

RECEIVED FRI, MAY 16, 2014 @2:11PM-SERB

OHIO STATE EMPLOYMENT RELATIONS BOARD
IN THE MATTER OF FACT-FINDING BETWEEN

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 4170

And

2013-Med-09-1015

PERRYSBURG TOWNSHIP

For Local 4170

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For the Township

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Before Fact Finder, Betty R. Widgeon

Introduction

This Fact-finding arises pursuant to the Ohio Revised Code Section 41117.14 between the International Association of Fire Fighters, Local 4170 (Union) and the City of Perrysburg (Employer). The bargaining unit consists of 16 employees in the classifications of fulltime Firefighter/EMS personnel, full Captains, and full time Fire Inspector.

Perrysburg Township is located in northern Wood County, adjacent to the cities of Northwood, Perrysburg, and Rossford, and Lake, Middleton, Troy, and Webster Townships, and

just south of the City of Toledo. It was established in 1823 and has a population of approximately 12,512. It is the largest populated township in Wood County and the 86th largest populated township in Ohio (out of 1,308 total townships). Its land area is 34 square miles (Perrysburg Township webpage: <http://www.perrysburgtownship.us/township-government/general-statistical-information>).

Background

The Union filed its Notice to Negotiate in this matter on September 6, 2013. Negotiations started and lasted over the next seven months until the eve of fact-finding. On January 13, 2014, the Union requested that a Fact Finder be appointed. The parties agreed to waive the restrictions under R.C. Sec. 4117.14(G)(11). The undersigned Fact Finder was appointed by the State Employment Relations Board, and she initiated a pre-hearing conference call with party representatives on Wednesday, April 16, 2014.

In compliance with the Ohio Public Employee Bargaining Statute Rule 4117-9-05, representatives, Michelle Sullivan (hereafter Sullivan), for the Union, and David Smigelski (hereafter Smigelski), for the Employer, met with the Fact Finder for the hearing on April 21, 2014 at the Perrysburg Township Administrative Offices, 26609 Lime City, Perrysburg, Ohio 43551. Also present at the hearing were Eric Schmidt, Matthew Homik, Keith Feeney, and Walter Celley.

Before starting the hearing, the Fact Finder asked the representatives if they thought mediation would assist in the settlement of any of the remaining issues. The representatives stated that they had not attempted mediation but that they had discussed the issues in detail and that they doubted that anything further would be gained by attempting mediation.

The representatives summarized their positions and presented testimony, arguments, and exhibits in support. At the conclusion of the presentations, Sullivan, Smigelski, and the Fact Finder agreed that the Fact Finder would submit her report on Tuesday, May 13, 2014, if possible. Otherwise, she would inform the advocates of the new date. The Fact Finder and the advocates agreed that the latest date for submission of the report would be 30 days from the date of the fact-finding hearing. This report is submitted on May 16, 2014 via email attachment as stipulated by the parties.

Tentative Agreements Incorporated by Reference

The parties have reached tentative agreement on the following provisions:

1. Article VII, Discipline, (Excluding Section 7.5)
2. Article VIII, Grievance Procedure
3. Article IX, Seniority
4. Article X, Reduction in Force
5. Article XIV, Fitness for Duty
6. Article XIX, Paid Holiday Plan
7. Article XXIV, Training and Seminars (excluding Section 24.6)
8. Article XXX, Hours of Work, Shifts and Overtime Compensation (excluding 30.1(b))
9. Article XXXII, Deduction of Dues
10. Article XXXIV, Duration
11. New Article: Promotions
12. New Article Physical Health

The Fact Finder incorporates by reference all of the parties' tentative agreements, including any additional TAs reached by the parties but not specifically numbered above, and hereby includes each of them as a part of her Fact-finding recommendations.

Outstanding Issues

The parties reached impasse on the following issues advanced by the Union:

1. Article VII, Discipline – Section 7.5
2. Article XXIV, Training and Seminars – Section 24.6
3. Article XXX, Hours of Work, Shifts and Overtime Compensation –Section 30.1(b)
4. Article XXVI, Insurance—Section 26
5. Article XXVIII, Wages, Annual Increases and Officer in Charge Pay—Section 28

Criteria For Recommendations

Rule 4117-9-05 sets forth the criteria the Fact Finder is to consider in making recommendations:

1. Past collectively bargained agreements, if any.
2. Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved.
3. The interest 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 standards of public service.
4. The lawful authority of the public employer.
5. Any stipulation of the parties.
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or private employment

Considering the evidence, discussions, and comparables presented at the fact-finding hearing in light of the above criteria, the Fact Finder makes the recommendations detailed below.

1. DISCIPLINE, ARTICLE VII-SECTION 7.5

Recommendation

The Fact Finder recommends the following language:

Section 7.5. Disciplinary Appeals

1. Disciplinary actions involving a termination, demotion, or a suspension may be taken to arbitration.
2. Other disciplinary actions may not be taken to arbitration, but may be appealed as follows: a) First-step appeal to Captain for review, b) Second step-appeal to Deputy Chief for review.

Fact Finder suggestion: Parties should meet for a face-to-face review. At the review, after the discussion, the Captain (at 1st step) or Deputy Chief (at 2nd step) should issue a verbal decision sustaining or rejecting the proposed discipline.

Rationale

A two-tiered process is an efficient way of providing an avenue for less serious discipline matters to be discussed quickly. The employer does not incur additional costs or an undue expenditure of time. Discussions hold the potential of clearing up issues immediately that could otherwise fester and become problems down the road. Since all disciplinary actions are included in the overall work history the employer reviews for promotions purposes, by adopting this recommendations, the parties would provide the opportunity for all discipline issues to be managed effectively and succinctly. The overall benefits include the following:

- Minimal costs and time for both sides
- Opportunity for everyone to listen and to be heard
- Potential to foster more congenial relationships and efficiency with respect to more serious disciplinary matters
- No additional paperwork

2. TRAINING AND SEMINARS – ARTICLE XXIV, SECTION 24.6**Recommendation**

The Fact Finder recommends the following language:

Section 24.6.

Reimbursement for meals and gratuities for meals shall not exceed \$46 per day of the event.

Rationale

Both sides agree that, after seventeen years, this is an appropriate time for the current \$25.00 per day meal reimbursement to be substantially increased. Evidence established that, on many occasions, under the \$25.00 rate, employees have had to pay excess meal costs out-of-pocket. Given the comparables presented at the hearing, the background and history presented to the Fact Finder, and the built-in supervision that receipts must be presented for all claimed costs, the Fact Finder believes that the appropriate increase is to bring the reimbursement up to the State standard rate of \$46.00, and that gratuities should be included.

3. HOURS OF WORK, SHIFTS AND OVERTIME COMPENSATION--ARTICLE XXX, SECTION 30.1(b)**Recommendation**

The Fact Finder recommends the Employer's proposal, i.e. that *compensatory time* is excluded from calculation of overtime pay. Thus, the recommended language is as follows:

Section 30.1 Overtime Pay.

- b. For purposes of determining an employee's eligibility for the overtime pay rate, all hours in active pay status by the employee will be included. "Active pay status" includes

actual hours worked, paid sick leave, paid injury leave, bereavement leave, vacation, personal leave days, and holidays. Other absences from work, paid or unpaid, shall not be considered “active pay status.” There shall be no pyramiding of overtime compensation and/or premium pay.

Rationale

Not including compensatory time does not equate to a Union concession, as it has never been included in contract language. Although the parties’ *practice* has been to include compensatory time, the negotiated contract always officially excluded it. With respect to this issue, the Employer has been doing more than the contract required for 17 years. The Fact Finder finds that the Employer has given appropriate notice that compensatory time will no longer be included in overtime calculations.

4. INSURANCE— ARTICLE XXVI

Recommendations

Both sides have recognized the important role that the Insurance Committee can play in reporting to the Board of Trustees its review, study, and recommendations regarding coverage, changes, and modifications. Given the detailed discussion and the evidence presented by both sides at the hearing, the Fact Finder will begin this section with recommendations regarding the composition, voting structure, and recommendation approval process of the committee. The Fact Finder recommends the following:

- 1) that the Insurance Committee membership be reduced to a maximum of 10 individuals, consisting of an equal number of employee and employer representatives;
- 2) that the voting structure between the employer and the employees be equalized so that each side holds 50% of the vote; and
- 3) that the process of reviewing and accepting or rejecting Insurance Committee recommendations be modified to follow the process utilized by Sylvania Township.

With that initial recommendation as a backdrop, the Fact Finder recommends the following language with respect to Sections 26.1, 26. 3, 26.5, and 26.6:

Recommendation for Section 26.1

Section 26.1. The Employer shall make available to all bargaining unit employees comprehensive major medical/hospitalization health care and ancillary insurance coverage (e.g., dental, vision, etc.) as **selected and approved by the Board, after receiving recommendations from the Insurance Committee**, under the terms of this Article. The Employer will select carriers, providers, and otherwise determine the methods and levels of coverage, which may be subject to change. The participating employee may select coverage (i.e., single, two-party, family, etc.) subject to the plan offerings. The parties acknowledge that carrier changes may be necessary during the life of the agreement to maintain cost competitiveness, and

if, during the life of this agreement, it becomes necessary to change carriers, the Employer, **through the Insurance Committee**, will notify employees of changes **at least thirty (30) days** in advance of such action. Employee contributions shall continue to be paid with pre-tax dollars.

Rationale

With the recommended adjustments to the Insurance Committee, the Committee will not lose its relevance, and the Board will not give up control.

Recommendation for Section 26.3, HSA Funding

The Fact Finder recommends the essence of what both sides are proposing:

Section 27.3. HSA Funding. For the term of this Agreement, the Employer shall fund employee HSA accounts in amount that is **eighty percent (80%) of the applicable deductible amount**, subject to the limitations set by the Internal Revenue Service. Funding shall be deposited into the employee's HSA on or about January 1. Any employee that separates from employment in a given plan year shall have the annual contribution prorated to a monthly basis and apportioned to the length of time served during the year of separation. The Employer shall then deduct from the employee's separation payments any excess monies that were initially credited based upon a full year's service that was not rendered. (i.e., an employee retiring or leaving employment in June of a given year shall have 50% of the annual HSA contribution withheld from his severance payment or final paycheck).

Rationale

The Employer wants to see the *current levels continued* and *not to fully fund the account each year*, which would result in over-funding. The Union wants to lock the rate at *80% of the deductible*. If the rate is locked in at 80%, the Employer would never be required to fully fund the account. The Union's proposed language extends that 80% through the term of the contract.

Recommendation for Section 26.5. Contribution Amounts

The Fact Finder recommends the Union's proposal regarding contribution amounts:

Perrysburg Township shall contribute eighty-five percent (85%) and its employees shall contribute fifteen percent (15%) of the base monthly amounts for the applicable coverage (e.g., single, 2-party, family, etc.) under its plan. The contribution shall be made through bi-weekly payroll deductions.

Rationale

Although this 85/15 employer-employee contribution split does not quite take the parties up to the average proportional allotment, it is a reasonable step at this point, given the parties' bargaining history, the efforts of both sides to recognize escalating health care costs, and appreciation of the Township's efforts to remain fiscally responsible.

Recommendation Section 26.6, Insurance Committee

The Fact Finder recommends the following (underlined and ~~deleted~~) language modifications:

Section 26.6. Insurance Committee

(1) The parties agree to continue to maintain an Insurance Committee for the purpose of studying and recommending cost containment programs for medical and prescription coverage, reviewing usage, and recommending benefit levels. The Union and Employer agree to participate in the committee.

(2) The committee shall consist of no more than one (1) representative (or alternate) from each of the Township bargaining units, no more than one (1) non-bargaining unit representative (or alternate), and no more than five (5) representatives (or alternates) of the Employer, one of which will be a member of the Board of Trustees.

(3) Each representative (or his/her alternate) shall have an equal right to participate in all discussions that come before the Committee.

(4) Each member (or his/her alternate) shall have 1 vote on any proposal or decision made by the committee, with the proviso that each side holds no more than 50% of the vote. The Insurance Committee shall have the ability to recommend changes, recommend alterations to benefit levels, and/or recommend adjustments to coverage levels through majority vote.

(5) If the Board of Trustees does not accept and/or adopt the Insurance Committee's recommendation(s) the insurance benefits that are in effect at the time will remain in effect until such time as the Board approves a new recommendation from the Committee or a successor labor agreement is negotiated.

~~Recommendations are non binding in nature and pursuant to Section 1 of this Article the Board shall have the final authority to adjust plan benefits levels, alter offering, and otherwise determine the method and provision of coverage should it deem such action necessary.~~

Rationale

As stated above under Section 26.1, with the recommended adjustments to the Insurance Committee, and adoption of procedures similar to those of Sylvania

Township's Insurance Committee, the Committee will maintain its relevance, and the Board will maintain its control.

(5) WAGES, ANNUAL INCREASES AND OFFICER IN CHARGE PAY--ARTICLE XXVIII

Recommendation

The Fact Finder recommends the following language:

Section 28.1. Effective January 1, 2014, [with the agreed to wage schedule adhered to]: a 1.5% pay increase for the first year of the agreement; additional pay increases effective January 1, 2015, of 1.5% and January 1, 2016 of 2.0%.

Section 28.7. In the event that an officer is scheduled but unavailable to work a shift, a member of that shift designated by the Chief to act as the officer in charge will be paid an additional \$.80 per hour for each hour in which [s]he serves in that capacity.

Rationale

Given the bargaining history, the current wage in comparison with the comparables presented, and the current fiscal health of the Township, the Fact Finder finds that moderate increases over the next three years are in order. The Fact Finder was not persuaded by the evidence at hearing that the totality of duties and responsibilities OICs assume during that designated period reasonably and fairly require payment at a Captain's pay level.

The Parties' Positions And Rationales (Taken From Their Position Statements) Are Set Forth Below

1. ARTICLE VII, DISCIPLINE – SECTION 7.5

The Union proposes the following language:

Section 7.5. Disciplinary Appeals. Any disciplinary action can be appealed through the grievance procedure; however, Only only those disciplinary actions involving a termination, demotion, or a suspension may be ~~appealed through the grievance procedure~~ taken to arbitration.

Rationale

The Union argues that a fundamental component of employment covered by a collective bargaining agreement is the protection afforded by the requirement that discipline is imposed

only for just cause and the ability to grieve discipline that is imposed without just cause. It emphasizes that, presently, the agreement affords employees no ability to formally dispute reprimands and warnings that they believe to have been imposed without just cause.

The Union underscores that the provision provides both parties with a formal process to address disputes over all forms of discipline. However, to avoid the expense associated with affording the full grievance process, including arbitration, disputes over lesser forms of discipline could not be taken to arbitration.

Employer's Position

The Employer proposes no change to the current language.

Rationale

The Employer reason reasons that, because the Union has not identified any specific reason for the change, that the current language is reasonable. Also, the Employer points out that it has participated in bargaining in good faith and has made several concessions to the Union on other points.

2. TRAINING AND SEMINARS – ARTICLE XXIV, SECTION 24.6

Union's Position

The Union proposes the following disputed language:

Section 24.6. Reimbursement for meals **and gratuities for meals** shall not exceed ~~\$25.00~~ \$50.00 per day of the event.

Rationale

The Union's points out that the current reimbursement rate is very low by all estimations. It had first suggested the federal daily allowance rate, but when that proposal was rejected, it decided on \$50 per day, which it describes as being in the middle of the per diem rates authorized by the U.S. General Services Administration for meal and reimbursement in Ohio, which ranges from \$46 to \$56.

Employer's Position

The Employer proposes the following language:

Section 24.6. Reimbursement for meals **and gratuities for meals** shall not exceed ~~\$25.00~~ \$40.00 per day of the event.

Rationale

The Employer acknowledges that the \$25 daily rate is too low, but also points out that moving from \$25 to \$40 is already a very large change. It should not need to double its rate of pay at this time. It argued that most of the trainings the township employees go on are fore 3 days or fewer and that meals costs on the first and last days are often lower than they are on days where the employees are required to purchase all three meals.

(3) HOURS OF WORK, SHIFTS AND OVERTIME COMPENSATION - ARTICLE XXX, SECTION 30.1(b)

Union's Position

The Union proposes the following language:

Section 30.13. Overtime Pay.

b. For purposes of determining an employee's eligibility for the overtime pay rate, all hours in active pay status by the employee will be included. "Active pay status" includes actual hours worked, paid sick leave, paid injury leave, bereavement leave, vacation, personal leave days, compensatory time and holidays. Other absences from work, paid or unpaid, shall not be considered "active pay status." There shall be no pyramiding of overtime compensation and/or premium pay.

Rationale

The Union argues that the Township has voluntarily counted any paid time off, including compensatory time off as hours worked for the purposes of overtime eligibility for several years. However, the Township refuses to memorialize the practice in the contract. Given the financial health of the Township, removing compensatory time off from this list is an unwarranted concession for this group of employees.

Employer's Position

The Employer proposes the following language:

b. For purposes of determining an employee's eligibility for the overtime pay rate, all hours in active pay status by the employee will be included. "Active pay status" includes actual hours worked, paid sick leave, paid injury leave, bereavement leave, vacation, personal leave days, and holidays. Other absences from work, paid or unpaid, shall not be considered "active pay status." There shall be no pyramiding of overtime compensation and/or premium pay.

Rationale

The Employer argues that, under the current agreement, unworked time is not considered at all in the calculation of overtime. It has already agreed to expand the definition of “active pay status” to include multiple forms of paid overtime. However, utilizing compensatory time to create additional overtime would constitute pyramiding of overtime compensation, which is expressly prohibited under the contract. Therefore, the Employer believes its position on this issue to be fair and reasonable.

INSURANCE— ARTICLE XXVI, Section 26

Section 26.1

Union’s Position

The Union proposes the following language:

Section 26.1. The Employer shall make available to all bargaining unit employees comprehensive major medical/hospitalization health care and ancillary insurance coverage (e.g., dental, vision, etc.) as selected and approved by the ~~Board~~ Insurance Committee under the terms of this Article. The Employer will select carriers, providers, and otherwise determine the methods and levels of coverage, ~~which may be subject to change~~ as long as it maintains substantially equivalent coverage under the term of this agreement. The participating employee may select coverage (i.e., single, two-party, family, etc.) subject to the plan offerings. The parties acknowledge that carrier changes may be necessary during the life of the agreement to maintain cost competitiveness, and if, during the life of this agreement, it becomes necessary to change carriers, the Employer, through the Insurance Committee, will notify ~~the union~~ employees of changes at least forty-five (45) days in advance of such action. Employee contributions shall continue to be paid with pre-tax dollars.

Section 26.3. HSA Funding. For ~~the year 2011~~ the term of this Agreement, the Employer shall fund employee HSA accounts in amount that is at least eighty percent (80%) of the applicable deductible amount, subject to the limitations set by the Internal Revenue Service. For example, as of the execution of this Agreement, the deductible for single coverage is \$1,500 and other coverage (i.e., family, EE/child, etc.) is \$3000, with the Employer depositing one thousand two hundred dollars (\$1,200) for a single plan and two-thousand four hundred dollars (\$2,400) for other coverage (i.e., family, EE/child, etc.) to the employee's HSA account, which is 80% of the applicable deductible amount. Funding shall be deposited into the employee's HSA on or about January 1. Any employee that separates from employment in a given plan year shall have the annual contribution prorated to a monthly basis and apportioned to the length of time served during the year of separation. The Employer shall then deduct from the employee's separation payments any excess monies that were initially credited

based upon a full year's service that was not rendered. (i.e., an employee retiring or leaving employment in June of a given year shall have 50% of the annual HSA contribution withheld from his severance payment or final paycheck).

Section 26.5. Contribution Amounts. Perrysburg Township shall contribute eighty-five percent (85%) and its employees shall contribute fifteen percent (15%) of the ~~the following~~ base monthly amounts for the applicable coverage (e.g., single, 2-party, family, etc.) under its plan. The contribution shall be made through bi-weekly payroll deductions.

{chart omitted}

Section 26.6. Insurance Committee. The parties agree to continue to maintain an Insurance Committee for the purpose of studying and recommending cost containment programs for medical and prescription coverage, reviewing usage, and recommending benefit levels. The Union agrees to participate in the committee. The committee shall consist of two (2) representatives from each of the Township bargaining units, one (1) non-bargaining unit representative, and two (2) representatives of the Employer, one of which will be a member of the Board of Trustees. The Insurance Committee shall have the ability to ~~recommend~~ effectuate changes, ~~recommend and~~ alterations to benefit levels, and/or ~~recommend~~ make adjustments to coverage levels through majority vote. ~~Recommendations are non~~ Votes of the Insurance Committee are binding in nature on all parties. ~~and pursuant to Section 1 of this Article the Board shall have the final authority to adjust plan benefits levels, alter offering, and otherwise determine the method and provision of coverage should it deem such action necessary.~~

Rationale

The Union points out that, with respect to the employee contribution amounts, its changes maintain the status quo from an economic standpoint. During the prior agreement, the Union agreed to increase the members' share of insurance premiums from 12% to 15% even though it was not obligated to even discuss an increase at that time. The Union's proposal to convert the HSA contribution language from a set amount to a percentage maintains the status as far as the payments that the Trustees must make as long as the deductible stays at \$1,500 for single coverage and \$3,000 for family coverage.

With regard to the role of the Insurance Committee, the Union points out that health insurance is a mandatory bargaining subject. Because the Union has relinquished some of its bargaining rights to the committee, it is important that the Insurance Committee plays a meaningful role in the health insurance decision-making process. And the only way that the Union sees to insure that the Committee has enough of a role in the process is to give the Committee binding power. The Township has a representative on the Insurance Committee who can represent its interests, so giving binding authority to the Committee would not be robbing the Township of its voice in the process.

Employer's Position

The Employer proposes the following language:

Section 26.1. The Employer shall make available to all bargaining unit employees comprehensive major medical/hospitalization health care and ancillary insurance coverage (e.g., dental, vision, etc.) as selected and approved by the Board under the terms of this Article. The Employer will select carriers, providers, and otherwise determine the methods and levels of coverage, which may be subject to change. The participating employee may select coverage (i.e., single, two-party, family, etc.) subject to the plan offerings. The parties acknowledge that carrier changes may be necessary during the life of the agreement to maintain cost competitiveness, and if, during the life of this agreement, it becomes necessary to change carriers, the Employer will notify the union in advance of such action. Employee contributions shall continue to be paid with pre-tax dollars.

Section 26.3. HSA Funding. For ~~the year 2011~~ the term of this Agreement, the Employer shall fund one thousand two hundred dollars (\$1,200) for a single plan and two-thousand four hundred dollars (\$2,400) for other coverage (i.e., family, EE/child, etc.) to the employee's HSA account. Funding shall be deposited into the employee's HSA on or about January 1. Any employee that separates from employment in a given plan year shall have the annual contribution prorated to a monthly basis and apportioned to the length of time served during the year of separation. The Employer shall then deduct from the employee's separation payments any excess monies that were initially credited based upon a full year's service that was not rendered. (i.e., an employee retiring or leaving employment in June of a given year shall have 50% of the annual HSA contribution withheld from his severance payment or final paycheck).

Section 26.5. Contribution Amounts. Perrysburg Township shall contribute 82% and its employees shall contribute 18% base monthly amounts for the applicable coverage (e.g., single, 2-party, family, etc.) under its plan. The contribution shall be made through bi-weekly payroll deductions.

{chart omitted}

Section 26.6. Insurance Committee. The parties agree to continue to maintain an Insurance Committee for the purpose of studying and recommending cost containment programs for medical and prescription coverage, reviewing usage, and recommending benefit levels. The Union agrees to participate in the committee. The committee shall consist of two (2) representatives from each of the Township bargaining units, one (1) non-bargaining unit representative, and two (2) representatives of the Employer, one of which will be a member of the Board of Trustees. The Insurance Committee shall have the ability to recommend changes, recommend alterations to benefit levels, and/or recommend adjustments to coverage levels through majority vote. Recommendations are non-binding in

nature.

Rationale

The Employer believes that its 82/18 proposal is fair and reasonable based on the state of the economy, past collective bargaining agreement between the parties, and the Township's ability to pay. Although it had anticipated that the Union would propose an 88/12 split, it also believes that the Union's proposed 85/15 split would result in a significant increase in Township contributions during a very uncertain time in the are health insurance coverage.

On the subject of HSA funds, the Township wants to maintain its current funding levels and believes that an increase in funding could lead to over-funding.

With regard to the Insurance Committee, the Township is not interested in relinquishing control over decisions such as the amount of benefits that it pays to the Committee.

(5) ARTICLE XXVIII, WAGES, ANNUAL INCREASES AND OFFICER IN CHARGE PAY

Union's Position

The Union proposes the following language:

Section 28.1. Effective January 1, ~~2011~~2014, the attached wage schedule marked as Appendixes A, B and C shall be adhered to. Those rates reflect a ~~1.5~~ 4.0% pay increase for the first year of the agreement. They further reflect additional pay increases effective January 1, ~~2012~~2015, of ~~1.5~~ 4.0% and January 1, ~~2013~~ 2016 of ~~2.0~~ 4.0%.

Section 28.7. In the event that an officer is scheduled but unavailable to work a shift, a member of that shift designated by the Chief to act as the officer in charge will be paid ~~an additional \$.70 per hour~~ at the applicable Captain's rate of pay for each hour in which [s]he serves in that capacity.

Rationale

With regard to the pay increases, the Union feel that salary increases of 4% per year for the term of the contact are necessary and reasonable to keep the Union at pace with the current rate of inflation and to take the compensation from the bottom half of the standing as compared to similarly situated departments in the metro Toledo area.

With Regard to the Officer in Charge proposal, the Union argues that a pay increase of \$0.70 does not adequately compensate the individuals who take on the position for the responsibilities and liabilities that they assume. Instead, these individuals should be compensated at a Captain's rate when they are acting as Officer in Charge. The Union argues that the Township is able to pay for both of the

Employer’s Position

The Employer proposes the following language:

Section 28.1. Effective ~~first full pay period in January 2011, 2012, 2013~~ with the first full pay period in January 2014, 2015, 2016 the attached wage schedule marked as Appendixes A, B and C shall be adhered to. Those rates reflect a ~~1.5~~ 1.0% pay increase for the first year of the agreement. They further reflect additional pay increases effective ~~January 1, 2012~~ with the first full pay period in January 1, 2015, of 1.5% and January 1, ~~2013~~ 2016 of 2.0%....

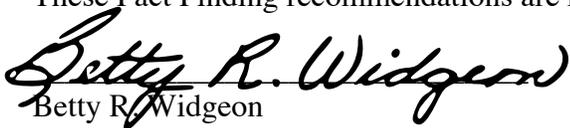
Section 28.7. In the event that an officer is scheduled but unavailable to work a shift, a member of that shift designated by the Chief to act as the officer in charge will be paid an additional \$.70 per hour for each hour in which [s]he serves in that capacity.

Rationale

The Employer believes that its wage increase proposal is reasonable based on the continuing economic challenges facing the Northwest Ohio region, comparable wage rates, comparable work, past collectively bargained agreements and the Township’s ability to pay. The proposed changes would give the firefighters competitive wages while assuring the Township’s ability to have the financial security it needs to effectively manage its budget and personnel in a difficult and unpredictable economy.

The Employer argues that the Township’s current proposal would provide the unit with increases above those negotiated in nearly every category when compared with the Toledo region, Ohio townships, and fire units, and when compared with the average wage increase for each year under a three-year agreement. The Employer pointed out that it is not required to give every concession that it can presently afford; it is trying to exercise long-term financial stability. The Employer also voiced its belief that the Union’s proposal is a thinly veiled attempt to get the Fact Finder to “split the baby.”

These Fact Finding recommendations are respectfully submitted on May 16, 2014 by:


Betty R. Widgeon

Certificate of Service

I, Betty R. Widgeon hereby certify that the above Fact-Finder's Recommendation Report was served upon the following parties, to wit, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 4170, via Michelle T. Sullivan, Esq., (Allotta, Farley & Widman Co., LPA, 2222 Centennial Road, Toledo Ohio 43617) by email attachment to: Michelle Sullivan <msullivan@afwlaw.com> and PERRYSBURG TOWNSHIP, via David M. Smigelski, Esq. (Spengler Nathanson P.L.L., Four SeaGate, Suite 400, Toledo, Ohio 43604-2622) by email attachment to: David Smigelski <dsmigelski@snlaw.com> **as stipulated to by the parties**, and upon the Ohio State Employment Relations Board (**Donald Collins- Administrator, Bureau of Mediation State Employment Relations Board, 65 East State Street, Suite 1200, Columbus, Ohio 43215-4213**), **Donald.Collins@serb.state.oh.us** via email attachment (along with the requested Fact-finding Report/Conciliation Award Data Summary Sheet) on the 16th day of May, 2014.


Betty R. Widgeon, Fact Finder