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September 16, 2013

State Employment Relations Board
65 East State Street
12th Floor
Columbus, Ohio 43215-4213

ATTN: BUREAU OF MEDIATION – (MED@serb.state.oh.us via e-mail)

**RE: STATE EMPLOYMENT RELATIONS BOARD
(FACT-FINDING)**

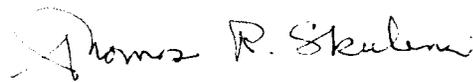
**CITY OF SHAKER HEIGHTS (Employer)
and
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 516, AFL-CIO (Union)
CASE NO.: 12-MED-10-1227**

Dear Sir/Madam:

Enclosed herein, please find a Fact-Finding Report, in regard to the above-captioned matter.

Thank for your courtesy and cooperation herein.

Very truly yours,



Thomas R. Skulina

TRS/cad
Enclosure

cc: Mary E. Laurent w/copy Enclosure (mary.laurent@serb.state.oh.us)
Patrick J. Hoban, Esquire w/copy Enclosure
(e-mail pjh@zrlaw.com and 216/696-1618 Fax)
Susannah Muskovitz, Esquire w/copy Enclosure
ATTN: MICHELLE MARKOVITZ
(michelle@mllabor.com and 216/621-3200 Fax)

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:) CASE NO.: 12-MED-10-1227
)
CITY OF SHAKER HEIGHTS)
)
and) FACT-FINDING REPORT
)
INTERNATIONAL ASSOCIATION OF)
FIRE FIGHTERS, LOCAL 516, AFL-CIO)
)

APPEARANCES

For the City:

Pat Hoban, Labor Counsel
Earl Leiken, Mayor
Robert Baker, Finance Director
Patrick Sweeney, Fire Chief

For the Union:

Susannah Muskovitz, Counsel
Martin O'Neill, President
Terry Cowoski, Negotiations Committee Member
Joe Sepesy, Negotiations Committee Member
Mary Schultz, Financial Expert

Fact Finder:

Thomas Skulina

The parties' collective bargaining agreement expired on December 31, 2012 and the parties have engaged in negotiations for a successor agreement. Having reached impasse in negotiations, the parties submitted their respective issues to resolution through the fact-finding process and selected the undersigned as Fact-Finder. The undersigned received and reviewed the parties' respective position statements which included a summary of all outstanding issues and the parties' respective positions on each issue prior to a proceeding convened on August 23, 2013.

Upon stipulation, I issue the following Recommended Award for submission by the parties to their respective ratifying bodies pursuant to R.C. § 4117.14(C)(6):

1. COMPENSATION - ARTICLE IX, SECTION 1

The Fact-Finder makes the following recommendation:

Revise the wage tables in Section 1 of Article IX to reflect the following:

January 1, 2013 - No base wage increase

January 1, 2014 - 2% base wage increase

January 1, 2015 - 2% base wage increase

2. INSURANCE – ARTICLE X, SECTION 1

The Fact-Finder makes the following recommendation:

Revise Article X, Section 1 to reflect the following:

Section 1. Effective January 1, 2013, the City will provide health insurance under the current MMO plan – 401/402 or a plan substantially equal in benefits to the plan, and under the current Kaiser Permanente plan or a plan substantially equal in benefits to this plan, summarized as follows:

A. For the Kaiser Plan ONLY, the employee shall pay a percentage of the monthly premium via payroll deduction as follows:

- a. Effective January 1, 2013
No change from current
- b. Effective January 1, 2014
Employees shall pay 10% of the monthly premium
- c. Effective January 1, 2015
Employees shall pay 15% of the monthly premium

B. For the MMO plan, employees shall pay the following:

| <u>Effective Period</u> | <u>Terms</u> |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1/01/13 – 12/31/13 | No change from current. |
| 1/01/14 – 12/31/14 | Employee Contribution Premiums: 10% of monthly funding rate (premium equivalent) for single and family Co-insurance after deductible: 10% for all services requiring a deductible to a maximum of \$600 single and \$1200 family in network Preventive Services: (routine physicals, routine eye exams, mammograms, pap tests, well child care) – no deductible, no co-pay in network Out of network co-insurance: 30% co-insurance for services out of network to maximum of \$1500 single and \$3000 family |
| 1/01/15 – 12/31/15 | Employee Contribution Premiums: 15% of monthly funding rate (premium equivalent) for single and family Co-insurance after deductible: |

15% for all services requiring a deductible to a maximum of \$750 single and \$1500 family in network

Out of network co-insurance:

30% co-insurance for services out of network to maximum of \$1500 single and \$3000 family

Section 2. Effective January 1, 2013, the City will continue the current dental insurance provisions subject to the following changes:

- a. From January 1, 2014 – December 31, 2014, employees will pay 10% of the monthly funding rate (premium equivalent).
- b. Commencing January 1, 2015, employees will pay 15% of the month funding rate (premium equivalent).

Section 3. Any employee who is qualified to participate in the City's family plan health insurance program may, at the employee's option, elect not to participate in said program, but instead receive additional compensation in the amount of two hundred and fifty dollars (\$250.00) for each month the insurance is waived. Only employees who provide acceptable proof of other health insurance are eligible to participate in this program. In addition, employees must comply with all administrative requirements established by the Director of Human Resources. Employees whose spouses are also employed by the City of Shaker Heights are not eligible to participate in this program. The monthly opt out payment will increase as the monthly opt out payment increases for non-bargaining unit employees.

Section 4. The parties agree to maintain a joint committee in order to explore alternative health insurance plans which may become available to the parties during the term of the collective bargaining agreement. The committee may be convened at the request of either party.

Section 5. Employees will be eligible to participate in the City's Wellness Program.

Section 6. The City will continue in effect the present UNUM Short Term Disability Income, Long Term Disability and General Life (\$30,000) **insurance** with double indemnity for accidental death) policies or their equivalent at the City's cost.

In addition, employees will be permitted to purchase, through payroll deduction, additional life insurance, to the limit allowed by the City's life insurance carrier, and vision coverage.

3. **HOURS OF WORK – ARTICLE V, SECTION 3**

The Fact-Finder makes the following recommendation:

Revise Article V, Section 3 to read as follows:

Effective upon the first full pay period following ratification, platoon duty personnel shall be paid for a fifty-~~one (51)~~**50** hour average work week. The work week paid will average ~~51~~ **50** hours every six weeks. Platoon duty personnel shall work a 48 hour (modified ~~51~~ **50**) average work week. The work week will average 48 hours every 3 weeks. To accomplish this, every platoon duty member will be entitled to one (1) normally scheduled work day off (Special Day) every 21 days. To make up the difference between what each member is paid and what a member worked, each platoon duty member will be charged annually ~~six (6)~~ **four (4)** Holidays and shall receive ~~four (4)~~ **eight (8)** hours of compensatory time.

Note: This change will require other language in the CBA (such as Articles VI, XIII, Sections 1 and 3, and Article XII, Section 4) to be modified.

4. **HOURLY RATES OF PAY – ARTICLE VI**

The Fact-Finder makes the following recommendation:

Revise Article VI by replacing “2652” with “2600” wherever it appears.

5. **OVERTIME – ARTICLE VII, SECTION 5**

The Fact-Finder makes the following recommendation:

Revise Article VII, Section 5 to read as follows:

Comp time may be accrued to a total of ~~one hundred fifty-six (156)~~ **two hundred (200)** hours. Comp time may be used in accordance with existing departmental procedures.

6. **HOLIDAYS – ARTICLE XII, SECTION 3**

The Fact-Finder makes the following recommendation:

Revise Article XII, Section 3 to read as follows:

In lieu of holidays, each full-time permanent member of the Fire Department on a platoon duty basis (24 duty hours) shall be credited with a total of ~~six (6)~~ **four (4)** special days (24 hours) toward such member’s modified ~~fifty-one (51)~~ **fifty (50)** hour work schedule.

7. SICK LEAVE – ARTICLE XIII, SECTION 3

The Fact-Finder makes the following recommendation:

Add the following to Article XIII, Section 3:

The maximum payment under this Section for employees hired after January 1, 2013 will be 720 hours (1/2 of 1440 hours) of unused sick leave for 40-hour per week personnel and 936 hours (1/2 of 1872 hours) of unused sick leave for line personnel.

The Fact Finder further recommends the incorporation of all tentative agreements reached by the parties.



Thomas Skulina
Fact Finder

Dated: September 16, 2013

September 16, 2013

Zashin & Rich Co., L.P.A.
55 Public Square – 4th Floor
Cleveland, Ohio 44113

ATTN: PATRICK J. HOBAN, ESQUIRE
(216/696-1618 - Fax)

Muskovitz & Lemmerbrock, LLC
BF Keith Building
1621 Euclid Avenue – Suite #1750
Cleveland, Ohio 44115

ATTN: SUSANNAH
MUSKOVITZ, ESQUIRE
(216/621-3200 – Fax)

**RE: STATE EMPLOYMENT RELATIONS BOARD
(FACT-FINDING)**

CITY OF SHAKER HEIGHTS (Employer)

and

**INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 516, AFL-CIO (Union)**

CASE NO.: 12-MED-10-1227

STATEMENT OF CHARGES

| | |
|----------|------------------------------------------------------------------------------------------|
| 04/08/13 | Received file; conferred with parties to schedule |
| Through | Hearing date; parties agreed to extension; conferred with parties |
| 06/07/13 | to schedule Hearing date; calendared Hearing date; letter to parties confirming same. |
| 08/22/13 | Received and reviewed Position Statements. |

½ Day

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September 16, 2013

08/23/13 Attendance at Fact-Finding Hearing.

1 Day

09/16/13 Reviewed Finding for Fact-Finding Report; forwarded
same to SERB and to parties.

½ Day

2.00 Days @ \$ 950.00 Per Day = \$ 1,900.00

TOTAL FACT-FINDING FEES \$ 1,900.00

EXPENSES:

Fax Charges (Outgoing) –

9 Pages x \$1.00 9.00

Xerox – 29 copies x .25 7.25

Mileage – 31 miles x .56.5 17.52

TOTAL EXPENSES \$ 33.77

TOTAL BILL \$ 1,933.77

**UNION OWES \$966.88/INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 516, AFL-CIO/MUSKOVITZ**

EMPLOYER OWES \$966.88/CITY OF SHAKER HEIGHTS/HOBAN

THOMAS R. SKULINA, ESQUIRE - FEDERAL I.D. #34-6686892)

NOTE: THIS BILL IS PAYABLE THIRTY (30) DAYS UPON RECEIPT.