

STATE OF OHIO
BEFORE THE STATE EMPLOYMENT RELATIONS BOARD

In the Matter of Fact-Finding	:	SERB Case Number: 2013-MED-07-0831
	:	
Between the	:	
	:	
CITY OF AVON, OHIO,	:	
	:	
Employer	:	Date of Fact-Finding Hearing:
	:	November 25, 2013
and the	:	
	:	
INTERNATIONAL ASSOCIATION,	:	
OF FIREFIGHTERS, LOCAL 4310,	:	
AFL-CIO,	:	Howard D. Silver, Esquire
Union	:	Fact Finder

REPORT AND RECOMMENDED LANGUAGE OF THE FACT FINDER

APPEARANCES

For: City of Avon, Ohio, Employer

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PROCEDURAL BACKGROUND

This matter came on for a fact-finding hearing at 10:00 a.m. on November 25, 2013 within a conference room at the city of Avon, Ohio Police Department, 36145 Detroit Road, Avon, Ohio 44011. At the hearing both parties were afforded a full and fair opportunity to present evidence and arguments in support of their positions. Following the presentation of evidence and arguments the hearing record was closed at 5:30 p.m. on November 25, 2013.

This matter proceeds under the authority of Ohio Revised Code section 4117.14(C) and in accordance with Ohio Administrative Code section 4117-9-05.

Prior to the day of the fact-finding hearing each party delivered to the fact finder and the other party the party's position on each unresolved issue.

This matter is properly before the fact finder for review, report, and recommended language.

FINDINGS OF FACT

1. The parties to this fact-finding process, the city of Avon, Ohio, the Employer, and the International Association of Firefighters, Local 4310, AFL-CIO, the Union, are parties to a collective bargaining agreement in effect from January 1, 2011 through December 31, 2013.
2. The parties' first collective bargaining agreement took effect in 2005.

3. The parties' successor collective bargaining agreement, their fourth collective bargaining agreement, will cover a bargaining unit comprised of full-time Captain/Paramedic, Lieutenant/Paramedic, and Firefighter/Paramedic employees of the city of Avon, Ohio, a bargaining unit comprised of thirty members.
4. The operations of the city of Avon, Ohio's Fire Department are paid through .5% city income tax, a .5 mill levy devoted to acquiring firefighting equipment, and the city's General Fund, a fund controlled by the City Council of the city of Avon, Ohio.
5. The city of Avon, Ohio is an affluent municipality that has enjoyed significant increases in revenue in 2011 and 2012, and had a General Fund unencumbered carryover in January, 2012 that approached eighty percent (80%) of the General Fund's annual budget.

TENTATIVELY AGREED ARTICLES

The following Articles have been tentatively agreed by the parties for inclusion in the parties' successor collective bargaining agreement. The following tentatively agreed Articles are recommended to be included in the parties' successor Agreement:

Article 9 – Sick Leave – sections 9.01, 9.08, and 9.09

Article 13 – On Duty Injury Leave

Article 18 – Vacations

Article 23 – Grievance Procedure

Article 24 – Disciplinary Procedure

UNOPENED ARTICLES

The following Articles are in the parties' most recent collective bargaining agreement and were not addressed during the parties' most recent bargaining. The following unopened Articles are recommended to be included in the parties' successor Agreement unchanged:

Article 1 – Recognition

Article 2 – Management Rights

Article 3 – Union Rights

Article 4 – Bulletin Boards

Article 5 – No Strike/No Lockout

Article 6 – Non-Discrimination

Article 7 – Rules and Regulations

Article 8 – Probationary Period

Article 10 – Funeral Leave

Article 12 – Jury Duty Leave

Article 14 – Military Leave

Article 15 – Uniform Allowance

Article 16 – Longevity

Article 21 – Safety Committee

Article 25 – Shift Exchange

Article 26 – Pension

Article 27 – Dues Check Off

Article 28 – Payment to Estate Upon Death

Article 29 – Education Credit

Article 30 – Savings Clause

Article 31 – Seniority and Layoffs

Article 32 – Bargaining Unit Application of Civil Service Laws

Article 33 – Labor-Management Conference

Article 34 – Waiver in Case of Emergency

Article 35 – Mileage

UNRESOLVED ARTICLES

The following Articles remained unresolved at the conclusion of the fact finding hearing:

Article 9 – Sick Leave – sections 9.03, 9.06, 9.07, 9.10, and 9.11

Article 11 – Emergency Leave

Article 17 – Holidays

Article 19 – Hours

Article 20 – Wages

Article 22 – Health Care Benefits

Article 36 – Duration

DISCUSSION OF UNRESOLVED ARTICLES AND RECOMMENDED LANGUAGE

Article 9 – Sick Leave

Section 9.03

Article 9, section 9.03 addresses the rate at which full-time bargaining unit members accumulate sick leave. Current contract language allows one and one-quarter

(1 ¼) days of sick leave per month to accumulate. Among forty-hour per work week bargaining unit members ten (10) hours of sick leave may be accumulated in a month. Among shift bargaining unit members thirteen (13) hours of sick leave per month may be accumulated.

The Employer wishes to bring the rate of accumulation of sick leave among bargaining unit members into proportion with other city employees, making adjustments as needed in comparing different schedules (40-hour/week employees v. shift employees).

The Union proposes to simplify the language of section 9.03 by deleting the reference to days and number of hours in the work week of non-forty-hour per week bargaining unit members.

The fact finder recommends the proposal from the Union on Article 9, section 9.03 as a simplification and continuation of a long-term policy between the parties. The language suggested by the Employer in its proposal on how to calculate a “day” is also recommended as a clarification of how this calculation is to be made.

Section 9.06

Article 9, section 9.06 provides that an accumulation of sick leave shall be limited to two thousand four hundred (2,400) hours.

The Union proposes the deletion of section 9.06, noting that this is the only bargaining unit employed by the city of Avon, Ohio that carries this limitation. The Union notes that eight of twelve fire departments cited by the Union as being comparable to the city of Avon’s Fire Department have no limitation on sick leave accumulation.

The Employer proposes the retention of current language in section 9.06, that is, the retention of the two thousand four hundred (2,400) hour limitation on sick leave accumulation.

The fact finder recommends the Union's proposal to delete section 9.06 from the parties' successor Agreement. Other city bargaining units have no such limitation and the Employer is protected by "cash out" limitations in Article 9, in section 9.11 that cap conversions at one thousand two hundred (1,200) hours of accumulated unused sick leave for shift employees and nine hundred sixty (960) hours of accumulated unused sick leave among employees assigned to a forty-hour work week.

The fact finder recommends the deletion of section 9.06 from the parties' successor Agreement.

Section 9.10

Article 9, section 9.10 in the parties' current collective bargaining agreement describes an annual process of conversion of accumulated and unused sick leave to pay. The Union proposes deleting the word "Union" in the first sentence that would leave the section beginning with: "All employees..." rather than "All Union employees..." The current language refers to converting up to one hundred four (104) hours of sick leave at a rate of two hours of sick leave for one hour of pay, to a maximum of fifty-two hours of pay per calendar year.

The Employer proposes the deletion of the term "Union" in the first sentence of section 9.10 and proposes replacing it with the term "shift" thereby describing the particular employees affected by this language, meaning bargaining unit members assigned to a non-forty-hour per week work schedule.

The Employer also proposes a lowering of the sick leave conversion threshold from two thousand four hundred (2,400) hours to one thousand two hundred (1,200) hours of sick leave accumulated, allowing conversion annually up to two average regular work weeks of such excess sick leave at the rate of two hours of sick leave for one hour of pay, to a maximum of one regular work week of pay per calendar year. The Employer also proposes the addition of language that specifies a conversion rate for those employees assigned to a forty-hour work week schedule, requiring eight hundred forty-eight (848) hours of sick leave to convert up to two regular average work weeks of such excess sick leave to cash at the rate of two hours of sick leave to one hour of pay, to a maximum of one regular average work week of pay per calendar year.

The fact finder recommends the more specific language proposed by the Employer for section 9.10. The language proposed by the Employer would lower the threshold under which annual conversion of excess sick leave accumulation could be converted to cash and also specifies how employees assigned to a forty-hour work week are to convert unused accumulated sick leave annually. The fact finder believes that the current language in section 9.10 is intended for employees not scheduled under a forty-hour work week and the fact finder is persuaded that the language proposed by the Employer continues the effect of the language intended in section 9.10 of the parties' current Agreement.

The fact finder recommends the Employer's proposal as to Article 9, section 9.10.

Section 9.11

Article 9, section 9.11 in the parties' current collective bargaining agreement addresses the conversion to cash of accumulated and unused sick leave upon retirement.

Current language in section 9.11 refers to service or disability retirement and to shift employees being paid for accumulated and unused sick leave at the ratio of one hour's pay for each two hours of accumulated and unused sick leave, up to a maximum of one thousand two hundred (1,200) hours of pay. Employees assigned to a forty-hour per week schedule, upon retirement, are paid one hour of pay for every two hours of accumulated and unused sick leave, up to a maximum of nine hundred sixty (960) hours of pay. Under current language, to be eligible for this conversion, the employee must have worked full-time for the city of Avon, Ohio for at least ten years and have attained normal retirement age or have been approved under the pension system for disability retirement.

The Union proposes a simplification of the language of section 9.11 by referring only to separation from service by employees. The Union proposes that the forty-hour per week language be deleted and that eligibility for the conversion to pay of accumulated and unused sick leave require only ten years of full-time service provided to the city of Avon, Ohio.

The Employer proposes the deletion of the reference to fifty-one and seven tenths (51.7) hours per week and proposes the addition of language that would add an eligibility prerequisite - an approval under the pension system for service retirement.

The fact finder recommends the Union's proposal as to the first sentence of section 9.11 on the language of separation from service, and the removal of language as to disability retirement. The fact finder recommends the retention of the description of "shift" employees and recommends the retention of the language addressing forty-hour per week employees. The fact finder also recommends the Union's proposal in requiring only the provision of at least ten years of full-time service to the city of Avon, Ohio to

qualify for the conversion of accumulated and unused sick leave upon retirement addressed by Article 9, section 9.11.

RECOMMENDED LANGUAGE – Article 9 – Sick Leave

Section 9.01 – Tentatively agreed.

Section 9.02 – Retain current language.

Section 9.03

Full-time employees shall be eligible to accumulate up to the equivalent of ten (10) hours per month for forty (40) hours per week employees and thirteen (13) hours per month for shift employees. A “day” for shift employees shall be computed by multiplying 8 by the number of regular annual hours of work of shift employees, and dividing that number by 2080; the “day” computation shall then be multiplied by 1.25 to determine the monthly sick leave credit.

Sections 9.04 and 9.05 – Retain current language.

Section 9.06 – Delete from successor Agreement.

Section 9.07 – Retain current language (renumber 9.06).

Sections 9.08 and 9.09 – Tentatively agreed (renumber 9.07 and 9.08, respectively).

Section 9.10 (renumber 9.09).

All shift employees who have accumulated more than one thousand two hundred (1,200) hours of sick time may convert up to two regular average work weeks of such excess sick leave to cash at the rate of two (2) hours of sick leave for one (1) hour of pay, to a maximum of one regular average work week of pay per calendar year.

All forty (40) hour per week employees who have accumulated more than eight hundred forty-eight (848) hours of sick time may convert up two regular average work weeks of such excess sick leave to cash at the rate of two (2) hours of sick leave for one (1) hour of pay, to a maximum of one regular average work week of pay per calendar year.

Requests to convert sick leave to cash must be submitted not later than January 10 of the applicable year.

Section 9.11 (renumber 9.10).

Upon separation from service shift employees shall be paid for any accumulated and unused paid sick leave at the ratio of one (1) hour's pay for each two (2) hours accumulated, up to a maximum of twelve hundred (1,200) hours of pay. Upon service retirement, a forty (40) hour per week employee shall be paid for any accumulated, unused sick leave at the ratio of one (1) hour's pay for each two (2) hours accumulated, up to a maximum of nine hundred sixty (960) hours of pay. To be eligible for payment of accumulated, unused sick leave under this section, the employee shall have worked full-time for the City for at least ten (10) years.

Article 11 – Emergency Leave

The Employer proposes the deletion of Article 11, Emergency Leave, from the parties' successor Agreement. Article 11 empowers the Employer to grant up to four hours of time off to a bargaining unit member without loss of compensation or benefits to help the employee help his family during a sudden illness, injury, or emergency involving a family member.

The Employer points out that no other bargaining unit employed by the city of Avon, Ohio has this benefit; other comparable fire departments do not provide emergency leave; Article 11 as it appears in the parties' current Agreement was agreed at a time when "shift" employees were intended to be treated as "salaried" employees and compensated for overtime hours actually worked in excess of 212 hours in a twenty-eight (28) day work period. The Employer argues that "shift" employees are today not treated as "salaried" employees and therefore Article 11 no longer makes sense.

The Union proposes the retention of Article 11 in the parties' successor Agreement and the up to four hours that may be granted by the Employer to an employee who is attending to an immediate family member suffering from a sudden serious illness, injury, or emergency.

The fact finder recommends the retention of Article 11, Emergency Leave, as a compassionate benefit granted under the discretion of the Employer to a bargaining unit member to help the bargaining unit member during a family emergency. This language provides an avenue of appeal in the event a request for emergency leave is refused. The fact finder is not persuaded that the interests of the parties are best served by the deletion of a benefit intended to offer compassionate assistance during a time of compelling need.

RECOMMENDED LANGUAGE – Article 11 – Emergency Leave

Article 11 – Emergency Leave – Retain current language.

Article 17 – Holidays

The Union proposes altering language in Article 17, Holidays, that would, in section 17.02, raise from four to five the tours of duty to be received as holiday pay or time in consideration of the ten holidays set forth in Article 17, section 17.01.

The Union also recommends that the number of floating holidays described in section 17.03 be raised from three to four (with one of these floating holidays remaining the employee's birthday).

The Union emphasizes that one of the goals of the Union in these negotiations has been to increase time off for shift employees. The changes proposed by the Union for Article 17 are intended to make progress toward that goal. The Union points out that comparable fire departments provide twenty-eight tours of duty off per year while the city of Avon, Ohio provides twenty-three tours of duty off per year.

An increase in tours of duty off under Article 17 affects costs and staffing, requiring more of each to maintain coverage during the additional hours away from work

proposed by the Union for Article 17. Such increases in time off further the interests of the bargaining unit; the Employer argues that these increases do not further the interests of the Employer. The Employer proposes the retention of current language in Article 17 of the parties' successor Agreement.

The fact finder has been impressed by the data provided by the Union about the increase in the number of emergency runs required of shift employees in providing emergency services. The growth of the city of Avon, Ohio in population and commercial activity is reflected in a higher demand for municipal firefighting, paramedical, and emergency services.

While the fact finder is sympathetic to the bargaining unit's desire for greater amounts of time off, the fact finder remains cognizant of the Employer's interest in limiting costs and maintaining adequate staffing levels. The fact finder therefore attempts a middle course by recommending the addition of one tour of duty off as holiday pay or time in consideration of the ten holidays set out in Article 17, section 17.01, raising from four to five the number of tours of duty off per year provided in Article 17, section 17.02. In partial recompense for this increase in time off, a small increase in the hours per work week assigned is recommended by the fact finder, from 51.7 hours to 52.0 hours, as will be discussed in greater detail in the discussion of Article 19, Hours of Work, set out below. The effect of the fact finder's recommendation of one additional tour of duty off spanning twenty-four hours is premised on an increase of per week work hours from 51.7 hours to 52.0 hours, an increase over the calendar year of approximately 15.6 hours. The extra tour of duty off, a period of twenty-four hours, in conjunction with a 52-hour work

week, would result in an additional 8.4 hours of time off per year for shift bargaining unit members.

The fact finder recommends to the parties that the additional 8.4 hours off over the calendar year is warranted by the increase in services provided by the bargaining unit and is an increase that is affordable by the Employer in its present circumstances.

RECOMMENDED LANGUAGE – Article 17 – Holidays

Article 17 – Section 17.01 – Retain current language.

Article 17 – Section 17.02

Shift employees who have completed one (1) year of service as of January 1 of the applicable calendar year shall receive five (5) tours of duty as holiday pay or time in consideration of all of the designated holidays as set forth above, provided the employee works the regularly scheduled days surrounding the holiday, and when scheduled, the holiday itself.

Employees with less than one (1) year of service as of January 1 of the applicable calendar year shall receive holiday time on a pro-rated basis.

Forty (40) hour per week employees who have completed one (1) year of service as of January 1 of the applicable calendar year shall receive eight (8) hours of holiday pay or time, as applicable, for each of the designated qualifying holidays. Employees with less than one (1) year of service as of January 1 of the applicable year shall receive holiday time on a pro-rated basis.

Holiday time not used or scheduled shall be paid in the first pay of December of the applicable calendar year.

Article 17 – Sections 17.03 and 17.04 – Retain current language.

Article 19 – Hours of Work

The Employer has proposed moving the number of hours assigned to shift employees from 51.7 hours per work week to 53.0 hours per work week within a twenty-

eight day work period, a schedule that would require 212 hours within the twenty-eight day work period to attain an overtime eligibility threshold.

The Employer contends that the fifty-one and seven tenths (51.7) hour work week is less than the average assigned hours among most fire departments, with many departments utilizing a fifty-three (53) hour work week over a twenty-eight (28) day work period.

The Union proposes a forty-eight (48) hour work week within a twenty-one day work period. The Union claims that the Union's proposed work schedule will provide better coverage and require less overtime. The Union contends that the forty-eight (48) hour work week over a twenty-one day work period offers benefits to both parties, with lower overtime costs and more free time for bargaining unit members. The Union made it clear at the fact finding hearing that one of the goals of the bargaining unit in these negotiations is to secure more certain and greater time off for shift bargaining unit members.

The Employer opposes the forty-eight (48) hour per work week work schedule proposed by the Union. The Employer argues that the schedule proposed by the Union would make minimum staffing more difficult to maintain and would increase staffing costs. The Employer notes that the Fair Labor Standards Act (FLSA) applies to the city of Avon, Ohio a fifty-three (53) hour work week, requiring premium pay for overtime hours worked in excess of 212 hours over a twenty-eight day work period.

The fact finder fears that any recommendation of a substantial change to the hours assigned to shift bargaining unit members will impede the parties in reaching consensus on a successor Agreement. The fact finder therefore recommends a small compromise as

to the number of hours to be assigned in a work week by moving the assigned hours from 51.7 hours to 52.0 hours, and recommending an additional tour of duty off under Article 17, section 17.02, a tour of duty spanning twenty-four hours.

The fifty-two (52) hours recommended by the fact finder are not the fifty-three (53) hours proposed by the Employer but the fifty-two (52) hour figure already appears in the parties' current Agreement, e.g., Article 9, section 9.10.

Under the fact finder's recommendation the Union does not secure the forty-eight (48) hour work week schedule it has proposed but it does secure greater time off for shift bargaining unit members.

The Union's proposal about a forty-eight (48) hour work week over a twenty-one (21) day work period is intriguing but to claim that the twenty-one day schedule can provide greater time off and reduce overtime costs is counter-intuitive and requires greater study. Whatever the merits of the schedule proposed by the Union, the Employer has expressed its strong resistance to it.

The fact finder recommends that the hours of work assigned to shift bargaining members under Article 19 be fifty-two (52) hours per work week over a twenty-eight (28) day work period.

RECOMMENDED LANGUAGE – Article 19, Hours of Work

Article 19 – Section 19.01 – Retain current language.

Article 19 – Section 19.02

Work shifts, assignments, and schedules shall be established by the Employer. The normal shift schedule currently consists of a twenty-four (24) hours period on duty, commencing at 7:00 A.M., followed by a forty-eight (48) hours period off duty. Work schedules shall not normally exceed an average of fifty-two (52) hours for shift or platoon (shift) employees. The average annual hours for shift employees shall be two

thousand seven hundred four (2,704) hours based upon two hundred eight (208) average hours in each twenty-eight (28) day work period, and based upon a perpetual calendar. The work year shall consist of fifty-two (52) weeks per year, thirteen (13) twenty-eight (28) day work periods.

The Department of Fire, through the Chief/designee(s), and as approved by the Director of Safety, may institute alternate schedules provided that average hours worked do not exceed 212 hours in a twenty-eight (28) day period. Work shifts shall normally consist of a twenty-four (24) hour period on duty followed by forty-eight (48) hours off duty. Employees will utilize an average of two hundred twenty-four (224) hours of "relief time" or "leveling off time" per work year to attain the average fifty-two (52) hour work week (e.g. ten [10] tours (24 hour days) for one [1] year and nine [9] tours for two [2] years out of a three [3] year cycle). Leveling off time will be scheduled, or authorized with prior approval of the Chief of Fire/designee, during each scheduling period that would exceed permissible straight time hours of work. Leveling off time will be considered an unscheduled day.

The position Captain/Paramedic may be assigned to a forty (40) hour work week schedule at the discretion of the Chief of Fire and with the approval of the Director of Public Safety and the Mayor.

Article 19 – Section 19.03

Basic Rate of Pay. The basic rate of pay or regular rate of pay for a shift position shall be computed on the basis of the applicable annual compensation for the position divided by two thousand seven hundred four (2,704) hours. Shift employees shall be compensated on a salary basis, based upon an average of one hundred four (104) hours per bi-weekly pay period, provided the employee remains working and/or in active pay status (paid status).

The annual compensation for an employee assigned to a forty (40) hour work week schedule shall be computed based upon the regular hourly rate of pay multiplied by a projected two thousand eighty (2080) hours. In the case of a salaried forty (40) hour per week employee, the annual compensation shall be divided by two thousand eighty (2080) hours to determine the hourly rate of pay equivalent.

Article 19 – Section 19.04

Overtime Pay and Call Back. The Employer shall determine the necessity for excess hours or overtime. When a shift employee is required by the Employer to work in excess of two hundred eight (208) hours in a twenty-eight (28) day work period, or the employee works and is in active pay status for more than 208 hours in a twenty-eight (28) day work period, shall be compensated for all such hours worked or in paid status in excess of the 208 hours at time and one-half (1 ½) his regular pay.

Any bargaining unit shift employee who is called back to duty during an emergency (emergency overtime), where such time does not abut his regularly scheduled

shift, shall be guaranteed three (3) hours of call back pay at time and one-half (1 ½). The Employer shall have the right to retain and require the employee to engage in productive work for the full three (3) hours, at the discretion of the Chief or his designee. This provision shall not apply to any schedule change(s), scheduled overtime, or non-emergency overtime. Unworked minimum call-back hours shall not apply for purposes of overtime computation; however, an employee shall be compensated at the highest of either the actual hours worked or the minimum call-back hours.

Any bargaining unit shift employee who is called back to duty during the three (3) hour period preceding the start of his shift shall be entitled to overtime pay at time and one-half (1 ½) for actual hours.

There shall be no pyramiding or duplication of overtime and/or premium pay for the same hours; i.e., premium or overtime compensation shall not be paid more than once for the same hours worked.

Article 19 – Section 19.5 – Retain current language.

Article 20 – Wages

The Union proposes wage increases of three percent (3%) for each of the three years of the parties' successor Agreement, with wage increases effective January 1 of each of the years of the successor Agreement.

The Employer proposes wage increases in the parties' successor Agreement in the amount of one percent (1%), one percent (1%), and one and one-quarter percent (1.25%) for 2014, 2015, and 2016, respectively.

The wage increases for uniformed police officers employed by the city of Avon, Ohio for the three years 2014, 2015, and 2016 are two percent (2%), two percent (2%), and two percent (2%), respectively.

An annual two percent (2%) wage increase is located half way between the Employer's wage increase proposal and the Union's wage increase proposal. The Union presented very credible evidence attesting to the growth in revenue available for the operation of the city through a city income tax of 1.75%, levies approved by city voters,

and other revenue sources. Without belaboring the point, the city of Avon, Ohio is doing very well financially and is in a position to afford the wage increase proposed by the Union. The fact finder asks in this Article that the parties accept something less than each party has proposed. The recommendation of the fact finder on wages is in scale, affordable by the public employer, and merited. The fact finder recommends wage increases for the bargaining unit of 2.0% effective January 1, 2014; 2.0% effective January 1, 2015; and 2.25% effective January 1, 2016.

RECOMMENDED LANGUAGE – Article 20 – Wages

Article 20 – Section 20.01

Wages and compensation for bargaining unit members shall be as set forth below:

2014 (2% wage increase)

Classification	Weekly Hours	Hourly Equivalent	Annual
Captain/paramedic	52	\$31.86	\$86,146.10
Captain/paramedic	40	\$41.42	\$86,158.18
Lieutenant/paramedic	52	\$28.48	\$77,016.04
Firefighter/paramedic			
3 years	52	\$25.47	\$68,873.01
2 years	52	\$24.21	\$65,473.23
1 year	52	\$22.98	\$62,128.28
Start	52	\$21.71	\$58,701.08

2015 (2% wage increase)

Classification	Weekly Hours	Hourly Equivalent	Annual
Captain/paramedic	52	\$32.46	\$87,869.02
Captain/paramedic	40	\$42.25	\$87,881.34
Lieutenant/paramedic	52	\$29.05	\$78,556.36
Firefighter/paramedic			
3 years	52	\$25.98	\$70,250.47
2 years	52	\$24.70	\$66,782.69
1 year	52	\$23.44	\$63,370.85
Start	52	\$22.14	\$59,875.10

2016 (2.25% wage increase)

Classification	Weekly Hours	Hourly Equivalent	Annual
Captain/paramedic	52	\$33.23	\$89,846.07
Captain/paramedic	40	\$43.20	\$89,858.67
Lieutenant/paramedic	52	\$29.71	\$80,323.88
Firefighter/paramedic			
3 years	52	\$26.56	\$71,831.11
2 years	52	\$25.25	\$68,285.30
1 year	52	\$23.96	\$64,796.69
Start	52	\$22.64	\$61,222.29

Article 20 – Sections 20.02, 20.03, and 20.04 – Retain current language.

Article 22 – Health Care Benefits

The Union proposes the deletion of language in Article 22, Health Care Benefits, that empowers the Employer to unilaterally establish the terms of the bargaining unit members' health insurance coverage and define the terms of such in the parties' collective bargaining agreement at the current levels (i.e., employees' premium contributions, deductibles, maximum out-of-pocket costs, and co-pays).

The Employer proposes the maintenance of current contract language in Article 22, Health Care Benefits.

The Union's proposed changes to Article 22 set caps on employee contributions, deductible amounts, and out-of-pocket amounts. The Union's proposed changes mandate zero co-pays for office visits, limits the co-pays for emergency room visits and visits to urgent care, and caps co-pays for generic, brand name, and maintenance (mail order) prescriptions.

The current language of Article 22, Health Care Benefits, expresses the agreement that the Employer shall provide bargaining unit members with the same medical insurance coverage (health plan) as provided to other city employees under a group insurance plan. Current contract language states that the Employer agrees to pay eighty percent (80%) of the premium/contribution costs of health care coverage, with twenty percent (20%) of the premium/contribution costs to be paid by the employee.

The Union has rightfully pointed out that health care benefits under the parties' collective bargaining agreement compromise a mandatory subject of bargaining as it is a term and condition of employment addressed by the parties' Agreement.

The fact finder understands the desire to control health care costs faced by bargaining unit members. This intention is complicated, however, by the fact that there is one coverage pool that treats all participants in the coverage pool uniformly.

The fact finder believes the language proposed by the Union for Article 22 would greatly complicate the provision of health care benefits to bargaining unit members as intended by Article 22 in the city's single coverage pool. The fact finder believes that the true protection that may be relied upon by bargaining unit members in their health care coverage is that they are to be treated in the same manner as all other members of the coverage pool. Whatever the strengths or weaknesses of the health care coverage benefit package, they are shared and apportioned equally among all coverage pool participants.

The fact finder fears that a recommendation of the Union's proposed changes to the language of Article 22 would impede rather than facilitate medical insurance coverage for bargaining unit members. The fact finder therefore recommends the Employer's proposal as to Article 22, the retention of current language in the parties' successor Agreement.

RECOMMENDED LANGUAGE – Article 22- Health Care Benefits

Article 22 – Retain current language.

Article 36 – Duration of Agreement

The Employer proposes that the parties' successor Agreement extend from the date of ratification of the successor Agreement to the end of December 31, 2016.

The Union proposes that the parties' successor Agreement run for three years, from January 1, 2014 through the end of December 31, 2016.

Obviously, for the parties' successor Agreement to take effect it must be ratified by both parties. The ratification of the successor Agreement, however, can include a retroactive starting date for purposes of wages and benefits. The fact finder finds that both parties desire a three-year successor Agreement, and upon ratification, the fact finder recommends that the successor Agreement take effect retroactively to January 1, 2014 and extend to the end of December 31, 2016.

RECOMMENDED LANGUAGE – Article 36 – Duration of Agreement

Article 36 - Section 36.01

This Agreement shall be effective as of January 1, 2014, and shall remain in full force and effect until 12:00 midnight, December 31, 2016, unless otherwise terminated as provided herein.

Article 36 – Sections 36.02 and 36.03 – Retain current language.

In making the recommendations presented in this report, the fact finder has considered the factors listed in Ohio Revised Code sections 4117.14(G)(7)(a) to (f), as required by Ohio Revised Code section 4117.14(C)(4)(e) and Ohio Administrative Code section 4117-9-05(K).

Finally, the fact finder reminds the parties that any mistakes made by the fact finder are correctable by agreement of the parties pursuant to Ohio Revised Code section 4117.14(C)(6)(a).

Howard D. Silver

Howard D. Silver, Esquire
Fact Finder

Columbus, Ohio
January 8, 2014

CERTIFICATE OF FILING AND SERVICE

I hereby certify that the foregoing Report and Recommended Language of the Fact Finder in the Matter of Fact-Finding between the City of Avon, Ohio and the International Association of Firefighters, Local 4310, AFL-CIO, SERB case number 2013-MED-07-0831, was filed electronically with the Ohio State Employment Relations Board at MED@serb.state.oh.us and served electronically upon the following this 8th day of January, 2014:

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Howard D. Silver, Esquire
Fact Finder

Columbus, Ohio
January 8, 2014