

On August 14, 2015, the negotiators signed a tentative agreement (“TA”). On September 23, 2015, the members of the bargaining unit rejected the TA. As a result of that rejection, the Union’s negotiators brought forward two Articles of the TA to be resolved by the Fact-finder. The Fact-finder was asked to accept the TA except for one subsection in each of two articles: Article 12, Section 12.2 relating to paramedic and transport vehicle differentials and Article 18, Section 18.9 relating to employee monthly insurance premium contributions. The City’s position was to retain the language of the TA in both subsections.

The parties submitted detailed pre-hearing statements and exhibits on November 19, 2015. The Fact-finder considered those submissions at the hearing held on November 24, 2015 pursuant to O.R.C. Section 4117.14(C)(3) and O.A.C. Rule 4117-9-05(H).

Relevant Considerations in Resolving the Dispute. O.R.C. Section 4117.14(G) and O.A.C. Rule 4117-9-05(K) set forth the following considerations relevant to resolving this dispute:

- (a) Past collective bargaining agreements . . . between the parties;
- (b) 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;
- (c) The interest and welfare of the public, and the ability of the employer to administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute procedures in the public

service or in private employment.

The Union's Position. The Union's position is that the bargaining process includes, by definition, the right of its membership to accept or reject the recommendations of its negotiators. With respect to insurance premium contributions under Section 18.9, the Union membership requests that the Fact-finder not only maintain the status quo and keep the monthly employee premium contributions at the stated percentages of the TA but also that members continue to have the protection afforded by specific dollar caps on these monthly premium contributions under the existing Agreement.

With respect to Article 12, Section 12.2, the Union requests that the Fact-finder maintain the status quo and, thus, reject the "Transport Differential" proposed in the TA and maintain the 8% differential for all employees who hold paramedic certifications. The Union also does not agree that a change in the transport vehicle deployment model is contractually permissible.

The City's Position. The City's position is that the Fact-finder should recommend the TA in its entirety. The City argues that the TA is the result of negotiations over 22 articles in a 38 article CBA. The negotiations took more than a year. Each party achieved some gains and made some concessions. The City believes that the Union should accept the compromises that were reached since it is accepting all of its gains and rejecting only the gains that the City has achieved.

Analysis and Recommendations.

Taking into consideration the arguments of the parties, the factors set forth in O.R.C. Section 4117.14(G) and O.A.C. Rule 4117-9-05(K), and the entire TA, the Fact-finder makes the following recommendations with respect to the disputed provisions:

Article 12, Section 12.2. The Fact-finder recommends that Article 12, Section 12.2 as set forth in the TA be adopted for the final Agreement. The basic concept for applying the differential is reasonable and is an important component of the overall economic package developed by the negotiators.

Article 18, Section 18.9, Premium Contributions. The Fact-finder recommends that Article 18, Section 18.9 be drafted with modifications as follows:

Section 18.9, Premium Contributions

Employees will be charged a monthly premium for participating in the City's insurance program. ~~Effective with the pay period that includes April 1, 2012, the employees' monthly premium charge shall be \$50 for single coverage and \$125 for family coverage or ten percent (10%) of the negotiated base, whichever is less. Beginning with the pay period that includes April 1, 2013, the employees' monthly premium charge shall be \$55 for single coverage and \$140 for family coverage or ten percent (10%) of the negotiated insurance base, which ever is less; and e~~ Effective with the pay period that includes April 1, 2014, the employees' monthly premium charge shall be \$65 for single coverage and \$162 for family coverage or ten percent (10%) of the negotiated insurance base, whichever is less. Effective with the pay period that includes April 1, 2016, the employees' monthly premium charge shall be \$80 for single coverage and \$190 for family coverage or ten percent (10%) of the negotiated insurance base, whichever is less. Effective with the pay period that includes April 1, 2017, the employees' monthly premium charge shall be \$100 for single coverage and \$260 for family coverage or twelve percent (12%) of the negotiated insurance base, whichever is less. The negotiated insurance base shall be the actual cost to the City of the claims and administrative fees for medical, dental, vision, and prescription drugs for employees in the bargaining unit for the preceding benefit year of February 1 through January 31. The premium will be established as single and family rates. Half of the monthly premium will be deducted each pay period not to exceed the total monthly premium.

The Fact-finder recommends that all other provisions of the TA be adopted in the

final agreement between the City and the Union.

Burt W. Griffin, Fact-finder
December 2, 2015

Notice of Service

The foregoing Recommendations were sent by regular mail and E-mail to William C. Moul, Thompson Hine L.L.P., 41 South High Street, Suite 1700, Columbus, Ohio 43215, William.Moul@ThompsonHine.com and Ronald G. Linville, Baker Hostetler, 65 E. State Street, Suite 2100, Columbus, Ohio 43215, rlinville@bakerlaw.com. this 2d day of December, 2015

Burt W. Griffin