

**FACT FINDER'S REPORT
AND
RECOMMENDATION**

IN THE MATTER OF:

CITY OF NORTH RIDGEVILLE

AND

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 2129

Case Number:
2012-MED-09-1051

Before Fact Finder: Thomas J. Nowel

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Thomas J. Nowel was appointed to serve as Fact Finder in the above referenced case by the State Employment Relations Board on February 7, 2013 in compliance with Ohio Revised Code Section 4117.14 (C) (3).

The collective bargaining agreement between the parties expired on December 31, 2012. The parties had engaged in a number of bargaining sessions prior to Fact Finding, and there are a number of issues at impasse.

Two days of hearing were held in order for the parties to fully present all issues at impasse, June 3, 2013 and July 9, 2013. The parties initially engaged in mediation of a number of issues at impasse but failed to reach agreement. The evidentiary hearing commenced at 11:00 am on June 3, 2013.

The Union is the exclusive bargaining agent for all full time employees of the North Ridgeville Fire Department with the exception of the Fire Chief and Assistant Fire Chiefs. There are approximately thirty-four members of the bargaining unit including three captains, six Lieutenants and twenty-five Firefighters.

The City of North Ridgeville is located in eastern Lorain County with a population of approximately 29,465 (2010 census). The City is one of the fastest growing residential communities in the area. There are two fire stations in the City with a total of fourteen pieces of equipment. Employees are scheduled to work on three twenty-four hour shifts and an average of 50.769 hours per week. In 2012, approximately 34% of work hours were devoted to EMS calls, 7% devoted to fire

calls, 11% devoted to training, 23% devoted to station duties and 15% devoted to inspections and maintenance. The Fire Department is funded by the General Fund, Fire Levy Fund, Paramedic Levy Fund and an Ambulance Fund.

OUTSTANDING ISSUES:

- Article XII, Holidays, Section 12.02
- Article XII, Holidays, Section 12.03
- Article XIII, Vacations, Section 13.02
- Article XIV, Sick Leave, Section 14.01
- Article XIV, Sick Leave, Section 14.05
- Article XIV, Sick Leave, Section 14.10
- Article XV, Injury on Duty
- Article XVII, Work Schedule and Hours, Section 17.02
- Article XVII, Work Schedule and Hours, Section 17.04
- Article XVII, Work Schedule and Hours, Section 17.05
- Article XVII, Work Schedule and Hours, Section 17.06
- Article XX, Educational
- Article XXI, Insurance
- Article XXIII, Salaries
- Article XXVI, Hazardous Materials Response Team
- Article XXXII, Duration
- Article XXXIII, Disciplinary Procedure, Section 33.03
- Article XXXIII, Disciplinary Procedure, Section 33.05
- Article XXXIII, Disciplinary Procedure, Section 33.07

Those participating at hearing for the Employer included the following:

- Gary C. Johnson, Attorney
- Eric M. Allrain, Attorney
- Andrew J. Crites, Law Director
- Jeff Armbruster, Safety-Service Director
- Chris Costin, City Auditor

Those participating at hearing for the Union included the following:

Ryan Lemmerbrock, Attorney
Korey Stearns, Union President
Barry Cook, Union Vice President
Tony Carozzino, Committee Member
Mary Schultz, Financial Witness

BACKGROUND

In analyzing the positions of the parties regarding each issue at impasse and then making a recommendation, the Fact Finder is guided by the principles that are outlined in Ohio Revised Code Section 4117.14(G) (7) (a-f) as follows.

1. The past collectively bargained agreement between the parties.
2. Comparison of the issues submitted to fact finding relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification.
3. The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service.
4. The lawful authority of the public employer.
5. The stipulations of the parties.
6. Other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact finding, or other impasse resolution procedures in the public service or in private employment.

During the course of the hearing, the parties had full opportunity to advocate for their positions, submit exhibits, present testimony and discussion and engage in rebuttal of the submissions and arguments of the other party.

The Union states that City finances are in very good condition and is able to meet the Union's demands. The Union states that it agreed to a concessionary Agreement during the previous negotiations based on assertions from the City that it was experiencing a fiscal crisis. The Union argues that this crisis did not materialize. Its economic proposals during these negotiations are an attempt, in part, to make up from unnecessary concessions which, at the time, were negotiated in good faith. The Union states that the City is funded by an income tax, property taxes, estate tax, local government funds and various fees for service. The city assesses a 1% income tax, and the Fire Department relies on a portion of this funding stream in addition to dedicated levy funding sources.

Union witness, Mary Schultz, is a CPA and possesses significant experience in municipal budget analysis. She is particularly experienced in safety force budgetary issues and has provided governmental financial analysis for safety force employee organizations in approximately fifty collective bargaining negotiations including fact finding hearings. She states in her analysis of North Ridgeville finances (Union Exb. 6) that the General Fund has consistently experienced carryover reserves since 2009. The carryover reserve at the end of 2012 was \$3,194,000.00, the highest over the previous three years. The City's 2013 budget indicates a carryover reserve of \$34,000.00, but Ms. Schultz and the Union argue that this figure is based on an overly conservative approach which has been inaccurate in the past. Income tax

collections continue to be healthy with a balance of \$2,986,000.00 at the end of 2012 and a budgeted balance at the end of 2013 of \$2,926,000.00. Income tax receipts increased in 2011 and 2012.

The Union states that, based on all funding sources, the total carryover reserve for 2012 was 57% of the of the City's budget. Ms. Schultz states that the Government Finance Officers Association recommends a carryover balance of two months of expenditures which is equal to 16% of a political subdivision's budget. The Union therefore argues that City finances are in exceptionally good condition.

The Union argues that the City has a diverse workforce and is one of the fastest growing residential communities in the area and in Ohio. Five industrial parks are under development, and 3200 residential units are scheduled for construction.

In addition to income tax revenue, the Fire Department is supported by a 1.9 mill fire levy which was renewed in 2010; a 1.75 mill paramedic levy which was renewed in 2009; and an ambulance fund which is supported by service fees. The Union states that all funding sources are financially sound and in the positive. Citizens have renewed or replaced these levies with strong voter support. These funding sources are earmarked for the Fire Department and are available for firefighter wages and benefits. While the City will lose funding from the estate tax and reductions in the local government fund, the steady increase in income tax revenue will offset these losses.

The Union notes that it agreed to a two year wage freeze in 2011 and 2012 and agreed to furlough days both years based on the City's projection of a budgetary

deficit. The deficit did not occur, and, despite the rescinding of some furlough days in 2012, employees in the Fire Department fell behind in wages and benefits. Ms. Schultz stated in her report for the Union that “wage and benefit increases for the Firefighters are easily affordable from the carryover balances in the General Fund, Fire Levy, Paramedic and Ambulance Funds.”

The Union argues that the City brought forward new concessionary proposals following the agreement to proceed to fact finding and appointment of the Fact Finder by the State Employment Relations Board. It states that the City has failed to bargain in good faith.

The City states that it is not arguing inability to pay. Rather, it takes a conservative approach to its budgeting process. This has allowed the City of North Ridgeville to weather the recession and maintain services to the community. The City states that there were no layoffs during the recession due to its fiscally responsible budgeting. When it was determined that the economy was recovering, bargaining unit employees were paid for two of the four negotiated furlough days in 2012. Additionally, the City states that it must budget for a number of contingencies including the repaving of North Ridgeville streets, which are in poor condition, and rehabilitation of City fire stations.

The City states that Moody’s recommends a 35% carryover balance and the Government Finance Officers Association recommends that the carryover of general fund monies “should be assessed based upon a government’s own specific needs.”

(Emp. Exb. 2) The GFOA suggests that a governmental unit should not place “too

much emphasis upon the level of unrestricted fund balance in the general fund at any one time.” The City follows this well advised principle and therefore rejects the 16% argument of the Union.

City Auditor, Chris Costin, stated that the City projects its budget process multiple years in advance. Expenditures cannot exceed revenue in any one fund. He notes that voters rejected proposed increases in the city income tax. Auditor Costin stated that the income tax originally was split 50/50 between the general fund and capital expenditures. In order to continue to meet expenditures, 85% of income receipts are currently dedicated to the general fund, and the percentage was higher during the recession. He states that this is not a good trend and is an indicator of the financial crisis the City has faced over the past few years.. The City states that it charges expenditures to dedicated levy funds initially and then utilizes general fund resources to meet budgetary needs. General fund resources (income tax revenue) may appear to be more than healthy early in a budget year, but the City relies more heavily on the General Fund later in a given year.

The City states that the State of Ohio balanced its budget by shifting the burden to local governments. The loss of state generated local government funds requires the City to project its budget process to 2016. And the City faces additional loss of revenue based on a significant loss of property tax due to the county’s revaluation of real estate (City Exb. 5 and 6). The City expresses concern that 2013 receipts in a number of funds will be significantly reduced (City Exb. 7), and it therefore must budget in a conservative manner. In addition the City has budgeted for accrued time balances based on projected retirement payouts (Emp. Exb. 8). The

City expresses concern that it may be necessary to again increase the percentage of income tax receipts for expenditures in order to balance its 2014 budget. The City does not foresee expanded sources of revenue going forward into 2014. The City argues that this pattern could result in fiscal emergency in 2015 (Emp. Exb. 3). And to complicate matters, the City states that it has moved its tax collection from an in-house operation to RITA, the regional tax collection agency. The City will not now receive certain year-end revenue until January.

The City states that Union arguments regarding past unanticipated fund balances lack merit. The City saved \$1.5 million based on negotiated concessions, furloughs and a hiring freeze. This allowed the City to maintain a balanced budget, continue to provide services to the community and avoided layoffs of city employees. Nevertheless the 2013 budget includes full wage and benefit expenditures. The City states that the General Fund balance will deteriorate by the end of 2013. Auditor Costin expressed his concern regarding the current level of spending. He states that the level of expenditures in 2013 could result in a deficit by the end of 2014. The City argues that it must continue its conservative budgeting and cannot meet the economic demands of the Union.

A brief discussion of each issue at impasse and recommendation of the Fact Finder follows.

1. Article XII, Holidays

The Union and Employer propose multiple changes to this article of the Agreement.

12.02(a) The Union proposes to increase the number of hours of time off for working a holiday from twelve (12) hours per day to twenty-four (24) hours and to increase the amount of straight time pay received for working a holiday from eighteen (18) hours to twenty-four (24) hours. Additionally, the Union proposes the rate of pay to coincide with its proposal on the standard work week. The Employer proposes to maintain current contract language for this section of the Article.

12.02(b) The Union proposes to modify the rate of pay to reflect its proposal regarding standard work week. Employer proposes current contract language.

12.02(c) The Union proposes to add a new section to allow employees, who are not regularly scheduled to work on a holiday, to earn one (1) hour of straight time, one (1) hour overtime rate, and one (1) hour compensatory time for each hour worked on the call-in. This would be in addition to benefits outlined in Section 12.02(b).

12.02(d) The Union proposes that unused personal days may be carried over into the following year if job related obligations or military responsibilities prevent the use of the days during the year earned.

12.03 The Employer proposes to reduce the three (3) personal days from twenty-four (24) hours per day to twelve (12) per day. The Union proposes current contract language.

12.06 The Employer proposes this new section of the Article which would require an employee to work the last day scheduled before a holiday and the first day

scheduled to work after a holiday in order to receive holiday pay. The Union opposes this new provision.

UNION POSITION: The Union states that its proposals for Article XII reflect holiday pay and benefits currently enjoyed by the North Ridgeville Police Department unionized employees (Union Exb. 10). The Union states that Police Department employees enjoy more tours of duty off based on the schedule of holidays in their collective bargaining agreement with the City. Additionally the Union argues that the City's improved fiscal status allows for the improvements it has proposed. The Union states that its proposal regarding the carry-over of personal days is based on fairness. If an employee is unable to use personal days due to work related or military obligations, the carry-over is a matter of equity. The proposals of the Union are in line with an appropriate survey of comparable cities in the region (Union Exb. 12). The Union states that the City's proposal to require work the day before and after a holiday is not necessary, and it penalizes Firefighters who are legitimately sick. The Union suggests the utilization of discipline as opposed to penalizing all employees.

EMPLOYER POSITION: The Employer states that the Union is proposing holiday pay of triple time and one-half (3 ½) which is an excessive amount. While employees of the Police Department receive pay at this rate, the standard, based on comparable jurisdictions in the region (Emp. Exb. 16) is essentially what North Ridgeville Firefighters currently enjoy. Likewise, the Employer's proposal to limit personal

days to twelve (12) hours is consistent with the benefit enjoyed by other North Ridgeville city employees. The Employer rejects the Union's proposal regarding the carry-over of personal days as its list of comparables (Emp. Exb. 17) indicates that many jurisdictions do not allow for this benefit. The proposal to require work the scheduled day before and after a holiday is in line with the requirement for other North Ridgeville city employees, AFSCME and FOP bargaining units. The Employer claims sick leave abuse regarding this issue.

RECOMMENDATION: The statute directs the Fact Finder to consider the history of bargaining and internal and external comparables particularly when analyzing economic issues. The parties have enjoyed a long history of bargaining which started prior to the passage of the collective bargaining law, ORC 4117. Many of the holiday pay benefits have existed for a lengthy period of time, and, although the economic climate has improved during the past one or two years, there is little justification to increase these economic benefits at this time. This is also the case regarding the proposal of the Employer to reduce the number of paid hours for personal days. The Union's proposal to allow for the carry-over of personal days based on work and military obligations seems reasonable, but no evidence was produced at hearing to indicate if members of the bargaining unit serve in the military or if employees lost personal days due to work assignments. In the absence of this information, the recommendation does not include this proposal. The City's proposal regarding scheduled work before and after a holiday is meritorious as the

other collective bargaining agreements in the City, AFSCME and FOP, contain this requirement. The recommendation is to maintain status quo regarding provisions of Article XII with the exception of the following Section.

12.06 In order to be eligible for any of the above holidays, the full-time employee must report to work and actually work the last scheduled work day before the holiday and immediately after the holiday or the actual holiday if the employee is scheduled to work the holiday, unless specifically excused by the Chief.

2. Article 13, Vacations

The Employer proposes to modify Section 13.02 to consider rank prior to seniority when employees select vacation.

EMPLOYER POSITION: The Employer states that the current provision of the Agreement allows Firefighters to select vacation prior to captains and lieutenants if they possess more seniority. The Employer argues that this is not the general practice of Fire Departments and that members of supervision should be permitted to select vacation among their peers. The current practice adversely affects recruitment into supervisory positions. The Employer states that, based on its list of comparable political subdivisions (Emp. Exb. 19) it is common practice that rank is a factor in vacation scheduling.

UNION POSITION: The Union opposes this change to the Agreement. It states that the bargaining unit prefers seniority as the prime factor in vacation selection and

that Kelly Day selection is based on rank. The Union states that Captains and Lieutenants are generally the most senior employees in the bargaining unit in any event.

RECOMMENDATION: The Employer indicated that the Fire Chief was the mover regarding this proposal. But the Union is the exclusive representative of Captains and Lieutenants and therefore represents their interests. The Union states that it recently compromised by allowing rank to be a factor in the selection process for Kelly Days. The Union's argument is meritorious. The recommendation is to maintain status quo.

3. Article XIV, Sick Leave

The Employer proposes a number of changes to the Sick Leave provision of the Agreement. In Section 14.01, the Employer proposes to include a definition of "serious illness or injury." The proposal includes new language in Section 14.05 which would require a written statement from a physician from any employee using more than ninety-six (96) hours of sick leave in a year. The Employer proposes to modify Section 14.10 to cap accumulated sick leave pay-out at 90% of the balance not to exceed 1200 hours. This provision currently allows for 100% of the accumulated balance with a cap of 1500 hours. The Employer's proposal would exempt the pay-out for a just cause removal.

EMPLOYER POSITION: The Employer states that most of the jurisdictions in the region enjoy payout benefits which reflect this proposal, and the AFSCME and FOP bargaining agreements include pay-out benefits at 90% not to exceed 1000 hours (Emp. Exb. 21). The Employer states that high pay-outs are not supported by the public, and, with pension plans allowing for retirement after twenty-five years and at the age of forty-eight, most former Firefighters continue to work. The additional proposed modifications will allow management to control the use of sick leave in an efficient manner.

UNION POSITION: The Union states that sick leave proposals do not represent City administration but are instead issues raised solely by the Employer's labor attorney and therefore should be disregarded by the Fact Finder. The Union states that the total potential loss to the bargaining unit regarding the pay-out proposal is \$227,745.00 (Union Exb. 31). The current benefit was negotiated in 2007, but prior to those negotiations, the pay-out was 90% of the accumulated benefit with a maximum of 1300 hours. Sick leave proposals represent bad faith bargaining on the part of the Employer's labor counsel.

RECOMMENDATION: At hearing, the Union argued that this and other proposals were those solely of the Employer's labor counsel and did not represent issues of concern of the City. The Union stated that the Fact Finder should not consider the proposals to Article XIV. Nevertheless, the City's Law Director, Safety-Service Director and City Auditor participated in the hearing with the Employer's labor

counsel. It was clear at hearing that sick leave proposals were representative of the issues submitted by the Employer, and the Fact Finder is therefore required to put forward a recommendation. The parties spent little time discussing proposals to modify Sections 14.01 and 14.05. And the Employer has the ability to control sick leave usage based on other sections of the Article XIV. The recommendation is to maintain status quo regarding these sections. Based on external and internal comparables, the Employer's proposal on sick leave pay-out is meritorious as is its argument that the loss figure, suggested by Union Exhibit 31, assumes full sick leave accumulation for all employees. This is unrealistic. The AFSCME and FOP collective bargaining agreements allow for pay-outs at 90% of accumulated sick leave with a maximum of 1000 hours. The Employer's proposal is more generous and is recommended although the word "death" is retained. The exclusion of termination for cause is appropriate. This section of the article is recommended to read as follows.

14.10 Upon the occurrence of any of the following circumstances for any employee who has not less than ten (10) years of continuous service with the Employer: 1) retirement of the employee; 2) disability retirement of the employee; 3) the resignation of the employee; 4) death of the employee; 5) the termination of the employee for any reason other than termination for cause, such employee(s) or the employee(s)' estate shall be entitled to receive cash payment for ninety (90%) percent of the number of accumulated but unused sick hours earned by the employee as certified by the Auditor not to exceed twelve hundred (1200) hours of pay at the current rate of pay. Said sum shall be paid by separate check.

4. Article XV, Injury on Duty

The Union proposes to increase full injury duty pay from ninety (90) days with an additional ninety (90) days with approval from the Employer to six (6) months at full pay followed by an additional six (6) months at half pay. In addition, an employee will receive workers' compensation benefits.

UNION POSITION: The Union states that North Ridgeville police officers are entitled to injury leave consistent with the proposal of the Union. Additionally the Union states that a number of Firefighters have been injured since 2009 (Union Exb. 15) and the existing benefit should be upgraded.

EMPLOYER POSITION: The Employer proposes no change and maintaining of the status quo. The Employer states that the current benefit is in line with that of other jurisdictions in the region (Emp. Exb. 23) and, although the FOP Agreement at the City provides for six months with a possible six month renewal, the AFSCME Agreement does not offer a set number of days for injury leave pay.

RECOMMENDATION: Although it is significant that the FOP Agreement mirrors the Union's proposal, financial resources are better spent in other areas including wages especially following two years of wage freezes and furlough days. The recommendation is to maintain status quo.

5. Article XVII, Work Schedule and Hours, Section 17.02

The Union proposes to reduce the standard work week as outlined in Section 17.02 of the Agreement from 50.769 hours to forty-eight (48) hours.

UNION POSITION: The Union states that the North Ridgeville work week is 1.22 hours above the average of comparable fire departments. In addition, bargaining unit employees receive less vacation leave and holidays based on the current work week. Overall compensation is therefore significantly less than that of regional peers. The Union argues that pay is \$5.00 per hour less than the regional average, and a significant number of Fire Departments, based on its list of comparable jurisdictions, enjoy work weeks in the range of its proposal (Union Exb. 16 and 17). Additionally, the Union states that its list of comparable political subdivisions is more relevant to North Ridgeville than the list utilized by the Employer. The Union states that its proposal on work week is based on equity.

EMPLOYER POSITION: The Employer states that its list of comparable political subdivisions is most relevant as it focuses on cities near North Ridgeville and in Lorain County. The average work week of those jurisdictions is 50.5 hours (Emp. Exb. 27). The Employer states that the proposal would force the hiring of additional employees and represents a 5.3% increase in pay. It argues for no change in this section of the Agreement.

RECOMMENDATION: While city finances may not be as bleak as that portrayed by the Employer in these proceedings, clearly this is not the time to modify the work week as proposed by the Union. The proposal has the potential to increase costs, and its impact has not been fully discussed between the parties. This is not an area for a Fact Finder to impose a recommendation as it is complex and requires a great deal of discussion and work between the parties. This may be an appropriate subject of labor management meetings during the term of the new Agreement. The recommendation is to maintain status quo.

6. Article XVII, Work Schedule and Hours, Section 17.04

The Union proposes an addition to current contract language which incorporates a grievance settlement between the parties. The additional language defines the “available” officer. The Employer proposes to modify the language to allow the Chief to designate the officer-in-charge when no officer is working.

UNION POSITION: The Union states that the parties settled a grievance regarding the use of senior Firefighters to fill vacancies before attempting to call employees in on overtime. The grievance (Union Exb. 19) was settled with the Mayor and reflected what had been the general practice. The settlement was achieved in January, 2012. The Union argues that this settlement and commitment should be codified in the new Agreement going forward.

EMPLOYER POSITION: The Employer rejects the Union's proposal and submits that its proposed modification of the language is a basic management right in that the Chief should designate the officer-in-charge. The grievance settlement was approved by the former Fire Chief and not the current Chief. The Employer states that Fire Chiefs in most regional jurisdictions designate the officer-in-charge (Emp. Exb. 29) and asks that the Fact Finder recommend this approach.

RECOMMENDATION: The statute indicates that comparable practices are critical to a Fact Finder's recommendation, but it also recognizes previous bargaining between the parties. The grievance settlement, which clarified the interpretation of Section 17.04, was recently negotiated between the parties, and there is no evidence that it has not worked well in determining the officer-in-charge. The Union's proposed addition to Section 17.04 is recommended as follows with the following modification which allows the Employer to determine qualifications for serving as an Officer-in-Charge. It is critical that an employee possess the qualifications to serve in this capacity.

17.04 Each shift shall consist of a Captain or a Lieutenant as Shift Commander at Station #1, and a Lieutenant or a Designated-Officer-In-Charge at Station #2. At Station #2, when no Officer is available, the Designated-Officer-In-Charge shall be the person with the most seniority on duty for that shift as designated by Article XXXIX of this Agreement. When a firefighter is placed as Officer-In-Charge, the pay will be at a Lieutenant's rate of pay for all hours worked. When a Lieutenant is placed as Shift Commander at Station #1 in place of a Captain, the pay will be at a

Captain's rate of pay for all hours worked. "Available" Officer shall be defined as any eligible officer appearing on the overtime list who is capable of serving the designated shift after receiving the notification and request by the supervising authority by phone call to the telephone number designated by the Officer.

Notwithstanding the procedure contained in this provision, the Employer shall determine if the employee is qualified to serve in the capacity of Officer-in-Charge.

7. Article XVII, Work Schedule and Hours, Section 17.05

Section 17.05 currently is limited to language regarding the negotiated furlough days which were negotiated for the last Agreement. Both parties agree that this language is now obsolete. The Union proposes to replace this provision with language which states that the senior Firefighter on second shift at Station # 1 will receive Officer-in-Charge pay in the event the regular Officer is absent. The Employer proposes to add language which allows the City to place employees on a forty (40) hour work week for training purposes and light duty.

UNION POSITION: The Union argues that the Agreement must contain language regarding the replacement for Officer-In-Charge for the second company at Station # 1, and the replacement should be compensated at the higher rate. The Union objects to the Employer's proposal regarding the placing of employees on a forty (40) hour shift for training purposes as it would be done unilaterally with no controls. The Union states that this is a proposal drafted by the Employer's labor

counsel and does not reflect the prior negotiations and compromises between the parties.

EMPLOYER POSITION: The Employer, consistent with its proposal for Section 17.04, states that the Chief should designate the Officer-In-Charge in the event the Officer is absent on second company at Station # 1. The Chief is aware of who on second company is qualified to fill the position. The Employer states that the current Agreement is silent regarding the necessity to place employees on a forty (40) hour work week for training and light duty purposes. The Employer states that most training programs are scheduled on a forty (40) hour work week basis, and the City would be liable for considerable overtime without the ability to place Firefighters on a modified work week.

RECOMMENDATION: Both proposals regarding Section 17.05 have merit. The Union's proposal for the filling of the Officer-In-Charge vacancy is consistent with its proposal for Section 17.04 which has been recommended in this Report. Although the Union suggests that the Employer's proposal does not represent the City's true position on the forty (40) hour work week, and the Fact Finder should not consider it, it is the proposal submitted on behalf of the Employer at Fact Finding. The Fact Finder has an obligation to consider the matter and make a recommendation. The Employer's proposal has merit. The Union is concerned that the Chief will have the right to unilaterally move employees to the forty (40) hour work week, but this provision is limited to training and light duty and for no other reasons. This

proposal is recommended with notice to the president of the Union, and it will become Section 17.08 of the Agreement.

17.05 In the event that the second company at Station #1 does not include an Officer, the senior Firefighter on duty for that shift shall receive Officer-In-Charge pay for that shift. When a Firefighter is placed as Officer-In-Charge, the pay will be at a Lieutenants rate of pay for all hours worked in this capacity. The Employer shall determine if an employee is qualified to serve in the capacity of Officer-in-Charge.

17.08 Employees may be assigned a forty (40) hour work week for training purposes or light duty work with notice given to the president of the Union.

8. Article XVII, Work Schedule and Hours, Section 17.06

The parties agree to delete references to furlough days in this section of the Agreement. The Union proposes to add clarifying language to paragraph #1 which it states would ensure that the K-Day will be the same day of the week selected by the employee. The Employer initially proposed that the selection of Kelly Days be based on rank and seniority but withdrew the issue at hearing but maintained its proposal in Paragraph 2 regarding the selection of vacation time based on rank first and then seniority. This proposal is made consistent with the Employer's proposal regarding Section 13.02.

RECOMMENDATION: Although the Union proposed clarifying language in Paragraph #1, there was no evidence at hearing to indicate that there were problems or grievances regarding the interpretation of this section. The recommendation regarding Section 13.02, vacation selection, is to maintain status quo and is therefore the same regarding this section of the Agreement. The recommendation for Section 17.06 of the Agreement is to delete references to furlough days and to then maintain current contract language.

9. Article XX, Educational

The Union proposes to add “Emergency Medical Technology” and “Allied Health” to the list of courses and degrees which qualify for education bonuses. The Union proposes further to delete the January 1, 2007 limitation for the bonuses.

UNION POSITION: The addition of two additional courses of education benefits employees and the Employer. The January 1, 2007 limitation adversely affects three bargaining unit members who have attained Bachelor Degrees. The cost to the Employer is only \$7200.00. The Union states that the FOP Agreement with the City does not contain a similar restriction.

EMPLOYER POSITION: The Employer proposes no change to this provision of the Agreement. The Employer states that it has no difficulty when recruiting for new Firefighters. The Employer states that the current education bonus is generally

more generous than surrounding jurisdictions (Emp. Exb. 32). This is another additional cost which the City is unable to assume.

RECOMMENDATION: As with other economic benefits, this may not be the time to make contractual improvements. The bargaining unit has experienced wage freezes and furlough days over the previous two contract years, and external comparables do not support the changes advocated by the Union. The recommendation is to maintain status quo.

10. Article XXI, Insurances

The Employer proposes to increase the employee contribution rate from 10% of the monthly cost of health insurance to 12.5% effective January 1, 2013. In addition, the Employer proposes to delete the various insurance premium amounts which are illustrated in Section 21.01 including the illustrated payroll periods in 2011.

EMPLOYER POSITION: The Employer states that this proposal is a matter of economy and equity. All other city employees, including those represented by AFSCME and the FOP and non-represented employees, are currently paying 12.5% of the monthly premium in conformance to the Employer's instant proposal to the Firefighters Union. In addition, regional comparables indicate that the Employer's proposal is consistent with standards in other jurisdictions (Emp. Exb. 34). The Employer states that all employees of the City of North Ridgeville should pay the

same share of the health insurance premium. This is one of the Employer's primary proposals.

UNION POSITION: The Union states that the Employer originally did not propose an increase in the employee's share of health care costs, and it came about only after the Union rejected a "package proposal" to settle the negotiations. The Union suggests that this proposal at Fact Finding is unfair. The Employer's proposal would increase an employee's out of pocket costs by \$465.00 in 2013. At the same time, the Employer has refused to increase the wages of Firefighters to the level of its police officers including the superior benefits enjoyed by FOP members. The Union argues further that health care benefits were fully paid by the Employer until the immediate past collective bargaining agreement. The Union states that, based on its list of comparable jurisdictions, most employee groups pay less than 12.5% (Union Exb. 22). The Union argues further that the Employer's insurance plan is self funded, and it ended 2012 with a substantial balance (Union Exb. 20). The Union states that the Employer's costs have decreased in 2013, and an increase in the employee's share of the monthly cost is unwarranted.

RECOMMENDATION: Both parties make strong and well documented arguments to support their positions. Both sets of external comparables show a wide range of employee contributions. The Union's argument, that there is a lack of equity between fire and police employees is a thread running throughout these proceedings. The Fact Finder is directed by statute to consider comparable

jurisdictions. There are certain issues in which internal comparable benefits and costs are most important in the development of a recommendation. Health care costs and benefits are one of those issues. All other North Ridgeville employees pay 12.5% of the monthly cost of health insurance and apparently have been doing so since the first of the year. The Employer's proposal is therefore recommended. The effective date will be based on the time period of the Fact Finding process, July 1, 2013, rather than January 1, 2013. The Employer's proposal to delete obsolete language regarding specific monthly costs and 2011 pay periods is also recommended as follows.

21.01 The Employer shall provide Medical/Prescription/Dental Insurance programs as provided for in Appendix A to this Agreement to all full-time employees. Employees enrolled in the Medical/Prescription/Dental Insurance programs shall contribute twelve and one-half percent (12 ½%) of the monthly cost of such insurance effective July 1, 2013. The employee contribution will be determined by using the actuarially calculated based COBRA rates for Medical/Prescription/Dental coverages. The employee's actual required monthly amounts of contribution will be adjusted annually effective in July based upon updates to the base COBRA rate. Employee contributions shall be withheld in equal or roughly equal monthly installments from the first two (2) payrolls paid each month. Contributions withheld for each month will be for that month's enrollment (i.e., amounts withheld in January will be for January enrollment). The Employer shall have the right to change insurance carriers, provided the new coverage is equal to or better than the present coverage. Effective upon ratification, the

hospitalization insurance coverage plan provided by the City shall be that coverage outlined and listed in Appendix A of this Agreement. Employer shall provide a copy of insurance documents to the bargaining unit.

11. Article XXII, Salaries

The Union proposes wage increases of 15% effective January 1, 2013; 5% effective January 1, 2014; and 5% effective January 1, 2015. The Union proposes further to remove contract language in this article which makes reference to furlough reductions.

The Employer proposes a wage increase of 2% effective January 1, 2013 and a wage re-opener for 2014. The Employer's proposal is based on a two year collective bargaining agreement terminating on December 31, 2014.

UNION POSITION: The Union states that there is justification for its wage proposal as North Ridgeville Firefighters are paid \$5.00 per hour less than the hourly wage of comparable Fire Departments (Union Exb. 23 and 24). Bargaining unit employees are paid, on an annual basis, \$11,000.00 less than their counterparts and \$4500.00 less than North Ridgeville Police Department employees. The Union states that the cost of furloughs and other concessions since 2010 cost the bargaining unit \$290,919.36 (Union Exb. 26). The Union states further that, at one time during negotiations, the Employer may have been willing to grant a 4% wage increase in 2013 based on the resolution of other bargaining issues. With increases in the cost of health insurance and pension contributions, the Union argues that employees

would realize a real increase of less than 1% (Union Exb. 27). The Union argues that employees of the Police Department enjoy a number of economic benefits not offered to Firefighters. The Union states that, in a recent Fact Finding case in the region, the neutral recommended a 7% equity increase in addition to across the board wage increases (Union Exb. 37). The Union states that its three year proposal has a cost factor of \$1,650,739.00, and the Employer possesses the financial resources to afford its entire wage demand of 15, 5 and 5 (Union Exb. 28). The Union asks the Fact Finder to consider these facts when analyzing its wage proposal and asks further the recommendation include its three year wage proposal.

EMPLOYER POSITION: The Employer states that the wage proposals of the Union are unrealistic. Other employees at the City have received no more than 2% wage increases and have accepted a wage reopener for 2014 wages. The Employer states that all other employees were subject to concessions over the past two years, but it gave back two furloughs days last year which was the equivalent of two (2) tours with pay resulting in a two percent (2%) increase. The Employer states that, based on its list of comparable jurisdictions, the bargaining unit is only 2.7% less than the average wage, and the Union does not include the cities of Lorain and Elyria in its list of comparable jurisdictions which is a flaw in its argument (Emp. Exb. 36).

Lorain and Elyria are Lorain County communities as is North Ridgeville. They are the largest cities in Lorain County and must be considered by the Fact Finder. The Employer states further that cost of living increases, based on the consumer price

index since March, 2012, have been relatively low increasing at 1.5% (Emp. Exb. 37). The Union's proposals are unrealistic in light of these factors.

RECOMMENDATION: The Union makes a strong argument for its position regarding three wage increases based on a three year Agreement. Likewise, the Employer provides strong evidence to support its position regarding this issue. Both parties provided their own list of comparable jurisdictions, and the Employer's argument, that the cities of Lorain and Elyria should have relevance in this proceeding, is meritorious. The Union argues that employees in these jurisdictions do not provide EMS services as bargaining unit employees provide in North Ridgeville, but Lorain and Elyria are in Lorain County and are geographically near to the subject of this Fact Finding. The Union states that its members are significantly under paid based on its list of comparable political subdivisions and especially compared to the City's Police Department. The Employer acknowledges that bargaining unit employees are underpaid 2.7% less than the average of jurisdictions in its survey. Therefore the Fact Finder is compelled to consider a recommendation which exceeds recent trends. The Union states that the Fact Finder should be guided by a 2009 Fact Finding Report and Recommendation in which a 7% one-time equity pay adjustment was recommended based on a clear disparity with the regional average (Union Exb. 37). The starting pay was \$12.09 per hour compared with an average of \$16.61. There is a difference between that example and the current case. The Report and Recommendation referenced by the Union states that the Employer was in agreement that a disparity existed, and it appears that this compelled the neutral

in this matter to recommend the pay adjustment. In the instant matter, there is a disagreement regarding a wage disparity factor, and the stats provided by both parties do not suggest a disparity of the nature reported in the referenced fact finding case.

The recommendation is a four percent (4%) wage increase for 2013. This figure is generally more than that received by other city employees; it substantially exceeds the cost of living increase based on the consumer price index; and it exceeds the percentage shortfall of the average wage reported in the Employer's list of comparable jurisdictions. The Employer proposes a wage re-opener for 2014 wages. The parties have currently been at the bargaining table over one-half year. A wage re-opener would bring the parties back to the table in just a few months. And, based on the Employer's proposal of a two year duration, the parties would be back at the table again some months later following wage re-opener negotiations and the potential of impasse procedures. This scenario is not conducive to a positive relationship between the parties. This recommendation therefore includes an across the board wage increase of two percent (2%) for 2014. The Employer's argument regarding a two year duration is meritorious and will be considered further in this Report. In summation, the recommendation is a four percent (4%) wage increase for 2013 retroactive to the first of the year and a two percent (2%) increase for 2014. Currently Section 23.01 reflects what the parties bargained relating to wage freezes, furlough hours and other pay issues based on concessionary bargaining. This recommendation includes new language which deletes what the parties bargained in the former Agreement; will reflect the

recommendation for two across the board wage increases; and directs the parties to develop new wage tables based on the percentage increases.

23.01 Effective at the beginning of the first full payroll period in January 2013, all employees shall be paid in accordance with the following schedule which will reflect a four percent (4%) across the board wage increase for all employees in the bargaining unit. Effective at the beginning of the first full payroll period in January 2014, all employees shall be paid in accordance with the following schedule which will reflect a two percent (2%) across the board wage increase for all employees in the bargaining unit.

12. Article XXVI, Hazardous Materials Response Team

The Employer proposes to modify the existing provision regarding hazardous materials by creating “specialized rescue teams.” The Employer proposes further to compensate those employees, who have been selected for the teams, \$250.00 per year. The Union agrees to most of the Employer’s changes to this Article although proposes that members of the teams will receive two percent (2%) of their base wage in a lump sum payment. The Union also proposes to include Specialized Rescue Team training as compensable pursuant to this Article.

EMPLOYER POSITION: The Employer states that the Union has agreed in principle to its concept to create the “Specialized Rescue Teams.” Currently employees do not receive compensation based solely on their membership on the team although they receive compensation at a number of overtime rates when performing hazardous

materials containment. The Employer states that the Union's team membership compensation proposal is excessive and states further that most jurisdictions in the area do not provide a stipend for membership on a hazardous materials team (Emp. Exb. 38). The Employer rejects language regarding training time as it would provide appropriate training and overtime compensation if necessary.

UNION POSITION: The Union states that it agrees with the concept and much of the language changes proposed by the Employer. But the loss of potential triple and quadruple time, in the event an offender pays a monetary penalty, justifies its two percent (2%) proposal for membership on the teams. Additionally, the Employer should pay an appropriate overtime rate for training which may occur on a day not regularly scheduled to work. Finally, the Union proposes to add Fire Instructors as eligible for membership on the teams.

RECOMMENDATION: Evidence indicates that hazardous materials response occurs approximately twice per year for approximately six (6) to eight (8) hours per occurrence. Evidence also indicates that the payment of triple and quadruple pay occurs only if the offender is known and pays punitive damages to the City. The Employer's proposal is generally meritorious, and its comparables indicate that most jurisdictions do not provide stipends for membership on said teams. The number of annual occurrences does not justify the Union's proposal of a two percent lump sum payment for membership on the team. The recommendation includes the Employer's language modifications, upon which the Union has generally agreed.

The recommendation includes an annual stipend of \$400.00 for membership on Specialized Rescue Teams.

26.01 Hazardous Materials, Technical Rescue, and Dive/Rescue shall be referred to as Specialized Rescue Teams. The size and composition of each team shall be determined by the City based upon the advice of the Fire Chief. All members of each team shall be trained to a level of competency to be determined by the Fire Chief. The Fire Chief shall also determine the number of annual training sessions, with compensation determined according to the current agreement.

26.02 In the event that a member of a Specialized Response Team is required to respond to an incident, the member will be compensated in accordance with the terms of the Collective Bargaining Agreement.

26.03 All active members of the Specialized Response Teams that have met obligations of the previous twelve (12) months shall receive a lump sum payment of four hundred dollars (\$400.00) for each team he/she belongs to. The lump sum payment shall be paid in the last pay period of each year.

13. Article XXXII, Duration

The Employer proposes a two year Agreement effective January 1, 2013 to December 31, 2014. The Union proposes a three year Agreement effective January 1, 2013 to December 31, 2015.

EMPLOYER POSITION: The Employer states that all other collective bargaining agreements at the City expire on December 31, 2014. In the instant case, a two year Agreement will allow for all collective bargaining agreements to expire at the same time which will create consistency across all bargaining units at the City.

UNION POSITION: The Union states that most Agreements between the parties have had a duration of three years. The previous Agreement had a term of two years on the basis that it was a concessionary contract. The Union states further that the last FOP Agreement had a term of three years. The Union argues that the Employer currently possesses the financial resources to enter into a three year Agreement and asks the Fact Finder to recommend its proposal.

RECOMMENDATION: The Employer's goal of coordinating the expiration dates of all collective bargaining agreements is meritorious. The parties bargained a two year term during the last negotiations. This Report and Recommendation includes a two percent (2%) wage increase in 2014 as opposed to the Employer's desire for a wage re-opener which would preclude the necessity of another round of negotiations in late 2013 and early 2014. This will allow the parties to prepare for contract renewal negotiations in late 2014. The Union's proposal for a three year Agreement will make more sense when the coordination of expiration dates has

been achieved. The recommendation is for a two (2) year Agreement as follows.

32.01 This Agreement will remain in effect from January 1, 2013 through December 31, 2014.

14. Article XXXIII, Disciplinary Procedure, Section 33.03

The Employer proposes to modify this section of the Agreement to allow the Chief to hold the disciplinary hearing within thirty (30) days of the close of an investigation. The proposal includes an extension from five (5) days to ten (10) days during which the Chief presents the official notice of discipline to the employee and Union following the disciplinary hearing.

EMPLOYER POSITION: The Employer states that the current Agreement requires the Chief to convene a disciplinary meeting within five (5) days after becoming aware of a possible offense. The Employer states that it is impossible to conduct an investigation in five days. Additionally, most regional collective bargaining agreements do not include time limits for imposing discipline (Emp. Exb. 39). The Employer states that the Union has refused to extend time limits when additional time was required to complete an investigation. Internal comparables, AFSCME and FOP, indicate no time limit for the imposition of discipline. The Employer argues further that the Fire Chief cannot adequately prepare official notice of discipline within five days of the meeting, and moving this to ten days is not unreasonable.

UNION POSITION: The Union states that it prefers to maintain current contract language. Nevertheless, it had proposed earlier in negotiations, prior to the Employer's labor counsel entering the bargaining process, a number of compromises which would have extended the time limits outlined in this section of the Agreement. The Union argues that the proposal of the Employer would allow investigations to continue with no limitation but believes it is appropriate that the City be provided adequate time to properly investigate alleged policy violation or misconduct. The Union argues that the Chief does not need ten days to present a notice of discipline following the disciplinary meeting at Step One of the process.

RECOMMENDATION: The current Agreement makes no reference to the investigatory process. "Within five (5) days of the Chief becoming aware of the occurrence" is not an investigation. The other North Ridgeville collective bargaining agreements provide guidance in this matter in that there are generally no limitations regarding the Employer's ability to conduct an investigation (Union Exb. 10, pg. 28, FOP Agreement). The Union admitted at hearing that it has denied the Employer's requests for additional time to complete an investigation based on current contract language. This is problematic in that the Employer is limited to five days. The Agreement requires the Notice of Discipline to reference "dates, times, places, people involved (if possible). . . ." Sufficient time is required for the investigation in order to meet this standard, and the Union has generally agreed. This recommendation includes the Employer's proposal for a disciplinary meeting within thirty (30) days following an investigation. It does not include the

Employer's proposal to extend, from five to ten days, the time allowed the Chief to present notice of discipline following the disciplinary meeting. At this point, the Chief has had sufficient time to investigate and therefore knows the course of action to be followed. The recommendation for Section 33.03 is as follows.

33.03 The following administrative procedural steps shall apply to all disciplinary actions:

Step 1 The Fire Chief and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Fire Chief shall hold an informal meeting with the employee and representative within thirty (30) days of the closing of the investigation of the occurrence of the facts giving rise to the discipline for the purpose of discussing the matter prior to the formal presentation of charges. The specific nature of the matter will be addressed, and the Fire Chief may offer a proposed disciplinary penalty. The employee must be advised before the meeting that he is entitled to representation by the Union

Step 2 If a mutually agreeable settlement is not reached at Step 1 (the informal meeting) the Fire Chief or designee will, within five (5) working days, schedule a Step 2 meeting, prepare a formal Notice of Discipline and present it to the employee and the Union President. The specific acts for which discipline is being imposed and the penalty proposed shall be specific in the Notice of Discipline. The notice shall contain a reference to dates, times, places, people involved (if possible), advice as to the employee's rights, and the right of representation.

Step 3 Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Safety Director within five (5) working days from receipt of the Notice of Discipline.

15. Article XXXIII, Disciplinary Procedure, Section 33.05

The Union proposes to delete “gross misconduct as the exception to “corrective and progressive manner.” The Union proposes, in the alternative, to define “gross misconduct.” The Employer also proposes to delete the term “gross misconduct” and revise language to state essentially that certain offenses may require greater penalties than the traditional step by step progressive discipline.

UNION POSITION: The Union argues that the Employer’s proposal implies that it will bypass progressive discipline. The Union also suggests that this section of the Agreement should clarify what type of offenses would not be subject to progressive discipline. The Union argues that this proposal does not represent the Employer’s interests but instead is brought forward by its outside labor counsel and therefore should not be considered.

EMPLOYER POSITION: The Employer states that its proposal retains the concept of progressive discipline but allows for greater discipline for serious offenses. The Employer states that its proposal also deletes the “gross misconduct” phrase and replaces it with standard contract language. The Employer states that other collective bargaining agreements at the City mirror what is proposed here.

RECOMMENDATION: The parties agree to delete “gross misconduct.” The Employer’s argument, that its proposed modifications represent standard contract language, is meritorious and accurate. There is nothing in the Agreement which limits the authority of an arbitrator from determining if an offense deserves a greater penalty or the skipping of the disciplinary steps. The Employer’s modifications are recommended as addressing the concerns of both parties.

33.05 Discipline shall be imposed only for just cause. No non-probationary employee shall be disciplined except for just cause as defined in Ohio Revised Code Section 124.34 or for violations of Rules and Regulations as established under Article IX of this Agreement. All discipline shall be applied in a corrective and progressive manner. Except in instances where the employee’s conduct or offense committed is of a nature requiring disciplinary action greater than what is provided in the following step sequence, the application of progressive discipline shall be according to the Steps below, and shall not be deemed to apply only to repeated commission of the same infraction.

1. Verbal warning.
2. Written warning.
3. Twelve (12) hour suspension.
4. Twenty-four (24) hour suspension.
5. Demotion and/or discharge.

16. Article XXXIII, Disciplinary Procedure, Section 33.07

The Employer proposes to increase from twelve months to twenty-four months the time during which non lost time discipline will be considered in respect to progressive discipline. Additionally the proposal includes an increase from twenty-four months to sixty months during which lost time or pay discipline will be considered in respect to progressive discipline.

EMPLOYER POSITION: The Employer states that it is responsible for the offenses committed by its employees and therefore proposes to hold offenders accountable. Its proposal mirrors many of the practices of surrounding communities (Emp. Exb. 40). The North Ridgeville AFSCME Agreement limits written reprimands to two years and suspensions to four years. The FOP Agreement limits written reprimands to one year and suspensions to five years. The Employer argues that reasonableness and comparables support its proposal.

UNION POSITION: The Union rejects the proposal to modify this section of the Agreement. It states that the history of bargaining illustrates that the parties negotiated, over a number of collective bargaining agreements, to reduce the time limits (Union Exb. 30). The Union states further the Employer originally proposed 12 and 60 months. The Union argues that there have been a high number of

disciplinary suspensions over the past few years. The Union argues to maintain current contract language.

RECOMMENDATION: The AFSCME Agreement includes twenty-four months and forty-eight months. The FOP Agreement includes twelve months and sixty months. Consistency across collective bargaining agreements is a critical factor to be considered in the fact finding process. The Union states that the Employer's original proposal was for twelve and sixty months, and this is generally consistent with the practice among other North Ridgeville city employees. This is the recommendation of the Fact Finder.

33.07 If no disciplinary action has been taken against an employee during the twelve (12) months immediately preceding the present disciplinary action, then in taking disciplinary action against the employee, the City shall not consider or rely upon any prior disciplinary actions. Discipline consisting of lost time or pay shall not be used against an employee after sixty (60) months duration, providing there has been no intervening disciplinary action taken against the employee during these periods.

CONCLUSION

The Fact Finder has reviewed the pre-hearing statements of the parties, all facts presented at hearing and the numerous exhibits presented during two days of evidentiary hearing. In addition, the Fact Finder has given consideration to the

positions and arguments presented by the parties regarding each issue at impasse and to the criteria enumerated in Ohio Revised Code Section 4117.14 (G) (7) (a-f).

In addition to the specific recommendations contained in this Report and Recommendation, all tentative agreements, which were reached by the parties during negotiations and prior to the fact finding hearing, are hereby incorporated in the Fact Finding Report and Recommendation. Any issues or sub-issues not addressed during negotiations are also intended to remain current language for the purposes of this Report and Recommendation.

Respectfully submitted and issued at Cleveland, Ohio this 14th Day of August, 2013.

A handwritten signature in cursive script that reads "Thomas J. Nowel". The signature is written in black ink on a light-colored background.

Thomas J. Nowel
Fact Finder

CERTIFICATE OF SERVICE

I hereby certify that, on this 14th Day of August, 2013, a copy of the foregoing Report and Recommendation of the Fact Finder was served upon Gary C. Johnson, Esq., representing the City of North Ridgeville; Ryan J. Lemmerbrock, Esq., representing the International Association of Firefighters, Local 2129; and Donald M. Collins, General Counsel, State Employment Relations Board, by way of electronic mail.

A handwritten signature in cursive script that reads "Thomas J. Nowel". The signature is written in black ink on a white background.

Thomas J. Nowel
Fact Finder

