

**FACT FINDING TRIBUNAL
STATE EMPLOYMENT RELATIONS BOARD
COLUMBUS, OHIO**

IN THE MATTER OF :
FACT FINDING BETWEEN :
 :
CITY OF HURON, :
PUBLIC EMPLOYER :
 :
-AND- : **REPORT OF THE**
 : **FACTFINDER**
 :
HURON PROFESSIONAL FIREFIGHTERS, :
INTERNATIONAL ASSOCIATION OF :
FIREFIGHTERS, LOCAL 4168 :
EMPLOYEE ASSOCIATION :

SERB CASE NO.: 2014-MED-10-1472

BARGAINING UNIT: Full-time employees of the City of Huron, Fire Division, Huron, Ohio with the exception of the Fire Chief and Part-time Employees.

INCLUDED: Full-time Firefighters;
Full-time Lieutenants; and,
Full-time Captains.

EXCLUDED: Fire Chief; and, Part-time Employees.

**MEDIATION SESSION/
FACT FINDING HEARING:** September 1, 2015; Huron, Ohio

FACT FINDER: David W. Stanton, Esq.

APPEARANCES

FOR THE EMPLOYER

David A. Riepenhoff, Attorney
Principal Representative
Laura Alkire, Law Director
Andrew D. White, City Manager
Steve Osterling, Fire Chief

FOR THE UNION

Ryan J. Lemmerbrock, Attorney
Principal Representative
Phil Gauer, OAPFF, 2nd District VP
Kevin Gadd, President

ADMINISTRATION

By E-mail correspondence dated June 2, 2015, from Donald M. Collins, General Counsel for the State Employment Relations Board, Columbus, Ohio, the undersigned was notified of his mutual selection to serve as Fact Finder to hear arguments and issue recommendations relative thereto pursuant to Ohio Administrative Code Rule 4117-09-05(J), in an effort to facilitate resolution of those issues that remained at impasse between these Parties. The impasse resulted after numerous attempts to negotiate a successor Collective Bargaining Agreement proved unsuccessful.

Through the course of the administrative aspects of scheduling this matter, the Fact Finder discussed with these Parties the overall collective bargaining “atmosphere” relative to the negotiation efforts by and between them and learned that overall, these Parties have enjoyed, and will likely will continue to enjoy, what can be best characterized as a mature and amicable, yet one achieved by incremental measures, collective-bargaining relationship.

On September 1, 2015, at Huron City Hall, 417 Main Street, Huron, Ohio, the Parties engaged in mediation facilitated by the Fact Finder and were able to reach Tentative Agreement on all remaining unresolved issues at impasse. The Parties have stipulated that Tentative Agreements reached prior to the Mediation/Fact Finding, as identified herein, be included in the successor Collective Bargaining Agreement upon its ratification and approval.

STATUTORY CRITERIA

The following findings and recommendations are hereby offered for consideration by the Parties; were arrived at based on their mutual interests and concerns; and, are

made in accordance with the statutorily mandated guidelines set forth in Ohio Administrative Code Rule 4117-9-05(k) which recognizes certain criteria for consideration in the Fact Finding statutory process as follows:

1. Past collectively bargained agreements, if any, between the Parties;
2. Comparison of 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 interests and welfare of the public and the ability of the Public Employer to finance and administer the issues proposed and the effect of the adjustment on a normal standard of public service;
4. The lawful authority of the Public Employer;
5. Any stipulations of the Parties; and,
6. Such other factors not confined in 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 in private employment.

**THE BARGAINING UNIT DEFINED:
ITS DUTIES AND RESPONSIBILITIES TO THE COMMUNITY;
AND, GENERAL BACKGROUND CONSIDERATIONS**

The City of Huron, Fire Division, hereinafter referred to as the “Public Employer” and/or the “Employer,” is party to a Collective Bargaining Agreement, with the Huron Professional Firefighters, International Association of Firefighters, and its Local 4168, hereinafter referred to as the “Employee Organization” and/or the “Union.” As set forth in the predecessor Collective Bargaining Agreement between the Parties, with an effective date through December 31, 2014, Article II, titled “Recognition,” sets forth the Bargaining Unit as follows:

- 2.1 The Employer recognizes Huron Professional Firefighters, Local 4168 International Association of Firefighters, AFL-CIO as the sole and exclusive Bargaining Agent for the full-time Employees of the City of Huron, Fire Division, Huron, Ohio with the exception of Fire Chief and part-time Employees.

* * * * *

- 2.4 The Employees covered under this agreement presently include:

Full-time Firefighters
Full-time Lieutenants
Full-time Captains

* * * * *

As the record demonstrates there are twelve (12) Employees in the SERB-certified Bargaining Unit represented by the International Association of Firefighters, IAFF Local 4168. The Parties' most recent Collective Bargaining Agreement has an expiration date of December 31, 2014. Each Party Representative submitted their respective Pre-hearing Statement to the Fact Finder in accordance with the procedural mandates contained in with Ohio Revised Code Section 4117.14(C)(3)(a) and Ohio Administrative Code Section 4117-9-05(F). The City of Huron, Ohio, is located in Erie County, Ohio, along the southern shore of Lake Erie midway between Cleveland and Toledo, Ohio. The City covers approximately 7.7 square miles - 4.9 square miles of land and 2.8 square miles of water. There are approximately 7,100 residents within this community which, according to the 2010 Census, the population has decreased from approximately 8,000 as gleaned from the 2000 Census. The estimated median income per household for Erie County is \$46,498, while the estimated per capita income is \$29,727. The City employs approximately 37 Employees in its various Departments and provides a full range of municipal services including Police, Fire/EMS, Parks and

Recreation, Service Department and other general administrative and government services. The City maintains 31 individual governmental funds with four (4) primary funds - the General Fund, the Fire Levy Special Revenue Fund, the General Obligation Bond Retirement Debt Service Fund, and the Capital Improvement Capital Project Fund.

As the record demonstrates the Huron Fire Department is a two station, combination Fire Department of full-time and part-time personnel providing Emergency Services for both the City of Huron and the Huron Township under a contract for services. It serves a combined population of approximately 10,500 residents. The personnel includes a Fire Chief, three (3) full-time fire Captains, three (3) full-time fire Lieutenants, six (6) full-time Firefighters/Paramedics, and 26 part-time Firefighters which are not part of the Bargaining Unit. The Fire Department's response area covers approximately 33 square miles with a mixture of residential, industrial and commercial occupancies. It also covers rural and lake areas. Its response area includes the Kalahari Resort which houses the Country's largest indoor water park, Ohio's largest convention center resort and an outdoor "adventure park." The Cedar Point Adventure Park and other resorts are located in the area. The population the Fire Department services nearly doubles in the summer months due to the areas dense tourism industry. It responds to approximately 16,000 – 17,000 calls per year, approximately 75% of which are EMS responses.

It is funded by the Fire Levy Special Revenue fund with its revenue drawn from a voter approved property tax levy of approximately \$500,000 per year, insurance billings of approximately \$350,000 per year, a General Fund transfer of approximately \$200,000 per year and a service contract with the Huron Township of \$500,000 per year. The Fire

Levy's funds revenue has fluctuated between approximately \$1.4 million to \$1.6 million over the past three (3) years. During this same timeframe the Fire Levy Funds expenditures have decreased. At year-end 2014, the Fire Levy Fund experienced its highest carry-over reserve amount dating back to 2009. The General Fund's annual transfer of approximately \$200,000 has remained steady dating back to 2010. Increases in the Fire Levy Fund's revenue are attributed to increased property tax collection of \$480,626 in 2014, charges for services of \$406,061, and the City's contract with Huron Township to provide the Township with Fire and EMS services of \$498,061. Of the Fire Levy's fund expenditures in 2014, 77% was attributable to personnel services and fringe benefits. The Fire Levy's fund expenditures for personnel services and fringe benefits were under budget for 2014 by \$13,966. In 2014 the Fire Levy's fund actual revenues \$1,677,188 exceeded the Fire Levy's fund actual expenditures \$1,555,676 by \$121,512.

The City collectively bargains with two other Unions - the Fraternal Order of Police (FOP) which represents two (2) separate Bargaining Units - the Supervisors and non-supervisors; and, the American Federation of State, County and Municipal Employees (AFSCME). Both of those Unions' Collective Bargaining Agreements also expired on December 31, 2014, and the respective Parties were successful in negotiating successor Collective Bargaining Agreements for the 2015 - 2017 timeframe, both without resorting to the statutory impasse process.

The City's General Fund is primarily financed by income tax representing approximately 60% in 2014, charges for services of approximately 16%, Court fines, licenses/reimbursements/interest, property taxes and state shared taxes. The General Fund's primary expenditures are for the Police Department - 33% in 2014, 13% for the

City's Administration, transfers out of the General Fund of 31%, and the Municipal Court, City Council and Administrative support, Refuse Collection and others. As the record demonstrates the City's Fire Department is funded by the Levy Fund referenced above funded by property tax levy, charges for services, and General Fund transfers. The Government Finance Officers' Association, hereinafter referred to as "GFOA", recommends, at a minimum, that a General Purpose Government, regardless of size, maintain a minimum restricted fund balance in their General Fund of no less than two months or 16.67% of the regular General Fund Operating Revenues or regular General Operating Expenditures. This relates to approximately 25% for the City of Huron with \$1 million surplus of the City's approximate \$ 4 million budget.

The Fire Levy Fund was established by popular vote by the Huron residents with the intent to fully fund the Fire Department's operation. The current millage was established in 1999 when the citizens of the City passed a replacement and increase levy increasing the levy from 2.5 mil to 3 mil. In 2004, citizens passed a replacement 3 mil levy, and in 2006 City Council authorized a ballot initiative that would increase the levy by 1.8 mil from 3 mil to 4.8 mil. Such was defeated resulting in the Fire Levy fund remaining at 3 mil annually since 2000. The funds generated by the Fire Levy are based on property taxes, and the actual revenue the City receives from property taxes is roughly \$480,000 per year. The money generated by the Fire Levy accounts for approximately 30% of the total funds needed to operate the Fire Department. The Fire Levy fund is subsidized by a contract for services between the City and the Huron Township which is in a final year of a three-year term expiring on December 31, 2015. A successor with the Huron Township is yet to be negotiated. Payment pursuant to this contract is based on

average percentages of emergency responses to the unincorporated area of the Township in relation of the total of all City and Township responses resulting in a fluctuation in the amount of funds received yearly. For example, 2013 the City was paid \$541,794 for fire services based on the amount of emergency responses to the Township, whereas in 2014 the City received \$498,061.24 - \$43,700.00 less than the previous year.

With respect to revenue from insurance billings, in 2012 the Employer underestimated the amount of revenues it would receive from insurance billings by about \$20,000. In 2013, the Employer overestimated the amount it expected to receive from this revenue source by \$18,500. For calendar year 2015 the Employer expects billings from insurance revenue to be approximately \$300,000 or approximately \$106,000 less than what received from insurance billings in the previous year.

The record also demonstrates the Fire Levy fund is subsidized with discretionary transfers from the General Fund amounting to \$200,000 annually. The Parties do not dispute the General Fund holds a carry-over balance of approximately the minimum recommended amount by the GFOA. Historically, in 2005 the General Fund had a deficit of \$1,500 and since that time this carry-over has increased with the GFOA's recommended minimum amounts. The carry-over amount from 2014 equals approximately 2.5 months of operating expenditures. It is funded primarily through municipal income tax collections with a notable amount coming from a single Employer - International Automotive Components. While the General Fund is not intended to be the revenue source for the Fire Levy fund which is supposed to fund the entire Fire Department budget including the discretionary fund transfers from the General Fund, the Fire Levy funds carry-over is an amount which would fall below the minimum amount

recommended by the GFOA. According to the Pre-hearing Statements, the City's assets recognized an increase from \$9.4 million in 2008 to over \$18 million by the end of 2010. The General Fund carry-over balance was \$582,000 in 2009 and \$995,986 in 2014. The City's income tax revenue, its largest source of revenue, was \$2,286,690 in 2011 and \$2,530,764 in 2014.

The City's budget for 2015 reflects its projected financial growth and it has budgeted for increases in its General Fund revenue and expenditures for this timeframe. Increases in the revenues and expenditures for all funds were also increased. It projected a 3% increase in the General Fund revenue from \$4.13 million in 2014 to \$4.26 million in 2015 - a \$124,604 increase. It projects a 16% increase in its General Fund expenditures from \$3.67 million in expenses in 2014 to \$4.24 million in expenses in 2015 - a \$576,086 increase. For all of its funds the City projects \$1.38 million increase in revenue, representing a 10% increase from 2014, and \$2.17 million in expenditures, representing a 17% increase from 2014. The City's General Fund for 2015 with these revenues and expenditures taken into consideration, would result in approximately \$840,000 carry-over or 23% of what the City actually spent in 2014. The City's General Fund has collected through the second quarter of 2015 \$2.27 million in revenue - 3% higher than anticipated and carrying a fund balance of \$1.06 million. The City's revenue from income tax 3%, property tax 2%, state shared tax 14% and other receipts are on pace to exceed the City's projection. While the City's General Fund expenses are currently 3% less than the City's projection for 2015, the City's income tax collections for the first half of 2015 have exceeded half-year collection rates for 2012, 2013, and 2014, respectively.

* * * * *

The evidentiary record demonstrates the Parties' entered into their first Collective Bargaining Agreement in 2003 with effective dates January 1, 2003 to December 31, 2005. They have also entered into three (3) successor Collective Bargaining Agreements, the latest of which expired December 31, 2014. The Parties began negotiations on or about November 18, 2014. They conducted negotiation sessions on November 25, December 18, 2014; January 23, February 25, and April 20, 2015. When the Parties began negotiating for a successor Collective Bargaining Agreement the City settled with the Police Bargaining Unit - the FOP - on a three-year contract including wage increases of 3%, 2% and 1% for 2015, 2016, and 2017, respectively. That Agreement also included a pension pick-up of which the City agreed to pay a percentage of the Police Employees' Pension contributions (0.75%/1.5% in 2015, 1% in 2016, and 0.5% in 2017). During the bargaining session on December 18, 2014, the Union proposed a three-year Agreement with a 2% wage increase each year with no other changes to the language of that Agreement. The City sought to allow part-time personnel to perform additional Bargaining Unit work; it sought to reduce educational differential compensation; it sought to replace longevity compensation with merit pay; it sought to eliminate the payout of accrued pay and benefits when an Employee is terminated; and it sought to eliminate working out a classification pay and enrolling the current classification pay equating to 1% into the Captain's salary. It also sought to freeze the Fire Lieutenant's wages for the life of the three-year Agreement and pay the Firefighters and Captains 3% over the life of the three-year successor.

* * * * *

The Fact Finder is required to consider comparable Bargaining Units with regard to their overall makeup for services provided to members of the respective community. As is typical and as is required by statute the Parties in their Pre-hearing Position Statements, filed in accordance with procedural requirements of the statutory process as outlined in the Ohio Revised Code Chapter 4117 and Ohio Administrative Code Chapter 4117 and the supporting documentation provided at the Fact Finding/Mediation session, each have relied upon/refuted comparable jurisdictions and/or municipalities concerning what they “deemed comparable work jurisdictions provided by this Bargaining Unit.” While there are indeed certain similarities among these jurisdictions cited, there are no “on pointe comparisons” relative to this Bargaining Unit concerning the statutory criteria. In other words, while their duties and responsibilities as Firefighters may be exact with respect to fire suppression and other ancillary services attendant therewith, other jurisdictions relied upon, and the overall makeup of the public entity, will differ with respect to geography, structure, staffing, department size, budget, general fund, and other revenue sources, as well as, the makeup of the Employees performing these and other functions attendant with the duties of the Division of Fire for the City of Huron.

It has been and remains the position of this Fact Finder that the Party proposing any deletion, addition or modification of either current contract language; or, a *status quo* practice wherein an initial Collective Bargaining Agreement may exist, bears the burden of proof and persuasion to compel the deletion, addition or modification as proposed. Indeed, it is a difficult burden to establish when contractual language, practice or procedure exists and a Party seeks to have that rescinded, modified and/or deleted. The ultimate goal of this process is to reach a sensible center with respect to whatever

recommendations, as set forth herein, can be amicably accepted by each Party to the successor Collective Bargaining Agreement. Failure to meet that burden will result in a recommendation that the Parties maintain the *status quo* whether that represents a previous policy, Collective Bargaining provision or a practice previously engaged in and accepted by the Parties.

These Parties met in pursuit of negotiating a successor Collective Bargaining Agreement on November 25, December 18, 2014, January 23, February 25 and April 20, 2015. Proposals were exchanged and certain tentative agreements were reached regarding numerous Articles recognized in the predecessor Collective Bargaining Agreement. On February 25, 2015 the Parties met and reached Tentative Agreement on Article 16, titled "Overtime Pay"; Article 33, titled "Clothing Allowance"; and, Article 48, titled "Duration". While the Parties do not dispute their previous agreement regarding Article 48, they signed the Tentative Agreement at the conclusion of the September 1, 2015 Mediation Session. As such, each of the afore-referenced Tentative Agreements shall also be included in the successor Collective Bargaining Agreement.

As requested by the Parties the following Articles of the Firefighters Collective Bargaining Agreement are recognized as being unchanged, current language or Tentative Agreements and are to be included as such in the successor Collective Bargaining Agreement:

Article 1	Purpose
Article 2	Recognition
Article 3	Management Rights
Article 4	No Strike/No Lock Out
Article 5	Discrimination
Article 6	Stewards/Representatives/Bargaining Team
Article 7	Union Security
Article 8	Prevailing Rights

Article 9	Printing and Supplying of Agreement
Article 10	Labor/Management Meeting
Article 11	Bulletin Boards
Article 12	Probationary Period
Article 13	Minimum Qualifications
Article 14	Residency Requirement
Article 15	Hours of Work
Article 16	Overtime Pay
Article 17	Compensatory Time/Comp Time
Article 18	Sick Leave
Article 19	Work Rules
Article 20	Contracting Out
Article 21	Facilities Standards
Article 22	Corrective Action, Discharge or Suspension
Article 23	Definition of Departmental Seniority
Article 24	Maternity Leave
Article 25	Vacations
Article 26	Holiday Compensation
Article 27	Job Related Injury Leave
Article 28	Restricted Duty Assignment
Article 29	Funeral Leave
Article 30	Jury Duty
Article 31	Grievance Procedure
Article 32	Safety and Health
Article 33	Clothing Allowance
Article 34	Safety Equipment and Protective Clothing
Article 35	Wellness and Fitness Program
Article 36	Mileage and Travel Allowance

* * * * *

Article 38	Tuition Reimbursement/Education Assistance Program
Article 39	Health and Life Insurance Plan

* * * * *

Article 42	Termination and Severance Pay (Employer Proposal Withdrawn at the September 1, 2015 Mediation Session – Maintain Current Language)
------------	---

Article 43	Promotional Testing
------------	---------------------

* * * * *

Article 45	Drug-Free Workplace
Article 46	Military Training Leave
Article 47	Life Insurance
Article 48	Duration of Agreement

Signature Page

Appendix A	Sick Leave Conversion Form
Appendix B	Sick Leave Conversion to Payment Request
Appendix B-1	Wage Table
Appendix C	Grievance Form
Appendix D	Wellness Program

As previously indicated, the Parties engaged in Mediation with the undersigned regarding four (4) remaining Articles subject for consideration herein and have set forth their respective positions relative thereto. As such, the unresolved Articles subject to the Report of the Factfinder are:

- Article 37 - Educational Differential
- Article 40 – Wages
- Appendix B-1 Wage Table
- Article 41 - Longevity – Merit Compensation
- Article 44 - Working out of Classification

* * * * *

I. **ARTICLE 37 – EDUCATIONAL DIFFERENTIAL**

**ARTICLE 37
EDUCATIONAL DIFFERENTIAL**

37.1 All full time employees on the Fire Division shall be entitled to an educational incentive for one Associates or Bachelor’s Degree as follows:

One percent (1%) of their base pay for completion of forty-eight (48) credit hours towards an Associate or Bachelor’s Degree in Fire Science, EMS, or related field.

An additional one percent (1%) of their base pay for an Associate's Degree in Fire Science, EMS, or related field or for 96 hours or one-half the necessary credits toward a Bachelor's degree, whichever is greater.

An additional one percent (1%) increase for a Bachelor's degree in Fire Science, EMS, or related field.

The employee shall have the option for pays under Section 2 of this Article to have the increases rolled into their base pay as a permanent increase or be paid annually on the first full pay in January.

All employees who have previously attained an incentive increment described by this Article will receive an amount not to exceed the value earned based on the base pay attained as of January 1, 2015. This scheduled shall remain in effect for 2016 and 2017. The only increase in the incentive increment for all members who have previously attained payment pursuant to this Article will occur if the member completes an additional education level.

All employees current and future who have not received an education incentive as of the effective date of this Agreement will earn education incentives in accordance with the following schedule:

\$500.00 - One-time payment for the completion of an Associate's degree

\$1,000.00 – One-time payment for the completion of a Bachelor's degree

37.2 If the Employee completes forty (40) hours of "approved" continuing education in a calendar year in excess of that required to maintain required certifications, per Huron Fire Division SOP #206.01 enacted 12/2001, that Employee shall be eligible to receive an educational bonus equal to one percent (1%) on the Employee's base pay. (For a course to be considered approved, it must be submitted to and approved by the Fire Chief before the course begins.) *The Employee shall be paid annually on the first full pay in January.*

~~37.3 All pays for Article 37 Section 1 and Section 3, shall be paid annually on the first full pay in January.~~

II. ARTICLE 40 - WAGES
APPENDIX B-1 - WAGE TABLE

ARTICLE 40 WAGES
APPENDIX B-1 WAGE TABLE

40.1 During the term of this Agreement, existing members of the bargaining unit shall be paid in accordance with the grids attached hereto and made a part hereof as Appendix B-1.

APPENDIX B - 1

	<i>1-1-2015</i>		<i>1-1-2016</i>		<i>1-1-2017</i>	
Firefighter	2.5%	Annual	1.0%	Annual	2.5%	Annual
A	\$27.22	\$56,607	\$27.49	\$57,173	\$28.17	\$58,602
B (90% Class A)	\$24.49	\$50,945	\$24.74	\$51,456	\$25.36	\$52,742
C (75% Class A)	\$20.41	\$42,455	\$20.62	\$42,880	\$21.13	\$43,952
Probation	\$16.84	\$35,032	\$17.31	\$36,000	\$17.79	\$37,000

	<i>1-1-2015</i>		<i>1-1-2016</i>		<i>1-1-2017</i>	
Lieutenant	2.5%	Annual	1.0%	Annual	2.5%	Annual
A (Class A FF + 10%)	\$29.94	\$62,267	\$30.24	\$62,890	\$30.99	\$64,462
B (Class A FF + 5%)	\$28.58	\$59,437	\$28.86	\$60,031	\$29.58	\$61,532

	<i>1-1-2015</i>		<i>1-1-2016</i>		<i>1-1-2017</i>	
Captain	2.5%	Annual	1.0%	Annual	2.5%	Annual
A (Class A FF + 20%)	\$32.66	\$67,928	\$32.98	\$68,607	\$33.81	\$70,322

The City and the Employee contribution amounts to the Ohio Police & Fire Pension Fund shall be according to the following percentages:

<i>2015</i>		<i>2016</i>		<i>2017</i>	
<i>City</i>	<i>Employee</i>	<i>City</i>	<i>Employee</i>	<i>City</i>	<i>Employee</i>
24.0%	12.25%	26.5%	9.75%	24.5%	11.75%

III. ARTICLE 41 - LONGEVITY/MERIT COMPENSATION

**ARTICLE 41- LONGEVITY
MERIT COMPENSATION**

[Maintain current contract language]

41.1 Full-time salaried Employees of the City of Huron Fire Division shall receive longevity pay in accordance with the following schedule:

	<u>Firefighter</u>	<u>Lieutenant</u>	<u>Captain</u>
Upon completion of 3 years service	\$531	\$584	\$673
Upon completion of 8 years service	\$1,062	\$1,168	\$1,346
Upon completion of 13 years service	\$1,593	\$1,644	\$2,019
Upon completion of 18 years service	\$2,124	\$2,336	\$2,692
Upon completion of 23 years service	\$2,655	\$2,920	\$3,365

41.2 Longevity pay shall be paid in a lump sum annually on the 24th pay period.

MERIT FEASIBILITY STUDY LETTER

September __, 2015

Ms. Laura Alkire
Law Director, City of Huron
417 Main Street
Huron, Ohio 44839

RE: Feasibility Study

Dear Ms. Alkire,

This letter is confirmation that the Union is willing to sit down with the City and explore the options of pursuing merit/incentive pay as part of the collective bargaining agreement. Please contact members of my negotiating committee to arrange a mutually agreeable time to have that discussion.

Respectfully,

Kevin Gadd,
President, IAFF Local 4168

IV. ARTICLE 44 – WORKING OUT OF CLASSIFICATION

**ARTICLE 44
WORKING OUT OF CLASSIFICATION**

44.1 Captains shall receive *a payment of \$700.00 annually* ~~a one percent (1%) premium~~ (paid in a lump sum with the closest pay period on or before June 1st of each year of this Agreement) as compensation for performing supervisory duties above and beyond those duties performed as a Shift Leader within the Division.

FOR THE CITY OF HURON:

FOR IAFF LOCAL 4168:

Laura Alkire (date)
Law Director
City of Huron

Kevin Gadd (date)
President
IAFF Local 4168

V. ARTICLES NOT SPECIFICALLY ADDRESSED HEREIN

Those issues/Articles, if any, not subject to the presentation of evidence, not identified/addressed during the course of Mediation or the Fact Finding Pre-hearing Statements, or those not referenced by either Party, shall be subject to a *status quo* recommendation relative to whatever policy, practice, provision or procedure that may have existed relative to a predecessor Collective Bargaining Agreement. Such shall be maintained for consideration/inclusion in the successive Collective Bargaining Agreement ratified and/or approved and implemented by these Parties.

VI. CONCLUSION

The recommendations contained herein, and those stipulated to by the Parties, as set forth in the Fact Finding Position Statements and supporting documentation, are indeed deemed reasonable in light of the economic and contractual data presented and reviewed by the Fact Finder; the presentations made by the Parties based on the common interest of both entities recognizing the painstaking efforts at the bargaining table resulting the many tentative agreements reached before and during the Mediation session; are supported by the comparable data provided; the manifested intent of each Party as reflected during the course of this aspect of the statutory process; the stipulations of the Parties as set forth in the positions taken; and, hopefully enable the Parties to reach a

sensible center, which as previously identified, is the ultimate goal of the statutory process.

David W. Stanton

David W. Stanton, Esq.,
Factfinder/Mediator

September 18, 2015
Cincinnati, Ohio

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing Factfinding Report based on the Factfinding positions of the Parties hereto has been forwarded by electronic mail to David A. Riepenhoff, Esq., Principle Representative and Counsel for the City of Huron, and Attorney with Fishel, Hass, Kim Albrecht, LLP (driepenhoff@fishelhass.com); Ryan J. Lemmerbrock, Esq., Principle Representative and Counsel for the IAFF Local 4168, and Attorney with Muskovitz & Lemmerbrock, LLC, (lemmerbrock@mllabor.com); and, to the State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43215 (Med@serb.state.oh.us) on this 18th day of September, 2015.

David W. Stanton

David W. Stanton, Esq. (0042532)
Factfinder/Mediator