

IN THE MATTER OF FACT FINDING

BETWEEN

MIDDLETOWN FIREFIGHTERS, IAFF, LOCAL 336

AND

CITY OF MIDDLETOWN, OHIO

SERB CASE # 14-MED-11-1594

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INTRODUCTION

The parties to this matter are the International Association of Fire Fighters, Local 336 (hereinafter "Union" or "bargaining unit") and the City of Middletown, Ohio (hereinafter "Employer," "City" or "Department."). The City is located in southwest Ohio and was incorporated in 1837. The bargaining unit is comprised of approximately sixty-one (61) employees who hold the classifications of Firefighter, Fire Lieutenant, Fire Captain, and Fire Deputy Chief. The first contract between the parties dates back to 1974. The Division of Fire reports directly to the Director of Public Safety. Based upon the most current figures, the approximate population of the City is 48,630 and the medium household income is \$35,853, which is 71.1% of the national average. The data demonstrates that comparatively speaking, over a ten (10) year period the family income has declined in Middletown. At the time of the 2000 Census it stood at 88% of the national average. (See 2010 Census and the American Community Survey 2008-2012) The City has been given an Aa3 rating by Moody's based upon 34.1 million dollars of outstanding long-term general obligation limited tax (GOLT) bonds. The largest employer in the City is AK Steel Corporation with some 2,300 employees. The second largest employer is Atrium Medical Center with some 2,000 employees. (See City Ex. 8) The effective dates of the current Agreement are January 1, 2012 through December 31, 2014. There are several other bargaining units in the City. The Fraternal Order of Police, Lodge No. 36 represents two (2) bargaining units comprised of patrol officers and sergeants/lieutenants (CBA ending 10/31/15) A separate bargaining representative, the FOP, OLC, represents three (3) other bargaining units in the City comprised of full-time corrections officers (CBA ending 12/31/16), full-time dispatchers (CBA ending 12/31/16, and a bargaining unit containing police civilian employees. (CBA ending 12/31/16) The American Federation of State, County, and Municipal Employees, Local 856 represents two other bargaining units in the City (Public Works employees and Transit employees) with ending CBA dates of 6/30/16 and 9/30/16 respectively.

The bargaining unit did not receive wage increases during the current contract period 2012-2014. In September of 2014 the City laid off approximately eleven (11) firefighters. (Union Position Statement, p. 6-7)

General/State/Local Economic Overview: The economy has been improving on the national, state, and local levels for several years now, but if you view the Stock Market as an indicator, and then consider the as debt of Greece, the impact of widespread turmoil in the Middle East, the mass migration of refugees fleeing to Europe, and then factor in a slowing China economy, there are many reasons to feel uncertain about the direction of the world economy and the U.S. economy from day to day. And, if the political climate at the moment is any indicator, unrest persists among the majority of the electorate regarding their own economic welfare and the fact that wages for many people has been stagnate for years. The majority of Americans acknowledge signs of sustained economic improvement as measured by the progressively lower unemployment rate and the consistently encouraging number of jobs being created from month to month over the last several years. However, for the most part many of these newly created jobs provide less benefits and less job security.

The sobering reality is that conditions post 2008 are unlikely to be the same as they were prior to the “Great Recession” and its aftermath that have caused local governmental operations to be a great deal more cautious in the way they do business. One difference is of economic structure and the considerable loss of the manufacturing base in Ohio, along with what appears to be the loss of good paying jobs. Along with the majority of Ohio municipalities, the City has experienced a significant loss in income from the state. It was changed dramatically by the state of Ohio legislature necessitating many local governments to have to seriously examine the cost and efficiency of operations. The fortunes and tribulations of municipalities during the Great Recession of 2008 continue to vary depending upon location. Some cities in the state of Ohio had considerable reserves and were able to weather the “storm” of the Great Recession, and now are doing well or at least reasonably well. “Others had a deeper hole to climb out of, which was in effect prior to the recession, which put them still farther in debt. For the most part they appear to be slowing stabilizing their finances, but had to go through some painful reductions to accomplish

some form of equilibrium. The City of Middletown is in that latter category and continues to struggle with lower property values, substantially lower tax collections and a lower bond rating among other losses in income.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C) (4) (E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

The recommendations contained in this report are guided by the above statutory criteria and are intended to be in accordance with them.

The Parties brought ten (10) Open Issues Brought to Fact-finding; the fact-finder shall reference the proposed position of each party taken from their Position Statements.

RECOMMENDED ADDITIONAL/CHANGED LANGUAGE IN BLUE TYPE.

ISSUE 1: Hours of Work (Article 16)

DISCUSSION:

The **Union's** position is current contract language; its rationale is as follows:

The current contract language in Section A provides that the Fire Division is divided into three platoons with each platoon scheduled to be on-duty for twenty-four (24) consecutive hours and off duty for forty-eight (48) consecutive hours. The language also provides that tour employees shall not work in excess of forty-eight and two-tenths (48.2) consecutive hours except in emergency situations declared by the Fire Chief. The City proposes to delete this language and in its place insert that the Chief shall deploy employees as he/she deems most appropriate to provide maximum safety and efficiency.

In subsection B, the current language provides the work schedule for tour employees shall be approximately fifty-one (51) hours per week. The City proposes to increase the number of hours which a tour employee can be required to work per week from fifty-one (51) to fifty-two (52).

The Local opposes any change to this Article because the City's proposal would not only eliminate any predictability to the firefighter's schedule but would result in firefighters working many more hours per year without any additional compensation. Such would result in a pay cut for the bargaining unit members. In addition, this language in Section A regarding the tour employee's schedule has been in the parties' agreements since the very first contract in 1985. At that time, Section B provided the hours of work per week were fifty-four (54). (Ex. 6)

During the negotiations which led to the 2000-2002 collective bargaining agreement, the Union proposed a reduction in the tour employee's hours of work from 52 hours per week to 51 hours per week. As a result of Fact Finder Lawrence Donnelly's fact-finding report issued January 31, 2002, beginning January 1, 2002, the tour employee's hours of work were reduced from 52 hours to 51 hours per week

The **Employer** is proposing modifications to the language to include increasing work hours from 51 per week to 52. Its rationale is as follows:

The Union is proposing current contract language in regards to Article 16, Section B, in which the work week would remain 51 hours. The City does not believe this is appropriate for safety, financial, and comparable reasons.

Moving to a 52 hour work week will allow for more personnel to be on duty, thereby offering the community an increase in public safety. By increasing the work week by just one (1) hour for each firefighter, over 60 man-hours of time in the community will be created each week. This will have a substantial impact on the health and welfare of the public.

The additional hour in the work week will also have an impact on reducing the cost of overtime to the City. As with public safety, the increase of over 60 man-hours on duty during the week will reduce the need to have firefighters on overtime status, creating a substantial savings to the City.

When compared with other Ohio Fire Divisions of comparable size, a 51 hour work week is low. Several cities, including local agencies, are actually higher than 52 hours. Lima, West Chester, and Fairfield all work a 53 hour work week. For these reasons, the City believes a modest increase of one (1) hour in the work week will create

substantial, quantifiable benefits without over-burdening the Fire Division.

The bargaining history of the parties indicates that for over a twenty-plus (20+) year period the parties agreed in various contracts to incrementally reduce the work week of firefighters from 54 hours per week, to 53 hours (1991), then to 52 hours (1993) and in 2002 to the current 51 hours per week. (See Union Ex. 7) Although the City and its employee base have been through some very trying times in recent years a change to add hours to the work week as most recently proposed by the Employer still represents a major shift in the direction the parties themselves have been going over the past two (2) decades. This direction of reducing the work week, and then holding fast at 51 hours was reaffirmed in a fact-finding report in 2002. In that report, which both parties agreed to, the fact-finder compared the work week hours in Middletown to that of other comparable jurisdictions and found the firefighter bargaining unit's average weekly work hours compared favorably with other jurisdictions, which still appears to be the case. There was insufficient evidence to overturn this long history that has established the work week.

RECOMMENDED LANGUAGE:

Maintain Current Language

ISSUE 2: Temporary Assignment to Higher Rank (Article 20)

DISCUSSION:

The **Union** is seeking a cap of forty-five (45) work days on temporary rank assignments, except for temporary assignments due to illness and injury.

The Union's rationale is as follows:

Article 20 provides that any employee who is officially assigned to act in a higher position on a temporary basis and who satisfactorily performs the complete duties of the higher level position for a continuous period of twelve (12) hours or more shall be raised one (1) step in pay for the time the employee worked in the position. If the employee works in the position for less than twelve (12) hours, the employee shall be raised one (1) step in pay for the time worked in the position, which shall be a minimum of twelve (12) hours.

The Union proposes to add another paragraph which provides that no temporary assignments to a higher rank shall continue for a continuous period of more than forty-five (45) work days unless the appointment is due to the illness or injury of the employee holding the position or complete a promotional examination. Temporary assignments to fill promotional positions within the firefighter rank would be excluded from the application of this new paragraph. The Union will present evidence during the fact finding hearing that during the term of this contract, the City frequently placed people in temporary assignments which lasted for such a long period of time that the assignments became permanent.

The **Employer** is proposing current contract language; it does not agree there have been temporary appointments, which lasted for excessive periods of time.

The Employer's rationale is as follows:

The Union is proposing the addition of language to this article. The anticipated proposal is attached as Exhibit "14". The Union's proposed change to Article 20 limits the period of time for a temporary assignment to forty-five (45) work days. This arbitrary limitation on the City's right to make temporary assignments under this article restricts flexibility in the use of a work force reduced by budget-driven cuts. The Union has been unable to establish any history of abuse of the use of temporary assignments by the City or any need for a change in the CBA.

There is insufficient data at this time to support the Union's arguments to place a cap on transfer time. The conditions that existed over recent years, with financial struggles, and layoffs, do not appear to be representative of "normal work conditions" in the Department, making it difficult to analyze the temporary placement of personnel in higher positions as being a trend or simply a limited coping strategy. There is insufficient evidence to change the current language.

RECOMMENDED LANGUAGE:

Maintain Current Language

ISSUE 3: Promotions to Higher Rank (Article 21)

DISCUSSION:

The **Union** proposes current contract language.

The Union's rationale is as follows:

The City proposes to delete this entire article which contains detailed provisions for the promotion of firefighters to the rank of lieutenant, lieutenants to captain and captains to district chiefs. The Union submits that there is no justification for deleting an article which has been the product of negotiations and which has been included in the parties' collective bargaining agreements since at least 1985 with modifications made in the 1991-1993 agreement. The current language was agreed upon in the 2007-2008 agreement. (Ex. 8) There was very little discussion about the City's proposal during negotiations and the Union submits the City can provide no justification

to eliminate a provision in the contract which was the product of negotiations and certainly the result of quid pro quo over the years.

The **Employer** proposes new language that outlines in detail provisions for the promotion of firefighters to the rank of lieutenant, lieutenants to captain, and captain to deputy chief.

The Employer's rationale is as follows:

The Union is proposing current contract language in regards to Article 21, Promotions to a Higher Rank. The City does not believe this is appropriate. Maintaining the current language, in which the top scorer receives the position, severely limits the choices management has when promoting an individual and fails to take into account the totality of a person's work-product when making a selection. The City believes the Rule of Three, as used by every other Union in the City of Middletown, would be the appropriate form of promotion.

Although the City acknowledges that state law in regards to promoting in police and fire divisions is the Rule of One, the City believes that a written and oral test, conducted by an outside assessor, is not indicative of an employee's complete body of work or the qualities an individual can bring to a leadership position. The City wants to be able to look at the totality of the person, and bring into account that person's conduct, reliability, work performance, and ability to lead a team. The fact of the matter may be that the best person for the position may not be the best standardized test-taker. For these reasons, the City wishes to institute the Rule of Three, whereby the top three (3) test scores are certified and management may choose from the top three (3) based on more than scores.

According to the Union the language regarding promotion has not changed since the 2007-2008 CBA. Moreover, the evidence also indicates the parties during the current round of negotiations did not engage in extensive negotiations over the City's proposal. And while I understand the City's reasoning to move from the Rule of One to the Rule of Threes, a change of this magnitude is so important to the parties bargaining relationship, the career of firefighters, and to the development of an effectively managed department that there needs to be more in depth dialogue and meaningful negotiations between the parties. People on all sides of this issue need to be heard and understood and to be forewarned as to what it takes to advance before any neutral should ever way in on a topic of this importance.

RECOMMENDED LANGUAGE:

Maintain Current Language

ISSUE 4: Discipline (Article 24)

.DISCUSSION:

The **Union** proposes to maintain current contract language and argues there is no justification to change language that has existed since 1985.

The Union's rationale is as follows:

In subsection B, the current language provides that disciplinary action may take the form of a suspension with or without pay. The City proposes to delete a suspension with pay as a form of disciplinary action. In subsection 2 which contains requirements which must be met for a suspension without pay, the City proposes to expand the definition of a working day and to alter the requirements for a pre-suspension hearing before the Fire Chief.

The Union submits that this language has been in the parties' contract since 1985. (Ex. 9) The City can present no justification for the change in the language. The Union proposes current contract language.

The **Employer** argues it is seeking minor changes at this point in negotiations, primarily aimed to eliminate suspension with pay as a form of discipline.

The **Employer's** rationale is as follows:

During the term of the present agreement, two employees were sent home on paid leave while a potential disciplinary issue was investigated. The Union agreed that no discipline could be imposed because they had been "suspended with pay." While the matter ultimately resolved itself, it highlighted a potential issue; the City's ability to remove an employee under investigation from the workplace pending an investigation of possible wrongdoing. There are situations when the employees' presence is disruptive to the investigatory process. Moreover, the employee suffers no financial loss when placed on leave with pay.

It is certainly common in both the private and public sectors for employers to periodically have the need to conduct investigations regarding allegations made against employees. A practical tool that is regularly utilized by human resources personnel to carry out this task is paid administrative leave. It has the dual benefit of protecting an employee's pay and benefits, and provides the employer with time to diligently investigate a matter prior to making judgments regarding allegations that may or may not have merit.

RECOMMENDED LANGUAGE:

Maintain Current Language for all Sections of Article 24, except B.

Modify: Section B. as follows:

B. Possible disciplinary actions are as follows: spoken reprimand, written reprimand, suspension, with or without pay, reduction of pay, demotion to lower classification, dismissal. **An employee who is placed on an administrative leave with pay pending an investigation and final determination of the findings is not discipline.**

ISSUE 5: Insurance (Article 27)

DISCUSSION:

The **Union** proposes to maintain current contract language.

The Union's rationale is as follows:

The Union proposes maintaining current contract language with respect to health insurance. The current contract provides a cap or maximum amount that employees will be required to pay for medical insurance. Currently, employees can be required to contribute up to \$250.26 per month for a family health care plan and up to \$91.84 for month for a single plan. In the overall tentative agreement which the membership rejected, the City proposed to decrease the premium cost up to \$235.70 per month for a family plan and \$86.50 per month for a single plan effective January 1, 2015. (Ex. 2 at Appendix A) The City proposed to increase the family cap to \$253.38 and the single cap to \$92.98 per month effective January 1, 2016. This equated to a 7.5% increase in the cap. Effective January 1, 2017, the City proposed to increase the family cap to \$266.04 per month and the single cap to \$97.62 per month which equates to a nearly 5% increase.

The **Employer** proposes that caps on employee contributions, co-pays, deductibles, and out-of-pocket expenses for health insurance be removed from the CBA.

The Employer's rationale is as follows:

The City's proposal is that caps on the employee contributions, co-pays, deductibles and out-of-pocket expenses for health insurance be removed from the collective bargaining agreement. Approximately 10 years ago, the City in conjunction with its employees agreed to the creation of a health insurance committee. The health insurance committee is made up of representatives from each organized employee unit in the City and several members of the non-organized employee population. The concept of the committee is that the amount of money to be spent on health insurance will be determined budgetary by City Council. However, the nature of the coverage for the employees and the cost of such coverage to the employees will be determined by the health insurance committee. The fundamental purpose of the creation of this committee was to allow the City to react more effectively to the volatile changes in the health insurance industry over the last 10-15 years. Historically, all of the health insurance for each organized group, of which there are eight in the City, was negotiated contract by contract. Hence whenever particular issues arose as to coverage or other issues which the City's administrators (the City being a self-insured entity); it was difficult to implement change in a relatively immediate and effective manner because each and every issue was required to be negotiated. By creating a committee, the City can react more quickly and in a uniform manner to the changes in health insurance. The idea was to allow the employees to determine what type of health insurance they wish to have based on the money that was available to be spent. One issue that remained with the union in this case and with the two unions representing the patrol officers and police supervisors were the caps on the employee expenses in the CBA's. These caps were left in the CBA in an effort to provide some assurance to the employees in these units that the health insurance committee would operate in a fair and effective manner and that this experiment would not cause significant to these employees in its early years. The health insurance committee has now been in existence for more than a decade and has been very successful in controlling the City's costs and at the same time continuing to provide better than average benefits to its employees. However, the issue of these caps has continued to be a problem. The caps limit the ability of the health insurance committee to create an equitable manner in which the health care benefits are distributed amongst the employees. Particularly, many times the committee will have to consider changes in coverages, which must be approved by the committee, in order to stay within the caps created by the CBA. If the members of the units who have caps are not willing to participate in these changes, it is possible that the burden of the expenses will be borne completely by the non-organized employees and the employees who are not in the units which have caps in their CBA. Early on, the issue of caps was discussed as a protective measure which would need to go away over a period of time. To this point, the caps have not been viewed by the City's insurance broker as a significant problem in dealing with the health insurance benefits. However, the broker now feels that these caps do provide a potential point of issue for the committee to operate effectively. The ultimate result could be that the health insurance committee would be dissolved and the City would go back to negotiating health insurance with each unit on an individual basis. This is neither to the City

nor to the units benefit.

The removal of the caps does not impose a significant burden upon the members of this union. They are fairly represented in a proportionate manner on the health insurance committee and have the ability to exercise their voting rights there. The removal of the caps assures a fair and equitable application of health insurance benefits to all employees, and continues to allow the City to react in a reasonable way to changes in the healthcare industry.

The other issue with the caps is that the health insurance industry is by nature volatile. As changes in the nation's capital continue, the impact of those politics on healthcare across the country is widely unknown. Because the insurance issue is volatile, predicting for a period of three years what our appropriate cap numbers for purposes of these collective bargaining issues becomes an increasing problem. Therefore, rather than trying to have the parties continue to predict cap numbers which will protect the viability of this committee, it makes more sense for the caps to be removed and allow the health insurance committee to control all of the issues related to health insurance without regard to these arbitrarily created numbers. A copy of the City's proposed Article 27 is attached as Exhibit "17". (See Employer's Position Statement)

The issue of health insurance is one in which all parties, the City and all bargaining units, and non-bargaining unit employees share common concerns of quality, access, and economy. Those goals are best achieved through cooperation manifested by the existence of a knowledgeable and active people serving on a health insurance committee. And while no one wants to pay more for health care coverage, the reality of maintaining good coverage requires employees and employers to make choices and tradeoffs, which may result in additional costs, the assumption of more responsibility, or reasonable quality compromises. The issue of long-standing caps is another matter. It is clear that health care costs have been historically shifting to employees; a balanced approach to this issue is needed that gradually, rather than suddenly creates a shift in costs. A sudden removal of caps creates profound uncertainty in an employee's family budget, as opposed to the reasonable raising of caps that allows an employee to better predict and budget for increased premiums.

RECOMMENDED LANGUAGE:

Article 27 – Insurance

A. Members shall be entitled to participate in the City's health insurance program as recommended by the Health Care Committee and described in the documents on file in the Finance Department.

(1) The City agrees to maintain a City Health Care Committee for the purpose of regularly reviewing employee health care needs, and implementing a health care program for its employees. The Committee shall act in accordance with the Final Report of the Health Care Task Force Report dated July 10, 2006 and further amendments by the Committee. If the Committee is not maintained by the City, the City will provide the health care benefits in place at the time of the dissolution of the Committee for the remainder of the Agreement.

(2) The Union agrees to participate in the City Health Care Committee and to adhere to the recommendations of the Committee regarding all aspects of the health care plan, subject to the limitations set forth in Appendix A. The City

agrees to adhere to recommendations of the Committee as such recommendations apply to the members. The Union shall have one (1) designee that serves on the Committee and may exercise voting rights on behalf of the Union. Any member appointed as the Union's designee shall be paid for attending the Committee meetings. Any overtime incurred by a member while attending meetings of the committee shall be paid at one and one-half times their regular rate of pay.

(3) All coverage shall be subject to the insurance company's requirements and eligibility.

B. Group life insurance coverage paid by the City shall be provided in an amount equal to that provided under the annual salary ordinance. The 1997 amount is:

For Firefighters: \$20,000 For Officers: \$22,500

Double indemnity premiums shall be paid by the City on all coverage.

C. Any member retiring on or after January 1, 1972, shall receive \$5,000 life insurance coverage paid for by the City. Double indemnity will not be provided on such coverage.

D. The City will indemnify members and provide a defense to members as the result of his/her employment, in accordance with the provisions of Ohio Revised Code Chapter 2744 and Section 250.03 of the Middletown Codified Ordinances.

APPENDIX A

Employees shall have the option to participate in a basic health insurance plan as recommended by the Health Insurance Committee, subject to the following monthly employee contributions (to be deducted in equal installments not less than one time per month), co-pays, deductibles and co-insurance or those recommended by the Committee, whichever is less.

Employee Contribution

(Monthly)

| | Single | Employee & Spouse | Employee & Children | Family |
|----------------|-----------------|------------------------------|--------------------------------|-----------------|
| CURRENT | \$86.50 | \$181.64 | \$164.34 | \$235.70 |
| 1/1/16 | \$103.80 | \$217.96 | \$197.20 | \$282.84 |
| 1/1/17 | \$114.18 | \$239.76 | \$216.92 | \$311.12 |

2016 & 2017

| | <u>Network</u> | <u>Non-Network</u> |
|-------------------------------|----------------|--------------------|
| Deductible | | |
| Single | \$750 | \$1,500 |
| Family | \$1,500 | \$3,000 |
| Coinsurance* | 90% | 70% |
| Out of Pocket** | | |
| Single | \$3,000 | \$6,000 |
| Family | \$6,000 | \$12,000 |
| Office Visit (PCP/Specialist) | \$30/\$50 | 70%* |
| Office Visit | 100% | 70%* |
| Urgent Care Copay | \$30 | 70%* |
| ER Copay | \$150 | |
| Inpatient Deductible | \$250 | |
| Outpatient Services | 90%* | 70%* |
| | Retail | Mail Order |
| Prescription Drug | (31 days) | (90 days) |
| Tier 1 | \$10 | \$15 |
| Tier 2 | \$40 | \$60 |
| Tier 3 | \$80 | \$100 |
| Tier 4 (Specialty) | \$200 copay | |

**After deductible*

***Includes deductible*

Limits placed on employee contributions, co-pays and out-of-pocket maximums in this Agreement do not prevent the City from offering employees alternate health care plans which might have higher or lower contribution levels, co-pays and out-of-pocket maximums.

~~The maximum contributions, co-pays and out-of-pocket costs contained in Appendix A of this Article 27 shall be reopened for negotiation of the maximums to be effective January 1, 2014 in accordance with the provisions of Chapter 4117 of the Ohio Revised Code. No other issue in this article or other article of this Agreement shall be subject to negotiation by the parties, except as agreed by the parties.~~

ISSUE 6: Promotions Within the Firefighter Rank (Article 44)

DISCUSSION:

The **Union** proposes to maintain current language

The Union's rationale is as follows:

The current contract language provides that any member promoted to the position of Squadman shall receive additional compensation based upon the employee's years of service on the squad. The same article provides that any member promoted to the position of Apparatus Operator shall receive additional compensation based upon the years of service that the employee has served as an Apparatus Operator. The additional compensation provided to the Squadman and the Apparatus Operators is paid annually in the first pay of December.

The City proposes to delete all of the current contract language whereas the Union proposes to retain current contract language. The current language has been in the parties' contracts since 1985 when Squadmen received \$1,245.00 the first pay in December and Apparatus Operators received \$350.00 the first pay in December. (Ex. 11) The current structure which provides for Squadmen receiving additional pay based upon their years of service was added to the contract in the 1991-1993 agreement. (Ex. 11) The current amount for Squadmen and Apparatus Operators was agreed upon in the 2003-2005 agreement. (Ex. 11) The Union opposes any change to the current contract language as the employees assigned to these positions have additional responsibilities which merit the additional pay.

The **Employer** proposes to remove the provision from the CBA.

The Employer's rationale is as follows:

The City proposes that this article be removed from the CBA in its entirety. The City has historically operated stations with two vehicles (fire apparatus and medic vehicle) and five persons. Two of the personnel were assigned to the medic unit. These positions were promoted positions called Squadmen. The other three individuals were assigned to the fire apparatus. One was promoted as an apparatus operator. Both the squadpersons and apparatus operator received "premium" pay under this article.

Upon implementing a reduction in force last August, the Fire Chief reduced the number of people assigned to each station from five to three, and implemented a "first emergency first" operational profile. In this structure, both vehicles are manned by the three employees assigned to the station. Upon receiving a call, the three person crew decides which vehicle is needed for the situation, and the whole crew responds in that vehicle.

Article 44 does not fit with the "first emergency first" profile. All three employees are responding to each run dispatched to their station. The neat assignments of squadperson and apparatus operator are lost as all three people serve the broad role of firefighter. Article 44 is a source of dispute over who is performing the role of squadperson and whether the officer assigned to the station is eligible to receive squadperson pay or apparatus operator pay even though they are not a firefighter. The City's effort to assure promoted personnel under Article 44 are assigned to each state in turn creates seniority issues. Each of these issues has arisen since August, 2014, as evidenced by several grievances filed by the Union. See Exhibits "18", "19" and "20". (See Employer's Position Statement)

The facts in this matter do not support the total removal of this language from the CBA. However, as a practical matter the facts strongly support a structural shift over time in the way work is assigned and performed. The shift is supported by recognition of the large percentage of med/emergency work being performed by firefighters as well as adherence

to the Department’s “first emergency first” profile. This gradual change will provide the Chief with more flexibility of assignment, but in a manner that minimizes harm to individual employees who have become accustomed to the benefits contained herein. In addition to the below recommended language it is further recommended that the Union and the City resolve and/or withdraw all pending grievances that were identified at the fact-finding as being related to this provision.

RECOMMENDED LANGUAGE:

Article 44 – Promotions Within the Firefighter Rank

A. Any member promoted to the position of squadman shall receive additional compensation, as set forth herein.

Effective July 1, 2008

| <u>Years of Service on Squad</u> | <u>Pay</u> |
|----------------------------------|------------|
| 0-5 years | \$1,500.00 |
| 6-10 years | \$1,750.00 |
| 11 or more years | \$2,050.00 |

| <u>Years of Service on Squad</u> | <u>1/1/09</u> | <u>1/1/10</u> | <u>1/1/11</u> |
|----------------------------------|---------------|---------------|---------------|
| 0-2 years | 3% | 3.5% | 4% |
| 3-6 years | 4% | 4.5% | 5% |
| 7 or more years | 5% | 5.5% | 6% |

All percentages are of the applicable top step pay for a firefighter (F4).

1. **Members currently promoted to the position of squadperson will receive additional compensation under this Article at the amount shown as of January 1, 2011. No further increases in the amount of this additional compensation will be provided. No members shall be promoted to the position of squadperson after January 1, 2015.**
2. **Effective October 1, 2015:**
 - A. **Any employees who are officially assigned by the Fire Chief or his designee as the third (3rd) person on the medic crew who are not a promoted squadperson and who performs the duties of that position for twenty-four (24) hours shall receive compensation of \$26.00.**

- B. If an employee is so assigned for a period of twelve (12) hours or more, but performs that assignment for a period of less than twelve (12) hours, the employee does not receive this compensation.
- C. If an employee performs the assigned third (3rd) person on the medic crew position for at least twelve (12) hours they receive half (1/2) pay.
- D. Notwithstanding any other provision of this collective bargaining agreement, in no circumstances will more than \$26.00 be paid under this Article for each medic vehicle in service on each day.
- E. Should a fourth (4th) person be placed on a combination company, only one (1) person shall be paid the \$26.00 compensation.
- F. Should the Chief or his designee place an additional medic unit in service, with two (2) employees, each of the employees shall receive the \$26.00 compensation.

B. Any member promoted to the position of apparatus operator shall receive additional compensation set forth herein.

Years of Service as Apparatus Operator Pay

| | |
|-----------|------|
| 0-6 | 1% |
| 7 or more | 1.5% |

All percentages are of the applicable top step pay for a firefighter (F4).

C. All additional compensation under this section shall be paid annually in the first pay of December.

ISSUE 7: Wages (Article 45)

DISCUSSION:

The Union's rationale is as follows:

The Union proposes a three percent (3%) increase for each of the classifications effective January 1, 2015, a three percent (3%) increase effective January 1, 2016, and a three percent (3%) increase effective January 1, 2017. The Local submits that its wage proposal is reasonable, fair, and is necessary for the Local to maintain a current comparable ranking with Fire Departments in other comparable cities in the area, is supported by the economic outlook for the City, and is necessary to boost the low morale of the Department brought on by the layoffs and a significant change to the number of personnel who respond to calls for service. The City's proposal will result in a

decrease in pay for the firefighters which, when viewed in terms of their present position with respect to the comparable cities, will result in this unit falling even further behind in the rankings and will further depress morale.

The Local submits that all relevant comparisons with comparable jurisdictions show that the compensation received by Middletown Firefighters, in view of their job responsibilities and the nature of their work, is less than comparable departments. A Middletown firefighter with eleven (11) years of service is paid 2% less than his/her counterpart in other comparable cities in their base salary. (Ex. 12) When other pays such as longevity pay, shift differential, uniform allowance, maintenance allowance, holiday pay, and other allowances are added to the compensation, Middletown Firefighters are paid 5.2% less than their counterparts in other comparable cities. The same is true for the firefighters at twenty (20) years of service. (Ex. 12)

The Middletown economy is rebounding from the great recession as is demonstrated by the positive economic changes from 2013 to 2015. For the 2014 year, income tax revenue was up by approximately \$515,165 over projections and showed an increase over 2013. (Ex. 14) General Fund revenue at year end exceeded the budget by \$754,929 and expenditures were less than estimated by approximately \$2 million. (Ex. 14) The year ended with a General Fund balance of \$7.1 million. (Ex. 14)

For the current year through June, 2015, City income taxes are up \$342,626 compared to the June, 2014 year to date receipts. (Ex. 15) The City budgeted for the 2015 income tax revenue to be 1.5% higher than 2014 revenue. The amount collected through June, 2015 represents 55% of the amount budgeted so if income tax revenue stays in the same pattern, the City will meet its revenue projections. (Ex. 15) In the Fire Department, only 48% of the Fire Department operations budget had been expended through June, 2015 whereas 51% had been expended through June, 2014 and 49% had been expended through June, 2013. (Ex. 15)

Fortune 500 Company, AK Steel, recently presented to City Council their plans to invest in Middletown with a new research center. (Ex. 20) In addition, there has been more than \$312 million of investment in the Renaissance East District which will cater to advanced materials and manufacturing, aerospace and aviation, information technology, health care and life sciences as well as high-tech industrial and research and development. (Ex. 21)

The Fire Department is also supported by EMS billing which has averaged \$1.6 million over the past several years. A portion of the Fire Division funding also comes from the public safety levy. The public safety levy revenue was \$2,937,191.00 in 2014. (Ex. 14) Middletown has also been efficient in operating the Fire Division as the cost of actually providing fire service to the citizens of Middletown is very low when compared to other jurisdictions. (Ex. 17) Even in 2012, before the city laid off firefighters, Middletown spent much less on fire service in relation to population than other area fire departments. The data will also indicate that the Middletown Division of Fire provides fire service for a larger physical area, 26.19 square miles, as compared to the average of 20.58 square miles. (Ex. 16) There are also an above average number of housing units suggesting that some of the neighborhoods are more densely populated. (Ex. 16)

In addition to the comparables and the City's economic forecast to support its wage proposal, the Local also seeks to increase the morale of its membership with its proposal. Since the layoffs, the City has implemented a new method of delivering service referred to as First Emergency First (FEF). Historically fire and EMS crews have worked together sharing the same fire station and responding to a lot of the same calls together in separate pieces of equipment. For the past 40 years or so, Middletown has used a minimum of 3 firefighters assigned to each fire truck/engine company and two paramedics assigned to each squad. Almost always 5 firefighters responded to a serious EMS call. In other instances dispatch would send the two crews and the five firefighters if they knew the patient was heavy or obese.

At the scene of a serious EMS call there are certain duties to be performed that are essential to saving someone's life. Over the past several decades, Middletown Firefighters have routinely responded in the fire truck and squad with a total of five firefighter/paramedics and performed these skills. Often times, four firefighters are necessary to safely lift the patient. It is customary for one firefighter to position himself at the head, another firefighter at the foot and the two remaining firefighters to position themselves opposite of each other on either side of the backboard. An alternative would be for two firefighters to be on one side and the other two on the opposite side.

Once the patient is inside the ambulance, the crew can transport the patient to the emergency department. If

the victim is in cardiac arrest, three firefighters are needed to perform advanced life support. Moreover, it has also been a safe practice to use three firefighters in the back of the ambulance if the victim is unstable and could possibly go into cardiac arrest. Nevertheless, whether the victim is in cardiac arrest or the patient is unstable, it takes four firefighters to get the victim to the emergency department. Three delivering patient care and a fourth firefighter to drive the ambulance. The fifth firefighter under the operational profile utilized by the City for years would drive the fire truck to the emergency department to assist in restocking the ambulance with supplies and afterwards pick up the remainder of the crew that went along with the ambulance.

First Emergency First removed two personnel from the five member team. Now instead of two members assigned to the squad and three firefighters assigned to the fire truck, there are only three firefighters at these stations assigned to the fire truck and squad and they respond in either the squad or fire truck depending on the nature of the call. Where previously the dispatcher would send a fire truck and a squad for on EMS call, they now only send a squad. Instead of five firefighters responding there are now only three.

Since First Emergency First was implemented on or about August 18, 2014 there has been an increase in firefighter injuries. A majority of the injuries have been lifting injuries occurring during lifting of patients. Whereas previously there would be at least four firefighters on scene to assist in lifting, there are now just two doing the lifting. Also with fewer personnel on scene to perform the work, crews can become more easily exhausted. Three of the lifting injuries have required surgery and several of them have lost time from work. Most of these lifting injuries have been attributed to not having sufficient firefighters on scene to lift the weight required of some of these victims and complicating matters even further is the awkward places from which they have to be rescued.

Over the past twenty years, Middletown firefighters have gone from responding to approximately 5,000 calls annually to now almost 11,000 calls annually, while the employer has reduced staffing. At one time, Middletown Division of Fire had at least 22 firefighters on duty each day. With the latest round of layoffs and station closures that number has dropped to 13 firefighters on duty each day. The increased operational tempo and the associated fatigue is in no small way contributing to the decline in morale, increases in absenteeism, decrease in quality of life and ultimately resignations.

Overall Middletown Firefighters are almost twice as busy as the average fire department in the surrounding area. (Ex. 18) Surprisingly, the average firefighter in Cincinnati makes 383 calls a year, whereas his counterpart in Middletown makes over twice as many alarms with 806 a year. The struggle is as the personnel strength has gone down; the demand for emergency services has gone up. It has gone up for a variety of reasons, but largely due to the broader changes in health care practices and in Middletown's instances the higher than usual amount of residents that use the emergency department to address their primary care needs and the unabated usage of the 911 system and firefighters to get them there.

Firefighters typically have an extremely busy shift and the stress is demonstrated in the number of resignations over the past several years. Since June of 2004, Middletown has hired 34 firefighters and as of January 2015 there are only five remaining.

Even more senior employees are resigning their employment with the Middletown Division of Fire. In just the past couple of months, two firefighters with more than 15 years resigned their employment. The Union submits that its proposal is reasonable and fair under these circumstances.

The Employer's rationale is as follows:

The issue of base wages in this case has not been the subject of extensive discussion by the parties. Entering the negotiations, the City was adverse to cost-of-living increases. Cost-of-living increases pose a long-term burden on city finances. Given the City's recent financial issues, it is reluctant to commit to this burden. However, recognizing that recent income tax revenue history shows an upturn in those revenues, the City has created and proposed to the unit for 2015 "Performance Based Compensation" (PBC). PBC is a program where each year the City Council will approve a one-time payment in that year to employees based on the City's performance in income tax generation in prior years. This payment is subject to City Council discretion. In 2015, City Council authorized a payment of \$1,000.00 for each full-time employee. All eligible City employees, with the exception of the members

of this unit, have received this payment in 2015 in lieu of a cost-of-living pay increase.

A. City's Position

The City proposes that for the term of this agreement, the members of this unit receive the PBC in lieu of cost-of-living increases. The justification for this proposal is multi-faceted.

First, the 2015 proposal is consistent with the treatment of all other City employees. It is the City's desire and intent to treat all of its employees in an equal manner. This pattern of bargaining has begun in recent years. Giving this unit a cost-of-living increase in 2015 will upset this internal equity.

Second, while the City is willing to share its growth with its employees, the City remains committed to financial responsibility. The short-term increase in tax revenues does not create a clear trend for the future. The City needs to assess realities of its economic future before committing to long-term financial expenditures.

Third, history shows us that this bargaining unit has out-stripped inflation over the last 15 years, even while accepting no wage increases in 2012, 2013 and 2015. For 2000 through 2014, the bargaining unit received wage increases totaling 38.5%. During this same time the Cincinnati-Hamilton CPI-W rose 34.2%. These employees have exceeded the pace of economic growth in this area and would appear to continue to do so in the near future. (*Exhibit 21*)

Fourth, external comparables do not support the need for cost-of-living increases. According to SERB statistics, statewide increases for fire units from 2005 to 2014 totaled 22.41%. During that same time this unit has received 25.5%. Similarly, the SERB statistics for the Cincinnati (19.99%) and Dayton (20.11%) areas result in the same conclusion; this unit has fared better over the years. (*Exhibit 22*)

A quick look at surrounding communities results in a similar conclusion.

| CITY | MAXIMUM (Firefighter) |
|----------------------------|----------------------------------|
| Fairfield | \$71,054 |
| West Chester Township | \$71,053 |
| Hamilton | \$65,000 |
| Middletown | \$60,153 |
| Monroe | \$59,194 |
| Springfield | \$55,883 |
| Mansfield | \$54,670 |
| Newark | \$52,002 |
| Lima | \$49,432 |
| Average without Middletown | \$59,824 |

The three communities paying higher salaries all have 53 hour work weeks. Middletown has a 51 hour work week. Even with the proposed increase in this fact-finding, Middletown would still be lower at 52 hours.

In summary, the case for a cost-of-living increase cannot be made. The City's proposal will limit the City's future costs and provide additional dollars to the unit members in each year through the PBC.

The Union did a thorough job of pointing out that firefighters have not had a raise in the past several years. And, while the City made equally compelling arguments for its current budgetary situation and the need to exercise prudence in incurring the cost of additional permanent wage increases, the facts indicate the need to reestablish moderate and predictably gradual wage increases for bargaining unit employees that are still below average increases currently found in both the public and privates sectors, but under the present situation will not trigger layoffs or necessitate the need for programmatic cuts. It is also noted that pressure regarding the rise of interest rates and the eventual rise in the cost of borrowing will impact employers and employees alike during the life of the Agreement. Additionally, the bargaining unit employees during this period of reduced salary increases are still eligible for additional pay increases on top of the negotiated rate under the City's Performance Based Compensation program.

RECOMMENDED LANGUAGE:

Article 45 – Wages

Effective January 1, 2015 all wages shall remain the same, plus any additional compensation added by City Ordinance.*

Effective January 1, 2016 all wages shall be adjusted by 1.0%, plus any additional compensation added by City Ordinance, which exceeds 1.0%*.

Effective January 1, 2017 all wages shall be adjusted by 1.5%, plus any additional compensation added by City Ordinance, which exceeds 1.5%*.

***In addition to the above, members shall participate in the “Performance-Based Compensation” set forth in the Pay & Benefits Ordinance, as adopted by the City Council of Middletown in 2015, 2016 and 2017; to the extent the performance pay exceeds the amounts indicated above.**

B. **Salary Adjustment.** The salary of each employee shall be reviewed annually or otherwise as herein provided by the Fire Chief for the purpose of determining which employee shall be entitled to a step increase. All of his personnel records, performance and length of service shall be considered in making recommendations with major emphasis placed on the evaluation of services rendered. On the recommendation of the Fire Chief, the City Manager may advance an employee at the time of such review until the maximum step has been reached.

No employee in F-1 hired after January 1, 1993 shall be:

- (1) increased to Step B until the employee has passed a written test, to be prepared by the Chief of the Division of Fire, regarding familiarity with the City of Middletown, specifically streets and landmarks;
- (2) ~~increased to Step C until the employee has received state certification as~~

a paramedic, and

(32) increased to Step E until the employee has completed training and received Division of Fire certification for operation of pumper trucks; ~~and~~

(43) increased to Step F until the employee has completed training and received Division of Fire certification for operation of an aerial apparatus.; **and**

(4) All employees hired after July 1, 2016 must maintain their state certifications as a paramedic throughout their tenure as an employee. Any employee hired after July 1, 2016 who fails to maintain such certification shall be reduced in pay to Step B.

C. Members agree that all payroll payments will be direct deposited in an account of their choice in compliance with the guidelines established by the City of Middletown Finance Department.

ISSUE 8: Paramedic Certification Pay (Article 47)

DISCUSSION:

The **Union's** proposal and rationale is as follows:

The current contract language provides that all members who are not promoted to the position of Squadperson and who maintain a paramedic's certification throughout the entire calendar year shall receive additional compensation in the amount of \$200.00. This compensation is paid annually in the first pay of December. The City proposes to eliminate this provision in its entirety while the Union proposes to increase the compensation to \$1,200.00 in 2015, \$1,400.00 dollars in 2016, and \$1,600.00 in 2017.

The paramedic certification pay has been in the contract just since the 2009-2011 agreement where it has remained unchanged. (Ex. 22)

The **Employer** proposes to increase the rate of pay under this provision and its rationale is as follows:

The City expects that the Union will seek a significant increase in this benefit. Presently every member who maintains his/her paramedic certification receives an annual stipend of \$200.00. In the tentative agreement, the City and Union agreed to a significant increase in this amount. This increase was part of a package, which included the phasing out of the squadperson position and a reduction in officer overtime resulting from changes in Article 48 of the CBA. This increase effectively redistributed the pay received for squadpersons to the employees now performing that work. The proposed change in Article 48 effectively funded this benefit increase. Absent these corresponding changes, both the cause and funding mechanism for the increase in this benefit are gone.

The proposed increase in this benefit will cost approximately \$60,000.00 in 2015, \$72,000.00 in 2016 and \$84,000.00 in 2017. As indicated previously, the City is not financially situated to bear the expense on a continuing basis. Further, depending on the disposition of Article 44 and Grievance No.2014-11, these employees will be compensated for performing paramedic work under both this article and Article 44. Finally, the proposed increase is 600%, 700% and 800% in the respective years of the contract. The original purpose of the benefit was to encourage employees to maintain paramedic certification. The present amount is a fair inducement for that limited purpose. A copy of the City's proposed Article 47 is attached as Exhibit "23".

As part of the entire body of recommendations in this report and consistent with the direction taken by the parties in negotiations prior to fact-finding, the fact-finder views this issue and the subsequent recommendation to be part of a "quid pro quo" compromise involving the prior recommendations made under Issue 6 (the gradual phasing out of squadman), and Issue 7(a moderate wage increases over the life of the Agreement).

RECOMMENDED LANGUAGE:

Article 47 – Paramedic Certification Pay

- A. **All members** ~~who are not promoted to the position of squadperson and~~ **maintain their paramedic certification throughout the entire calendar year shall receive additional compensation ~~in the amount of \$200.00 in that year in~~ the amount of:**

2015: \$1,200.00

2016: \$1,400.00

2017: \$1,600.00

- B. **All additional compensation under this section shall be paid annually in the first pay of December.**

ISSUE 9: Overtime (Article 48)

DISCUSSION:

The **Union** proposes current contract language and its rationale is as follows:

Article 48(C) provides: "Employee assignments to overtime will be in accordance with procedures established between Local 336 and the Chief of the Division." The overtime procedures are incorporated into the collective bargaining agreement in this manner and the detail of the procedures are set forth in Division of Fire Notice 2010-20 which provides: "These overtime procedures are in place to give guidance in filling vacancies as needed to maintain a staffing level of nineteen (19) personnel and/or four (4) officers." (Ex. 24) This language has been in the contracts since the first agreement was negotiated after the passage of the collective bargaining act.

On April 1, 2008 then Fire Chief Botts changed the overtime procedures in the Fire Division, Rules and Regulations stating that "there shall be at least three (3) officers on duty at all times" when the previous language has stated that "at least four (4) officers on duty at all times." The Fire Chief did not discuss these changes with the Union prior to implementation and as the Arbitrator found, certainly did not bargain with them over the changes. (Ex. 25 at 2)

On April 11, 2008 the Union grieved the unilateral change arguing that it had not agreed to the changes in procedure and that the changes violated provisions identified in Article 48(C). The Union presented evidence during the arbitration hearing that any changes to the overtime procedures which included the number of personnel and/or officers on duty at all times had been the product of joint negotiation between the Employer and the Union President. The Employer argued that the Fire Chief does not have the authority to bind the City so that the Chief's commitments to either staffing size or number of officers to serve overtime were not binding on the Employer. The City argued that staffing issues remain a management right under the contract and that staffing levels were subject to change as a result of budget issues facing the City of Middletown.

In sustaining the grievance, Arbitrator Alutto found that the Union had established a historical pattern of both parties engaging in negotiations over any changes in overtime assignment procedures. He concluded the fact that references to the number of officers to be on duty for overtime purposes appear in the overtime procedures manual clearly indicates that this is an assignment issue to be negotiated by the parties. (Ex. 25 at 15) He ruled that because the reference to the number of required officers goes back to at least 1986 in the overtime procedure manual, it is reasonable to assume that this one aspect of staffing was deemed closely connected to overall overtime assignments and it was explicitly memorialized each time changes were negotiated. (Ex. 25 at 15)

The City proposes to delete the involvement of Local 336 in establishing procedures for employee assignments to overtime. The Local rejects this proposal maintaining that its participation in establishing procedures for the assignment of overtime has been in the contract language since 1985 and there have been no problems which have been brought to the Union's attention over the years concerning this language. (Ex. 23)

In paragraph E the City also proposes to change the language regarding the number of hours an employee must work before the employee is eligible to be paid at the rate of time-in-one-half or receive compensatory time off. The current language provides that employees working in excess of 204 hours in a twenty-eight (28) work period will either be paid time-and-one-half his or her regular rate or receive comp time off for hours worked over 204. The City proposes to increase that amount to 212 hours in a twenty-eight (28) day work period.

The Union proposes current contract language.

The Employer's rationale is as follows:

The City is proposing a change in the language of Article 48 of the CBA. A copy of the proposed language is set forth in Exhibit "24". Specifically, the City is seeking to change language in paragraph C of Article 48. The present article provides that employee assignments to overtime will be in accordance with procedures established between Local 336 and the Chief of the Division of Fire. The City seeks to place the determination of employee assignments and the establishment of procedures for such assignments in the hands of the Chief of the Division of Fire after meeting and conferring with the local union. Under the present provision, it is necessary for the Chief and the Union to meet and agree upon changes in employee assignments to overtime. Most specifically, this involves a portion of the procedures which requires that there be four officers on duty at all times. These officers must be promoted officers and not officers who are serving in that capacity in temporary assignment. As a result, the amount of officer overtime is inflated on a regular basis. The procedures require that four officers be on duty regardless of the structure of the day.

It is the City's position that overtime assignments need to rest in the hands of the Chief of the Division of Fire. The present system is producing excessive overtime costs for the Division of Fire in circumstances where there is no real basis or need for four officers to be on duty at a given time. The number of officers assigned to duty at any given time is a matter which is subject to the circumstances of given work day. There may be times when it is appropriate to have more or less officers on duty. These needs can best be met by providing the Chief of the Division of Fire with some flexibility in dealing with this issue. The City believes that a change in this provision would result in significant dollar savings to the City by reducing unnecessary officer overtime.

The Employer is seeking to return authority for overtime assignments to the Chief as a way to control overtime cost through the number of officers who need to be involved in the overtime work. The City's argument that overtime is subject to circumstances at the time is reasonable, but there is insufficient data to overturn this long established procedural language. Therefore as a compromise, the following recommendation is made to maintain current procedures under C. of Article 48, but with the specific understanding that the Chief of the Division shall have the discretion to reduce the number of required on duty officers from 4 to 3 officers, and that as part of the recommendation contained herein the procedures of MFD Notice 2010-20 are to be modified to reflect the Chief's discretion.

RECOMMENDED LANGUAGE:

Maintain Current Language

ISSUE 10: Termination (Article 55)

Both parties proposed a three year agreement, which would terminate on December 31, 2017.

RECOMMENDED LANGUAGE:

This agreement shall become effective on **January 1, 2015** and terminate on **December 31, 2017**.

TENTATIVE AGREEMENT

Any tentative agreements, including Tentative Agreement 1 and 2, reached by the parties as well as any current language that is not changed or not addressed by the parties in their negotiations leading to this report shall be considered to be recommended in the successor Collective Bargaining Agreement.

The fact finder respectfully submits the above recommendations to the parties this ____ day of September 2015 in Portage County, Ohio.

Robert G. Stein, Fact finder