, 2011. Pay periods will be as
13 per current contract.

14
15 **CONCLUSION**

16 It is hoped that these recommendations
17 will be accepted in shared spirit of
18 cooperation.

19
20 **Informational Addendum**

21 Mention was made of Ohio Senate Bill 5,
22 which was signed into law by Ohio Governor
23 John Kasich on March 31, 2011. However, the
24 bill is not operative as Ohio law permits
25 labor interests and those who are opposed to

1 the bill to call for a referendum to put the
2 issue on Ohio's November ballot. The
3 Governor is quoted as saying that, "This bill
4 ... does not cut anybody's salary ... does
5 not take away anybody's pension ... does not
6 destroy anybody's health care." The Ohio
7 bill does prevent Unions from negotiating
8 wages, but not health care, sick time, or
9 pension benefits. The bill also eliminates
10 automatic pay increases and bans strikes.
11 The law applies to teachers, nurses, and
12 other government workers, including police
13 and firefighters, who were exempt in a
14 similar bill passed in Wisconsin. That bill
15 passed into law in March of 2011, eliminated
16 most of that state's workers' collective
17 bargaining rights and cut their pay.
18 Opponents of this bill have filed lawsuits,
19 and it's anticipated that the issue could go
20 all the way to the Wisconsin Supreme Court.

21 Under the Ohio plan, police and
22 firefighters won't be able to bargain with
23 cities over the number of people required to
24 be on duty, such as staff in fire trucks or
25 police cars, for instance. Ohio state

1 lawmakers did make last-minute changes to the
2 law that allow police and fire officials to
3 bargain for vests, shields, and other safety
4 gear.

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7 _____
8 M. James Abernathy
9 Fact Finder
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