

Received Mon 9 Feb 2015

STATE EMPLOYMENT RELATIONS BOARD

BEDFORD FIREFIGHTERS LOCAL : CASE NO. 2013-MED-10-1433  
1683, IAFF :  
UNION :  
And :  
CITY OF BEDFORD :  
EMPLOYER :

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REPORT OF THE FACT FINDER

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I. BERNARD TROMBETTA  
Fact Finder  
6590 Creekside Trail  
Solon, Ohio 44139  
(440) 248-4845

February 9, 2015

I. DATE AND PLACE OF HEARING

This hearing was held on February 6, 2015 at the Bedford City Hall, 165 Center Road, Bedford, Ohio.

II. PARTIES TO THE HEARING

The parties are Bedford Firefighters, Local 1683, IAFF, hereinafter referred to as the "Union" and the City of Bedford, hereinafter referred to at the "Employer".

III. APPEARANCES

The following persons appeared on behalf of the respective parties:

For The Union

Thomas Hanculak	Attorney for the Union
Chris Neading	President

In addition, the Union was represented by three committee persons

For The Employer

Jon Dileno	Attorney for the City
Mike Mallis	City Manager
John Montello	Law Director
Frank Gambosi	Finance Director

IV. INTRODUCTION

This is a fact finding matter between the parties. As required by statute, the Fact Finder sought to engage the parties in mediation to resolve the single remaining issue. The parties have been bargaining over contract renewal since October, 2013 and all outstanding issues, save one, were resolved through a Tentative Agreement, a copy of which was not provided to the Fact Finder.

The remaining issue, Article XVIII- Injury Leave, proved to be difficult to resolve and somewhat contentious. After each party presented its position, the Fact Finder asked whether the parties preferred to separate with each party going to a separate room. The parties agreed to a separation and the Fact Finder, acting as the neutral, shuttled between them, conveying the offers and counter-offers.

#### V. RESOLUTION

The parties agree that Article XVIII of the new contract shall contain the following language. If not changed as reflected herein, the language of the current contract shall be retained.

First Paragraph: On the fourth line, 180 days shall be changed to 120 days;

Bullet Points (The following constitutes new language and shall be known as Section (a) in the new agreement:

(a) The injury was suffered as a result of the following:

While engaged in fighting fires;

While engaged in hazardous material incidents;

While involved in traffic accidents; while responding to or at the scene of a call;

While engaged in training that firefighting or hazardous materials or extrication, technical, rescue or any other hazardous type training;

While providing medical care and the employee contracts an infectious disease or is hurt while lifting or carrying the patient;

Is assaulted at the scene of a call;

While performing maintenance on a high risk nature (e.g. while maintaining the extended ladder or tower);

For any other circumstance determined by the City in its sole discretion

The remaining sections of the current contract language shall be re-lettered, beginning with Section (b) thru (f)

The current Subsection (d) shall be re-lettered as Subsection (e)

A new Subsection (f) shall be added to the new contract as follows: (f) The 120 calendar day timeframe may be extended per the sole discretion of the City upon the request of the employee.

The Fact Finder notes that the above changes are to be incorporated into a TA on which the parties shall sign off on and

that the adoption of a new collective bargaining agreement shall follow normal protocol and procedures in its adoption by both parties.

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I. Bernard Trombetta, Fact Finder

SERVICE

A copy of the foregoing report was served upon Thomas M. Hanculak, Attorney at Law, 1360 SOM Center Road, Mayfield Heights, OH 44124, Attorney for the Union and Jon Dileo, Attorney at Law, 950 Main Avenue, 4<sup>th</sup> Floor, Cleveland, OH 44113, Attorney for the City on the 9<sup>th</sup> day of February, 2015