

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

IN THE MATER OF FACT FINDING BETWEEN:

| | | |
|---|---|----------------------------------|
| West Chester Township | : | Case. No. 11-MED-10-1549 |
| Employer | : | Date of Hearing: March 28, 2012 |
| | : | Date of Report: April 20, 2012 |
| and | : | |
| | : | |
| West Chester Professional Firefighters IAFF Local 3518 | : | Sherrie J. Passmore, Fact Finder |
| | : | |
| Employee Organization | : | |

FACT FINDER'S REPORT AND RECOMMENDATIONS

APPEARANCES:

For West Chester Township:

Donald L. Crain, Chief Spokesperson, Law Director, Frost, Brown Todd
Alexander L. Ewing, Frost Brown Todd
Judith C. Boyko, Township Administrator
Anthony Goller, Fire Chief
Mike Mayes, Assistant Fire Chief
Rick Prinz, Assistant Fire Chief
Kelly Mayer, Captain
Bill Borneman, Captain
Kenneth Keim, Finance & IT Director

For West Chester Professional Firefighters, IAFF Local 3518:

David M. Cook, Attorney, Cook Portune & Logothetis
Jeffrey Moore, Union President
Mike Detherage, Union Secretary/Treasurer
Rodney Parrett, Negotiations Member
Jeff Edrington, Negotiations Member
Tim Ludwig, Negotiations Member

INTRODUCTION

Case Background

This case is a fact-finding proceeding between West Chester Township (Township or Employer) and West Chester Professional Firefighters, IAFF Local 3518 (IAFF or Union). On February 13, 2012, the State Employment Relations Board (SERB) appointed Sherrie J. Passmore as the Fact Finder.

By agreement of the parties, a fact-finding hearing was held on March 28, 2012, 9:00 A.M., at the West Chester Township Hall located at 9113 Cincinnati-Dayton Rd., West Chester, Oh 45069. Both parties submitted the required pre-hearing statements in a timely manner. At the hearing, the Employer was represented by Donald L. Crain, Township Law Director and Frost Brown Todd. Representing the Union was David L. Cook, Cook Portune & Logothetis. At the conclusion of the hearing, the parties agreed that the Fact Finder would issue her report on April 20, 2012.

On the day of the hearing, a good faith effort was made to resolve the remaining issues through mediation. As a result, the parties reached consensus on a number of issues. The parties presented evidence and arguments in support of their positions on the open issues. Numerous exhibits and Pre-hearing Statements were submitted. By agreement of the parties, the Union submitted a Supplemental Position Statement on specified issues on April 4 the Employer filed a Response on April 6, and the parties submitted joint language proposals on April 6. The parties agreed that the Fact Finder in making her report and recommendations could also consider discussions and information provided during mediation.

The parties agreed to submit the open issues identified below to the Fact Finder to be addressed in her report and recommendations. All other open issues were dropped.

- Article 19 – Wages
- Article 20 – Welfare/ Insurance
- Articles 12, 13, and 14 – Paid Leave Provisions
- Article 17 – Hours of Work and Overtime
- Article 18 – Temporary Disability / “4-Off Rule”
- Article 19 – Longevity / Final Year of Service
- Article 19 – Lieutenant Promotions / Years of Service

Description of the Employer

The Employer is West Chester Township, a limited home rule township. Three elected trustees and an elected fiscal officer govern the Township. An administrator appointed by the Trustees manages day-to-day operations. The Township is one of the largest in Ohio with a population of over 60,000 and is situated in the southeast corner of Butler County.

Description of the Bargaining Unit

The bargaining unit consists of all career firefighters and lieutenants employed by the Township. Currently, there are 42 career firefighters and 15 lieutenants, for a total of 57 bargaining unit employees. Bargaining unit duties include fire prevention and suppression services, paramedic and hazardous materials services, and transport and related services for Township citizens and businesses. Support is also provided to surrounding townships and municipalities when required.

History of Bargaining

The Township and IAFF have a long bargaining history dating back many years. The last agreement negotiated by the parties was effective January 1, 2009 through December 31, 2011. The parties entered into negotiations for a successor agreement and met on multiple occasions throughout December 2011 and January 2012. Negotiations included three sessions with an FMCS mediator. A tentative agreement has been reached on all issues, except the unresolved issues identified above and addressed below.

OPEN ISSUES

Each unresolved issue will be addressed, but some of the issues will be grouped together because the issues are interrelated. A brief summary of the positions of the parties will be provided on each issue, followed by a discussion and the recommendation of the Fact Finder.

In making these recommendations, consideration was given to all relevant information provided by the parties and the factors set forth in Ohio Revised Code 4117.14(G)(7)(a) to (f):

- Past collectively bargained agreements between the parties;
- Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employers doing comparable work, giving consideration to factors peculiar to the area and the classification involved;
- Interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect on the normal standards of public service;
- Lawful authority of the public employer;

- Stipulations of the parties; and,
- Such other factors, not limited to those above, which are normally or traditionally taken into consideration.

Article 20 – Wages

Position of the Union

The Union proposes a 3% increase in 2012, a 3% increase in 2013, and a 3% increase in 2014. The Union is willing to forego a wage increase in the last two years of the contract in exchange for a phased in reduction of the work week as further explained below.

The Union views these wages increases as reasonable and affordable because the Township “enjoys economic good health.” In support of its position, the Union points to fund balances. According to the Township’s 2012 Operational Budget, the Fire & EMS Fund has a balance of \$15,872,164. An IAFF financial analysis of the Township through FY10 notes that the General Fund balance has increased 25.1% since FY07 and the Fire and EMS Fund balance has more than doubled. The analysis also notes, “all governmental funds have positive asset to liability ratios, high cash balances, and positive fund balances.” It concludes, “Overall, West Chester appears to be in excellent financial shape.” As further evidence of financial health, the Union points out that the Township has received a Aaa bond rating from Moody’s. The Union also submits numerous pieces of Township literature and items on its website portraying West Chester as a thriving, prosperous township, which has experienced record growth and development.

The Union argues that historical wage increases as well as the wages of internal and external comparables support its position. Firefighters have been given 3% increases annually since 2000. In September 2011, the Township bargained increases with the Police of 3%-3%-2.5% from 2010 to 2013. Increases of 3% to 4% were approved for non-bargaining unit employees in 2011 and 2012. For external wage comparisons, the Union relies on cities and townships in the Greater Cincinnati - Dayton area with populations over 19,000. These comparisons show the average West Chester firefighter's salary is only slightly above the median firefighter's salary for those jurisdictions. (Median calculated by excluding the lowest and highest of the 20 jurisdictions surveyed). The Union also points out that Social Security recipients were given a 3.6% increase effective January 1, 2012.

Position of the Employer

The Township proposes the following wage increase for each year of the successor agreement: 0% in 2012, 1% in 2013, and 2% in 2014. In addition, the Township seeks to add one step to the firefighter pay scale for new hires and adopt a new pay scale for newly promoted lieutenants. The Township argues these wage increases are reasonable in light of the Township's current financial condition.

Although the Township's financial condition is relatively stable, the Township is concerned about incurring substantial additional costs at this time. The economic future is uncertain and the recession has demonstrated the need for public employers to exercise fiscal restraint even in good years in order to be ready for bad years.

The Township is primarily funded by property taxes and the only significant source of funding for the Fire Department is a fire tax levy passed in 2006. Due to lack of support for recent local school district levies, the Township is concerned that a new fire levy would be difficult to pass. Therefore its goal is to keep the current levy as long as possible.

Significant decreases in revenue are also a concern. State funding has been eliminated or substantially reduced. Property values have dropped dramatically in areas in and around West Chester. Compounding the problem, once property values are lowered, the rate at which the levy collects revenue is reduced and by law can never be increased during the life of the levy. As a result, even if property values recover, the levy rate will not increase.

Although the Township has a healthy reserve in the fire levy fund, the fund is at its current level because the Township anticipates operating and staffing a new fire station within the next five to seven years. The annual cost of operating and staffing the new fire station will significantly reduce the reserve balance. Factoring in these costs and decreased revenues, the Township projects the fire levy fund will have a negative balance in 2016 even if its wages proposal is awarded.

The Township views wage increases in excess of its proposal as unjustified. The Township's fire bargaining unit employees are currently at or near the top of wages when compared to similar jurisdictions. In many jurisdictions throughout Ohio, multiple cost savings measures are being implemented, including wage freezes. Compared to employee groups within the Township, the firefighters fare well.

Discussion and Recommendation

The parties presented considerable evidence about the financial state of the Township and the economy in general, particularly in the local area and Ohio. While many townships and other jurisdictions in the local area and throughout Ohio have struggled to balance their budgets over the past several years, West Chester Township has fared relatively well.

Despite tough economic times in general, ability to pay is not an issue for this Township. As a result of excellent management and having a strategic geographical location, the Township has amassed a sizeable reserve in both its General Fund and Fire Fund. The Township's projection that reserves will be exhausted by 2016 is based on the assumption that revenues will continue to be flat and that it may be required to operate and staff a new fire station in the near future. These assumptions appear to be inconsistent. The need for a new station in the future is based on anticipated development, which certainly bodes well for the Township's tax base. Should that development not occur in the next few years, reserve funds will not be needed for a new station and the Township will be able to afford reasonable wage increases without significantly depleting its reserves or the need to seek a new levy.

Based on differences in economic circumstances, internal comparables are more instructive in this case than external comparables. In the summer of 2011 and September 2011, the Township approved 3 % raises in 2011 to 2012 for other Township employees. Notably though, Police were given only a 2.5% increase in the

third year of their contract, effective 10/5/12. Treating employees consistently under similar circumstances is in the public interest.

Even though the Township has the ability to pay reasonable wage increases, the need to exercise more fiscal caution in light of lessons of the past several years is also in the best interest of the public. Although West Chester is in good economic health, it is undeniable that it has experienced significant revenue losses. Some of those losses came after the Township approved 2011-2012 raises for other employees (e.g., decrease in levy revenue as result of County Auditor's property value update released the end of 2011). Under these circumstances, it is not reasonable to continue giving the types of raise traditionally given in the past. What was reasonable in the past may not be so today.

Balancing the Township's need for fiscal responsibility with a fair wage increase and concerns of internal consistency and parity, I make the recommendation below.

Recommendation: The Fact Finder recommends an increase of 2.5% in each year of the Contract and that Article 19, Section 1, read as follows:

ARTICLE 19

Wages and Promotions

1.

(a) **Career Firefighter:**

Beginning on the effective date of this Agreement, hiring dates and rates of pay for Employees shall be in accordance with the following schedule reflective of a ~~3.0%~~ 2.5% across the board wage increase effective on the pay period beginning nearest to January 1, ~~2009, 2010 and 2011,~~ 2012, 2013, and 2014, subject to the conditions set forth in paragraph 2, below:

| 2009 <u>2012</u> (Career Firefighter/Paramedic Payscale) | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|---|--------|--------|--------|--------|--------|--------|
| Annual Base | | | | | | |
| Bi-Weekly | | | | | | |
| Hourly Wage Based on 52 hr/week | | | | | | |
| OT Hourly Wage Based on 52 hr/week | | | | | | |

| 2010 <u>2013</u> (Career Firefighter/Paramedic Payscale) | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|---|--------|--------|--------|--------|--------|--------|
| Annual Base | | | | | | |
| Bi-Weekly | | | | | | |
| Hourly Wage Based on 52 hr/week | | | | | | |
| OT Hourly Wage Based on 52 hr/week | | | | | | |

| 2011 <u>2014</u> (Career Firefighter/Paramedic Payscale) | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|---|--------|--------|--------|--------|--------|--------|
| Annual Base | | | | | | |
| Bi-Weekly | | | | | | |
| Hourly Wage Based on 52 hr/week | | | | | | |
| OT Hourly Wage Based on 52 hr/week | | | | | | |

Conversion for the wage of the forty-two and one-half (42-½) workweek will be calculated by taking the bi-weekly wage and dividing by 85 hours.

- (b) **Career Lieutenant:** Any full-time Firefighter who, ~~at any time~~ during his service with the West Chester Fire Department, ~~achieves the rank of Lieutenant,~~ shall receive compensation according to the pay scale at Step 1, effective the date of the promotion.

Any step increase shall then occur on the anniversary date of the promotion, not the anniversary date of employment, during the first full pay period of which the anniversary date occurs, provided such employee receives a satisfactory evaluation.

Effective the first day of the first full pay period beginning nearest to January 1, ~~2009, 2010, 2011~~2012, 2013, and 2014 and for the

following years Lieutenants be compensated as follows (schedule reflective of ~~3% increases~~2.5% increases):

| 2009 <u>2012</u> (Career Lieutenant Payscale) | Step 1 | Step 2 | Step 3 |
|--|--------|--------|--------|
| Annual Base | | | |
| | | | |
| Bi-Weekly | | | |
| | | | |
| Hourly Wage Based on 52 hr/week | | | |
| OT Hourly Wage Based on 52 hr/week | | | |

| 2010 <u>2013</u> (Career Lieutenant Payscale) | Step 1 | Step 2 | Step 3 |
|--|--------|--------|--------|
| Annual Base | | | |
| | | | |
| Bi-Weekly | | | |
| | | | |
| Hourly Wage Based on 52 hr/week | | | |
| OT Hourly Wage Based on 52 hr/week | | | |

| 2011 <u>2014</u> (Career Lieutenant Payscale) | Step 1 | Step 2 | Step 3 |
|--|--------|--------|--------|
| Annual Base | | | |
| | | | |
| Bi-Weekly | | | |
| | | | |
| Hourly Wage Based on 52 hr/week | | | |
| OT Hourly Wage Based on 52 hr/week | | | |

Article 20 – Insurance

Position of the Employer

The Township seeks a number of changes in insurance to address rising health insurance costs: health insurance premium increases, a buy-up plan, “meet and confer” language, self insurance, and for new employees, not providing health insurance to spouses unless a spouse is not eligible for other health insurance.

The Township proposes to increase bargaining unit members' health insurance premium shares by one percent in each year of the contract, i.e., 13% in 2012, 14% in 2013, and 15% in 2014. In support of its proposal, the Township points to internal and external comparables. All Township employees pay at least 12% insurance premium shares. The police union recently agreed to increase premium shares to 13% in 2013. Non-union employee premium shares will increase in the near future in accordance with the health insurance premium shares paid by the Township's unionized employee units. The comparison chart submitted by the Township shows insurance premium shares have increased to 15% in Green Township, City of Hamilton, City of Fairfield, and Colerain Township. Many other jurisdictions have also increased premium shares.

The Township also proposes a buy-up plan. Under this proposal, employees selecting the Elective Plan would be required to pay the difference between the premium costs of the Elective Plan and the Basic Plan. The Basic Plan is the most cost effective plan but still provides adequate health care coverage. By contrast, the Elective Plan is increasingly expensive. The Township argues the additional benefits under the Elective Plan do not outweigh the increased cost. The purpose of the buy-up plan is to share the burden of these increased costs with employees who actually use the Elective Plan. The buy-up plan will encourage employees to choose the most cost-effective insurance plan available.

Another Township insurance proposal is to put language in the contract to clarify that the Township is required to meet and confer with the Union before changing insurance plan composition, but that agreement is not required. Changing

insurance plans and providers on occasion is not uncommon and is necessary to keep costs down. However, due to the varied nature of plans, it is virtually impossible to change plans and provide identical coverage to employees. By requiring agreement with the Union before changing insurance coverage, the Township's ability to explore more cost-effective insurance plans is greatly diminished. This harms not only the Township, but also the employees, who will pay higher and higher premiums to maintain current coverage.

Language is also proposed by the Township to enable it to provide a comparable insurance plan on a self-insured basis. The proposed language identifies how premium shares will be calculated and applied. Self-insurance is yet another tool the Township can use to reduce insurance costs.

The last cost savings measure proposed by the Township is that health insurance not be provided for the spouses of new employees if a spouse is eligible for other health insurance. The Employer reasons that the purpose of offering spousal or family coverage is to ensure family members are able to obtain coverage. This purpose is not served where other coverage is available, and therefore the proposal is reasonable in light of rising health insurance costs. The Employer represents that this requirement already applies to non-contract employees who are newly hired effective January 1, 2009.

Position of the Union:

The IAFF does not oppose an increase in its members' contributions to health care coverage, but does not want to be treated less favorably than non-contract employees in the Township. The share currently paid by its members is 12%. The Union proposes an increase in bargaining unit members' health insurance premium shares to the lesser of 13%-14%-15% over the three years of the agreement or the percentage actually paid by non-contract Township employees.

In the interest of reducing health insurance costs, the IAFF does not oppose limiting spousal coverage for new employees. The Union does object to the Employer's wording of this proposal. The proposal requires that a new employee "demonstrate no proof of coverage" to obtain insurance for a spouse. This language requires the employee to prove a negative. The Union also objects to waiving spousal coverage in situations where spouses are self-employed and could obtain individual coverage or are able to obtain COBRA through a former employer. As with health insurance premiums, the Union does not want to be treated less favorably than non-contract employees in the Township. In response to inquiries to the Township, the Union has been told that when a new non-contract employee seeks spousal coverage, they are only asked if the spouse has coverage through an employer.

The Union also offered several insurance proposals of its own. For employees who select the HSA option, the Union proposes the Township be required to deposit 50% of the selected HSA contribution into the account no later than the last January

pay period. The Union argues this would give employees greater access to the account for “first of the year” deductibles and co-pays.

The IAFF also seeks to increase the value to employees of the health care buy-out where the employee opts for alternate coverage not provided by the Township. This proposal is graduated, increasing by \$400 in each year of the contract. The Union views this proposal as reflecting “the economic realities of the savings enjoyed by the Township when an employee accepts the buy-out.”

Discussion and Recommendation

Health insurance has become one of the most expensive benefits provided by employers. With health insurance costs rising dramatically, both public and private employees have been sharing more of those costs. The Township proposes gradually increasing IAFF members’ share of premiums to 15% over the three year contract. The Union does not object to those increases as long as the same increases are implemented for non-contract employees. The Employer represents that non-contract employee premium shares will increase too. Since this is the Employer’s intent and as a matter of fairness and consistency, it is reasonable to tie any increases to those required of non-contract employees as proposed by the Union.

The Township is to be commended for continuing to seek ways to keep rising insurance costs down. This benefits the Township, its employees and the public. The Employer’s buy-up plan, meet and confer language, and self-insurance language are examples of those efforts. The Union fears those proposals could lead to a “cut-rate” basic plan and could force its members into the basic plan because of the cost differential. While the Employer has clearly indicated that is not its intent, the

Union's concerns are understandable. Based on those concerns and the limited information available about these Employer proposals, this Fact Finder is reluctant to recommend such changes.

The Employer's proposal to limit spousal insurance for new employees is also aimed at controlling escalating health insurance costs. The Union shares that goal but raised legitimate concerns. On the day of the hearing the parties agreed to the Employer's spousal coverage proposal subject to adding language specifying the certification that a new employee would be required to make to obtain coverage for a spouse. The parties ultimately could not agree on the scope of the certification language and submitted separate proposals. Under the Employer's proposal, a new employee would be required to certify, "The employee's spouse is not eligible for insurance coverage from the spouse's employer, pension, or Medicare." The Union proposes limiting the certification to not being eligible for coverage from the spouse's employer because discussions and arguments surrounding this proposal all related to insurance through employment; also because it believes new non-contract employees are only asked about employer insurance when seeking spousal coverage.

Both certification proposals serve to clarify the "proof" required to obtain spousal coverage. Likewise, both eliminate the Union's concerns that a spouse who is self employed or eligible for COBRA could not get Township coverage.

Even though coverage through a pension or Medicare was not specifically discussed, not providing insurance to a new employee spouse eligible for coverage through those sources is consistent with the spirit and purpose, as well as language

of the Township's initial proposal. Defining all of the sources of insurance that should make an employee ineligible for insurance occurred as a result of these negotiations. It is reasonable to expect that any definitions developed through these negotiations will be implemented for non-contract employees.

Balancing the interests of controlling health insurance costs and ensuring that employee spouses have access to coverage, I find those interests are best served by the certification language proposed by the Employer.

The Union's proposal to front load HSAs by a fixed contractual percentage would expose the Township to an unknown financial obligation since deductibles could rise significantly in the future. Based on this concern and the wage increases recommended above, I cannot recommend this proposal. Similarly, in view of wages increases and economic circumstances, I cannot recommend an increased buy-out payment.

Recommendation: The Fact Finder recommends that,

- 1) Bargaining unit members' health insurance premium shares be increased to the lesser of 13%-14%-15% through the three years of the Agreement or the percentage actually paid by non-contract Township employees;
- 2) The Township maintain HSA funding at levels in effect as of January 1, 2012;
- 3) Any plan offered to non-contract employees or another bargaining unit be offered to IAFF bargaining unit employees;
- 4) Health insurance coverage for spouses of new employees be provided on certification by the employee that "the employee's spouse is not eligible for insurance coverage from the spouse's employer, pension, or Medicare";

5) Article 20, Welfare read as follows:

ARTICLE 20

Welfare

1. The Township will provide bargaining unit Employees with the same health insurance options enjoyed by other Township employees throughout the term of this Agreement from a carrier of its choice.
 - (a) Insurance coverage disputes are to be resolved exclusively by the insurance carriers or plan administrator.
 - (b) The President of the IAFF (or his/her designee) and up to two (2) members as selected by the President, will be present and participate in all health care committee meetings to review and recommend health care insurance. The Health Care Committee will meet as often and as necessary to facilitate in a timely fashion all information and cost as needed to maximize the value to employees and cost effectiveness of health plan redesign.
 - (c) In the event that escalations in major medical insurance premium costs exceed the ability of the Employees to continue to make the required premium or co-payments, the Employer and covered Employees will ~~discuss and, upon mutual agreement,~~ consider adjustments to deductibles, co-pays, and coverage levels in an effort to contain costs for both the Employees and the Employer. ~~Any such agreements will be reduced to writing, signed by both parties and maintained as a record of the current coverage level for purposes of this Agreement.~~

2. The Township will provide health insurance for all full-time Employees in the form of plan options: Basic Plan, an elective Plan, and/or a health savings account (HSA). Employees who wish to participate in a Township health insurance program are required to pay for such coverage via a pre-tax reduction plan through contributions equal to the following:
 - (a) Basic Plan: The Employee shall pay an amount equal to ~~10% effective 1/1/09, 10% effective 1/1/10 and 12% effective 1/1/11.~~ the lesser of 13% or that percentage assessed to non-contractual Township employees, effective 1/1/2012; the lesser of 14% or that percentage assessed to non-contractual Township employees, effective 1/1/2013; and the lesser of 15% or that percentage assessed to non-contractual Township employees, effective 1/1/2014. of the premiums and premium equivalents including but not limited to any HRA reimbursement ~~(the HRA reimbursement benefit ends effective 1/1/10)~~ or fees owed by the Township to participate in the program, rounded to the nearest tenth of a dollar; or
 - (b) Elective Plan: The Employee has the option to participate in an Elective Plan by paying an amount equal to ~~10% effective 1/1/09, 10% effective 1/1/10 and 12% effective 1/1/11.~~ the lesser of 13% or that percentage assessed to non-contractual Township employees, effective 1/1/2012; the lesser of 14% or that percentage assessed to non-contractual Township employees, effective 1/1/2013; and the

lesser of 15% or that percentage assessed to non-contractual Township employees, effective 1/1/2014, of the premiums and premium equivalents including but not limited to any HRA reimbursement (the HRA reimbursement benefit ends effective 1/1/10) or fees owed by the Township to participate in the program. If no Basic Plan is offered, the Employee's contribution is the percent above listed; or

(c) Health Savings Account (HSA): The Employee has the option to participate in a Health Saving Account and pay an amount equal to ~~10% effective 1/1/09, 10% effective 1/1/10 and 12% effective 1/1/11.~~ the lesser of 13% or that percentage assessed to non-contractual Township employees, effective 1/1/2012; the lesser of 14% or that percentage assessed to non-contractual Township employees, effective 1/1/2013; and the lesser of 15% or that percentage assessed to non-contractual Township employees, effective 1/1/2014, of the premiums and premium equivalents including but not limited to any HRA reimbursement-of the monthly premiums and monthly premium equivalents including but not limited to a HRA reimbursement ~~(the HRA reimbursement benefit ends effective 1/1/10)~~ or fees owed by the Township to participate in the program, rounded to the nearest tenth of a dollar. The Township shall maintain the HSA funding in effect as of January 1, 2012 until December 31, 2014, or until the parties reach a successor agreement, whichever occurs last.

(d) The Township is under no obligation to offer or meet the current level of benefit for the Basic Plan or the HSA, or to provide the Basic or HSA plans in any subsequent year.

(e) The Township shall offer any health insurance plan to the bargaining unit members that is offered to non-contract employees or another bargaining unit.

~~(e) — It is understood that the Elective Plan, or its equivalent, will change from a National POS 100% in-network, 70% out-of-network plan to a 90% in-network, 60% out-of-network plan, effective January 1, 2011, or an equivalent plan depending on plan renewal options offered by the carrier.~~

3. From time to time, and at its discretion, the Township may provide to bargaining unit members, additional supplemental health and welfare benefits or incentives generally afforded to other Township employees that are not specifically delineated in this Agreement. It is recognized that such allowances and incentives are provided apart from this Agreement at the sole discretion of the Township for whatever period of time the Township deems appropriate.
4. The Employer, at its option, may self-insure certain benefits and will provide general liability insurance coverage for Employees acting in good faith, within the scope of their official duties as assigned by the Township.
5. Any Employee may decline health care coverage and, upon proof of coverage elsewhere, receive a one thousand two hundred dollar (\$1,200.00) allotment to waive health care coverage payable on or before the last regular payroll in December of that year for a full year of such waived coverage or a pro-rated amount on a monthly basis if less than one (1) year. This monetary allotment is only payable to those Employees that are not carried on the Township's health care plan in any form.

6. During the term of this Agreement, the Employer will continue to provide forty thousand dollars (\$40,000.00) in term life insurance for each Employee and Accident & Sickness Coverage at the levels provided on the effective date of this Agreement, so long as said coverage remains available to the Employer at a reasonable cost. The Employer will notify affected Employees if a decision is made to discontinue any such coverage.
7. Employees who serve on a Hazardous Materials Team on behalf of the Township shall be given biannual medical examinations at no cost to the Employee.
8. There shall be a joint Township inter-departmental Safety and Health Committee (Risk Management Committee) established under the sponsorship of the Township Administration. The Fire Department will have one representative on this committee appointed by the Fire Chief. In addition, one representative will be appointed by the Union to sit on this committee. The committee member assigned by the Union to this position shall sit on this committee without compensation.
9. The Employer shall provide and make available materials required in the day to day maintenance and upkeep of all fire stations; i.e. cleaning supplies, toilet tissue, paper towels and the like.
10. The Employer shall provide, repair, and/or replace as needed for the following equipment for all fire stations: oven/range, microwave, garbage disposal, coffee maker, refrigerator/freezer, free standing ice maker, dishwasher, vacuum cleaner, washer, dryer, lawn mower, and snow blower.
- ~~11. Effective June 30, 2009, the Employees will pay premiums and premium equivalents, including the HRA reimbursements or other fees owed by the Township to participate in the program~~

Effective January 1, 2012, health insurance coverage for spouses of new employees will be provided upon certification by the employee that the employee's spouse is not eligible for insurance coverage from the spouse's employer, pension, or Medicare.

Articles 12, 13, and 14 - Paid Leave Provisions

Position of the Union

In Article 12, the Union's proposals are housekeeping in nature. It proposes to remove current language in paragraph 1 because it deals with *paid* leaves, and, therefore, does not belong in an article titled "Unpaid Leave". The Union also proposes new paragraph 1 language to make it consistent with its proposed revisions to Article 13 and 14.

Under Article 13, the Union proposes that paid leave must be granted for serious illness and injury of family members, removing this decision from the Fire Chief's discretion. The Union contends that such requests are uniformly denied, rendering the right to receive paid leave illusory.

As with Article 13, the Union seeks to modify Article 14 to remove the discretion of the Fire Chief, and permit its members to utilize up to 72 hours per calendar year of accrued sick leave, when a family member suffers an injury or illness. The Union seeks to remove the word "serious" from the clause to assure that family illnesses and injuries may be attended to without the requirement that they meet the FMLA definition of a "serious" injury or illness. Where both spouses work, the current sick leave provisions put employees in the untenable position of choosing between caring for a sick or injured child or family member and their job.

Position of the Employer

The Employer's position is that the firefighters have generous leave benefits and ample opportunities for leave. Therefore, no changes to Articles 12, 13, or 14 are justified. Furthermore, current contract language in these articles is almost

identical across the four other Township collective bargaining agreements allowing for ease and consistency in administration.

The Employer argues that the Chief exercises reasonable discretion when making sick leave determinations and that it is important for the Chief to maintain this discretion in order to reduce absenteeism and to promote efficient staffing.

Discussion and Recommendation

During Fact Finding, the Township indicated it is not opposed to providing a benefit for family illness or injury unfettered by the requirement that it be “serious”, but cannot provide the requested 72 hours.

Based on discussions with the parties, I find that providing 36 hours of sick leave for family illness or injury, without the qualification that it be “serious”, would address the Union’s concerns. I also find that the stipulations for the use of this leave described in the recommended language below would address the Employer’s concerns. I also find some minor housekeeping changes in Article 13 are appropriate.

Recommendation: The Fact Finder recommends current contract language in Article 13 and that Article 14, Section 3 read as follows:

ARTICLE 14 **Sick Leave**

3. ~~At the discretion of the Chief,~~ Up to thirty-six (36) hours of accrued Sick Leave per calendar year may be ~~granted~~ used by an Employee when an immediate family member, including the spouse, children, brothers, sisters, parents or legal guardian and grandparents who normally reside in the Employee’s home, suffers ~~a serious~~ an illness or injury or to be present during childbirth. Sick leave used for such purposes must be used in increments of no less than six (6) hours, provided that sick leave for such purposes may be used in increments equal to actual time not worked when leave is used at the end of a shift. For purposes of this Section, “end of shift” for a 24-hour shift shall mean after 12:00AM (Midnight) of the scheduled shift. If an Employee fails to provide a physician’s certification for use of such leave, the leave will count as an occurrence for attendance purposes.

The Fact Finder further recommends that Article 12 read as follows:

ARTICLE 12

Unpaid Miscellaneous Leave

Employees shall be eligible for unpaid leave in accordance with the following:

1. Maternity Leave:

- (a) An Employee may use Paid Sick Leave for absences caused by medical conditions related to pregnancy and childbirth for that period in which the Employee is unable to perform the substantial and material duties of her position (this time of using Paid Sick Leave will be defined by the physician recommendation). If additional time off is requested Employees will be required to use accrued vacation, personal or compensatory time off.
- (b) An Employee may use up to 24 hours of accrued Paid Sick Leave when the Employee's spouse has a baby. Additional unpaid leave may be requested and granted at the approval of the Fire Chief or his designee, consistent with the provisions of the Family Medical Leave Act.
- (c) Maternity leave without pay granted under subsection (a) above, for pregnancy, childbirth, and related medical conditions shall in no event exceed six (6) months. If the Employee is unable to return to work within six (6) months, the Employee shall be given a disability separation. Maternity leave without pay shall not include time requested for purposes of child care following the Employee's recovery from childbirth or other termination of the pregnancy, unless otherwise permitted by Federal law and the Employer's policies related to the Family Medical Leave Act.
- (d) Any additional leave without pay for parental or childcare purposes must be requested in writing and may be approved at the sole discretion of the Employer.

2. Military Leave:

Leaves of absence, for the performance of duty with the United States Armed Forces or with a reserve component thereof, shall be granted in accordance with applicable law.

3. Other Leaves:

Leaves of absence without pay for other reasons may be granted at the sole discretion of the Employer. However, the Employer will adhere to the provisions of the 1993 Family Medical Leave Act as provided in applicable Township personnel policies and regulations.

4. When an Employee returns to work following a leave of absence, he shall be returned to his former classification without loss of seniority and with all across the board wage increases, unless otherwise provided in this Agreement.
5. Nothing in this agreement shall be construed to prevent or impede the Employer's compliance with the American with Disabilities Act (ADA), or to prevent or impede the Employer from implementing any choice, selection, or option available to it under the ADA or the FMLA

Article 17- Hours of Work

Position of the Union

In the interest of improving the quality of life for its members, the Union proposes to gradually reduce its work week from 52 to 48 hours per week. The Union argues its proposal would result in a savings to the Fire Department operating budget of \$267,605.09. In exchange for this reduction in hours proposal, the Union offers to forego an increase in the last two years of the contract.

Under Article 17, the Union also proposes changes to procedures for call out staffing and the repayment of shift trades. During negotiations, the Union proposed incorporating those changes into the language of the contract. At fact-finding, the Union proposed that the parties agree to enter into a memorandum of understanding (MOU) attained through labor/management meetings as to the methods of call out and for shift trading.

Position of the Employer

The Township's position is that it cannot afford to accept the Union's proposal. Had the Township implemented this 48-hour work week plan in 2011, the Township would have incurred approximately \$436,734 in additional costs. The

Township proposes to increase the work week by one hour to a 53-hour work week on the basis that an increased work week would decrease costs.

The Township is satisfied with the parties current MOU on shift trades and sees no reason to incorporate the terms of the MOU into the contract. Nor does the Township see any justification for changes to procedures for call out staffing.

Discussion and Recommendation

The Union's reduced work week proposal was offered in consideration of foregoing a wage increase in the last two years of the contract. Given the wage increases recommended above and the conflicting positions regarding the costs, I decline to recommend either the Union's proposal to reduce the work week or the Employer's proposal to increase it.

Although the Township was opposed to incorporating language on shift trades and procedures for call out staffing into the contract, it was open to entering into MOUs regarding those issues. Based on the discussions of the parties, I find the recommended MOU language below on shift trades will address the concerns of both parties. Similarly, I find that call out procedures are better addressed through an MOU.

I find that some minor housekeeping changes in Article 17, Section 2(a) and Section 3(e) as recommended by the Union are appropriate and would be acceptable to the Township. Because of the recommended changes in Article 14, Section 3, I recommend the changes below to the parties' MOU on Overtime.

Recommendation: The Fact Finder recommends that Article 17, Hours of Work and Overtime, read as follows:

ARTICLE 17

Hours of Work and Overtime

5. Hours of Work:

- (a) So long as the overtime provisions of the Fair Labor Standards Act (FLSA), as amended, are applicable to state and local government fire department Employees, the Employer shall pay overtime in accordance with existing rules and regulations applicable to the FLSA. At the time of this agreement, the biweekly standard applicable to local government fire departments is one hundred six (106) hours. The Employer reserves the right to adjust its pay periods and overtime periods up to twenty-eight (28) days and two hundred twelve (212) hours or the maximum allowable by the United States Department of Labor.
- (b) For purposes of this agreement, a standard workday or tour-of-duty for a fifty-two (52) hour Employee shall be defined as a twenty-four (24) continuous hour period beginning with the starting time of the Employee. A work period of twenty-eight (28) days is herewith adopted pursuant to section 207 (k) of the Fair Labor Standards Act.

The normal work schedule for a fifty-two (52) hour Employee shall be twenty-four (24) hours continuous standard workday or tour-of-duty followed by forty-eight (48) hours of continuous off time, except for the Compensatory Time Off policy adopted herein.

- (c) The standard workday for a forty-two and one-half (42-½) hour Employee will consist of eight and one-half (8-½) continuous hours, which includes one-half (½) hour for lunch.
- (d) Employees are subject to make emergency responses during meal periods.
- (e) Scheduled shifts and hours of work shall remain flexible depending upon the needs of the Employer. The Employer will post changes in advance, and will make every effort to notify Employees of the changes in the posted schedule. Any changes to be made in the posted schedule within thirty- (30) days must be made from the rotating overtime list of Union Members. The schedule shall be fixed, and will not be changed without the agreement of the scheduled Employee thirty- (30) days prior to the change.
- (f) When there is a change from eastern standard time to eastern daylight time, or vice-versa, the starting and stopping times of the shifts shall not change, and the resultant change in hours worked by the regular duty shift shall not result in a reduction of paid hours nor the addition of overtime hours.

6. Overtime:

- (a) The parties shall enter into a memorandum of understanding attained through labor/management meetings as to distribution of overtime.

~~When firefighters are hired after the first of each year and become eligible for overtime, they will initially be given the highest number of hours currently held by a firefighter and will start at the end of the overtime list. Likewise, a newly promoted lieutenant will initially be given the highest number of hours currently held by a lieutenant and will start at the end of the overtime list.~~

- (b) Overtime compensation shall accrue to any Employee who works in excess of their standard workday.
- (c) With respect to the Employees assigned to an eight and one-half (8-½) hour workday, hours worked in excess of eighty-five (85) hours per two (2) week pay period shall be paid at a rate of one and one-half (1-½) times their regular hourly rate of pay or accumulated as Compensatory Time of one and one-half (1-½) hours for every hour worked over the eighty-five (85).
- (d) With respect to each Employee's normal work schedule of twenty-four (24) hours on and forty-eight (48) hours off, the Compensatory Time off policy for the "FLSA Overtime" shall accrue to any Employee who works in excess of two hundred-twelve (212) hours in any twenty-eight (28) day work period. Any such overtime accrued must have the prior approval of the Fire Chief or the Employee to whom the Fire Chief has delegated scheduling authority.
- (e) Any Employee recalled to duty after time disconnected from their normal and prescheduled hours of work shall be compensated at one and one-half (1-½) times the Employee's normal hourly rate as set out in Article 19.

7. **Compensatory (Comp) Time:**

- (a) Approval: The Fire Chief may grant compensatory time in lieu of overtime when requested by the Employee.
- (b) Limit on Accrual: No Employee shall be permitted to accrue more than two hundred forty (240) hours of unused compensatory time. Any Employee who has accrued unused compensatory time to the two hundred forty (240) hour limit shall be paid in cash for any additional overtime worked. If an Employee is paid in cash for accrued compensatory time, he or she shall be paid at the Employee's regular rate at the time of payment.
- (c) Pursuant to 29 CFR 553.23, the parties agree that a Compensatory Time Off policy for "FLSA Overtime" is adopted in lieu of overtime payments in cash for normally scheduled tours. This policy is established to address the maximum of two hundred twelve (212) hours to be worked in a twenty-eight (28) day work period. It is the objective of the parties that each Employee will work an average of fifty-two (52) hours per week, which equates to two hundred eight (208) hours in a twenty-eight (28) day work period. Because the number of tours-of-duty in each twenty-eight (28) day work period will vary, Employees will often actually work in excess of two hundred eight (208) hours in a work period. To address this situation, each Employee on a twenty-four (24) hour workday shall be entitled to compensatory time off on a regularly scheduled workday every one

and one half (1.5) twenty-eight (28) day work periods. This compensatory time off shall be in the form of a twenty-four (24) hour work reduction day, and for purposes of convenience only shall be called an Earned Day Off (EDO).

- (d) Use of the EDO shall be restricted to certain hours of work only. Each Employee on a twenty-four (24) hour workday, shall be entitled to an EDO on a regularly scheduled workday every one and one half (1.5) twenty-eight (28) day work periods. An EDO shall consist of twenty-four contiguous hours of time off.
- (e) The Fire Chief reserves the right to designate the EDO for each Employee, and can adjust and revise the EDO schedule as staffing needs dictate, provided that if there is a revision in the EDO schedule, any Employee affected by the revision will have their EDO time adjusted so as not to lose the overall benefit of one day off every one and one half (1.5) ~~months~~ twenty-eight (28) day work periods. There shall be no compensation or hours credited toward the standard of two hundred twelve (212) hours in a twenty-eight (28) day work cycle earned by the Employee on the EDO.
- (f) EDO's may not be carried over from one year to the next.
- (g) The Fire Chief reserves the right to hire additional full-time Employees whose shift of twenty-four (24) hours on and forty-eight (48) off with an EDO every one and one half (1.5) twenty-eight (28) day work periods will not be the same as other Employees. This individual may be rotated in their schedule in order to address the scheduling needs dictated by the EDO policy.

8. **Miscellaneous:**

- (a) An Employee assigned on twenty-four (24) hour shifts is to be paid on an annual salary basis, with an equal amount of base pay each pay period based on the annual salary set out in Article 19 of this agreement. The parties recognize that hours of work under the normal tours-of-duty shall fluctuate from week to week, and the fixed amount of salary paid each two weeks represents straight pay for whatever hours the Employee is called upon to work in a two-week period. The fixed salary is compensation for the normally scheduled hours worked each two weeks, whatever their number. Since straight time is already compensated in the salary, the half-time (½) method of calculating overtime compensation, for each twenty-eight (28) day work period, in accordance with 29 CFR 778.114, shall be used and paid to each Employee through the compensatory time off policy described above.
- (b) The Employer shall have the right to adopt a tour system or work schedule, which provides improved service to the community provided that the Union is given prior notice and an opportunity to meet and confer regarding the proposed changes.
- (c) Assignment, approval, documentation, compensation and other matters regarding overtime, or hours worked beyond the regular work week, except as specifically provided in this Agreement, will be subject to rules and regulations, general orders, procedures and regulations as determined by the Employer, concerning the contents of said overtime rules, regulations, general orders, procedures and

regulations, except as such changes may be required by federal wage and hour law, rules and regulations.

- (d) Call-Out Pay: Notwithstanding the provisions of any other paragraph in this Article, an Employee who works call-out time shall be paid for actual hours worked at the applicable rate from the time of reporting, but in no event shall receive no less than two (2) hours pay at the according rate of pay as set forth in this Article.

The parties shall enter into a memorandum of understanding attained through labor/management meetings as to the methods of call out.

- ~~(e) Employees may substitute, during scheduled hours, for another Employee if prior approval is received by the Fire Chief or his designee. The substituting Employee shall be excluded from any overtime calculation under the Fair Labor Standards Act for hours of work.~~

~~Employees shall not be permitted to trade between classifications, as firefighters may only trade with another firefighter and a Lieutenant may only trade with a Lieutenant, unless prior approval is received by the Fire Chief or his designee.~~

The Fact Finder further recommends that Memorandum of Understanding on Overtime and the Memorandum of Understanding on Shift Trades be amended as follows:

Memorandum of Understanding on Overtime

To be added to Section 2.14: When an employee is called in to replace an employee utilizing sick leave under Article 14, Section 3 (up to 36 hours of sick leave for illness or injury to family member), shifts shall be offered only as needed to replace employee using sick leave.

Memorandum of Understanding on Shift Trades:

To be added to MOU, as proposed by the IAFF:

1.7 In the event that an employee has a personal illness and cannot fulfill all or any part of a trade repayment shift, the employee's sick leave shall be deducted to satisfy any unpaid portion of the trade repayment shift.

1.8 An employee working a trade repayment shift (all or partial) who is injured on and relieved of duty while working the trade repayment shift or partial shift, shall not owe the employer the remaining time on that shift or partial shift, provided however that such employee will remain obligated to repay any existing, outstanding, or subsequent shift or partial shift trade.

Article 18 - Temporary disability

Union Position

The Fire Department has a policy known as the “4 Off Rule.” The policy provides that that requests to use vacation or EDOs (Extra Days Off) will not be approved if four firefighters are already scheduled off, including employees on disability leave. The Union argues that the impact of the “4 Off Rule” is that firefighters are routinely denied leave regardless of circumstances, thereby negating the rights to leave otherwise available in the contract.

The IAFF initially proposed amending Article 18, Temporary Disability to exclude employees off by reason of temporary disability from the “4 Off Rule” after 60 days. During the course of the Fact Finding, the Union modified its proposal to exclude employees off by reason of temporary disability after 90 days.

The Union reasons that the Township may anticipate the continued absence of these employees, and manage the department in such a manner as to account for those absences through overtime, use of part-time firefighters, or appropriate hiring or promotion. After 90 days, the Fire Department has sufficient knowledge, time, and ability to adjust the schedule, and manage the department to account for an employee on temporary disability leave.

Employer Position

The Township objects to this proposal on the basis that it erodes its fundamental right to determine staffing, which the Township views as a fundamental management right and responsibility.

The Township reasons that employees on temporary disability, like other employees on leave, are unavailable to work. If the Township does not count these employees as scheduled off and approves requests for leaves ignoring these absences, the Township will not be able to ensure adequate staffing for its operations without hiring additional staff.

The Township contests the Union's argument that employees are denied the use of vacation due to the "4 Off Rule" and asserts employees have ample opportunity to take vacation leave. The Township has denied one request for vacation time on the basis of absence due to temporary disability. However, the impacted employee had other opportunities to schedule vacation. Moreover, employees have other options for time off, including unlimited shift trades. A firefighter is even permitted to request vacation in lieu of paying back a shift trade.

Discussion and Recommendation

The Union argues that under its proposal the Employer has options that will permit it to staff as it sees fit while ensuring that its members right to take leave is not unduly restricted. Those options include hiring additional staff and scheduling more overtime. Absent a pressing need, exercising those options or any other staffing option that increases costs is not fiscally prudent, particularly in these uncertain economic times.

The Union asserts the pressing need here is that the "4 Off Rule" has effectively prevented members from taking leave. However, it did not come forward with sufficient evidence to back up that assertion, providing only one example with limited specifics.

The example was a time period in 2010 when one shift had four bargaining unit members on injury related leaves and the remaining bargaining unit members could not schedule vacations. The time period all four were off was not indicated. Even during the undefined period, employees were able to do shift trades, take EDOs although selections were limited, and take previously scheduled vacations.¹ To the contrary, the Employer averred that only one vacation request has ever been denied due to the absence of an employee on disability leave.² Given the facts before me, I cannot recommend the Union's proposal.

Notwithstanding my recommendation, I recognize that the "4 Off Rule" has the potential to be problematic where multiple employees are off on extended leaves at the same time. I encourage the parties to work to ensure employees have sufficient flexibility in taking leave during those periods.

Recommendation: The Fact Finder recommends current contract language with respect to Article 18, Temporary Disability.

Article 19 - Longevity

Union Position

Under current language regarding longevity, the Township is required to pay each employee with more than five years of service, \$75 for each year of service. This payment is to be made during the first pay period in December each year. An

¹ Under the "4 Off Rule", vacations are not revoked where the maximum number of employees is already scheduled off and another employee goes off on injury or FMLA leave.

² The absence of vacation request denials may reflect that employees did not bother to submit requests knowing they would be denied under the "4 Off Rule." It may also reflect that the employees were able to use other leave options noted above.

employee who retires before that pay period, therefore, does not receive any longevity pay in the year of retirement. The Union views this as unfair to a retiring employee who has completed another full year of service since the last longevity payment. The Union proposes to address this by adding the following language to Article 19, Section 14: "Employees who retire prior to December 31st of each year shall receive longevity pay at retirement."

Employer Position

The Township objects to this proposal because of the additional burdens it places on the Township and the fact that the Township's other employee groups receive longevity under the same system.

Discussion and Recommendation

The timing of longevity payments varies among jurisdictions. Some jurisdictions pay longevity on employee anniversary dates. The Township has always paid employees for longevity the first pay period in December. The provision regarding the timing of longevity payments under this contract is a longstanding one.

I am not persuaded that the longstanding system used for all other employees should be changed in the interest of fairness. To allow a retiring employee to collect this payment earlier would be to give that employee an advantage over employees who also have reached an anniversary date but are required to work until December to receive a longevity payment that year. Although an employee reaches a new anniversary date before retiring, that employee would have received his or her last longevity payment less than a year before.

Recommendation: The Fact Finder recommends current contract language with respect to longevity.

Article 19 – Promotions

Union Position

The Union proposes adding language to Article 19 that would require employees to have a minimum number of years of service before being eligible to take the Lieutenant’s examination. Under this proposal, the minimum number of years of service requirement would increase by one year for every year of the contract, resulting in a five year service requirement in the third year of the contract. Currently, a firefighter becomes eligible to take the Lieutenant’s examination after two years of service. The Union argues that “a firefighter with two years of service “lacks the real life, real-time experience necessary to direct and control firefighters in the field, under the extraordinarily trying and dangerous conditions these fire fighters face on a daily basis.”

Employer Position

The Township believes this language is unnecessary and does not acknowledge the Township’s success in making determinations regarding promotions. The Township asserts it has exercised its judgment well in the past and would not abuse its discretion in the future regarding the qualifications and experience of candidates for Lieutenant.

Discussion and Recommendation

The Union’s proposal is based on safety concerns and assumes that any firefighter who has been with the Township less than five years will not have

sufficient hands on experience to safely perform as a Lieutenant. It further assumes that the Employer would select a candidate who is not qualified to safely perform. While safety concerns are understandable, no evidence was presented to support either of the assumptions underlying those concerns.

Moreover, years of service with the Township does not necessarily equate to years of hands on experience. A firefighter with less than five years of service could have previous experience in another jurisdiction. The Union's own proposal of gradually increasing the minimum years of service requirement suggests there are currently firefighters with less than five years of service who the Union does not consider a safety concern if promoted. No claim has been made that the Township has abused its discretion by promoting unqualified or "unsafe" candidates.

Based on the foregoing, I do not find a sufficient basis for recommending a change in the minimum number of years of service before being eligible to take the Lieutenant's examination.

Recommendation: The Fact Finder recommends current contract language with respect to promotions.

CONCLUSION

In this report I have attempted to make reasonable recommendations that both parties will find acceptable. If errors are discovered or if the parties believe they can improve upon the recommendations, the parties by mutual agreement may adopt alternative language.

After giving due consideration to the positions and arguments of the parties and to the criteria enumerated in Ohio Revised Code 4117.14, the Fact Finder recommends the provisions herein.

In addition, all tentative agreements reached by the parties are hereby incorporated by reference into this Fact Finding Report, and should be included in the resulting Collective Bargaining Agreement.

Respectfully submitted,

/s/ Sherrie J. Passmore
Sherrie J. Passmore
Fact Finder

April 20, 2012

CERTIFICATE OF SERVICE

This Fact Finding Report was sent by email on April 20, 2012 to:

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/s/ Sherrie J. Passmore
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