

IN THE MATTER OF FACT FINDING

BETWEEN

CITY OF SPRINGDALE, OHIO

AND

IAFF, LOCAL 4027

SERB CASE # 2015-MED-10-1164

Robert G. Stein, Fact-finder

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INTRODUCTION

The parties to this matter are IAFF Local 4027 (hereinafter “Union” or “Bargaining Unit”) and the City of Springdale, Ohio (hereinafter “Employer” or “City”) The Employer is located in southwest, Ohio, Hamilton, County approximately twenty (20) miles north of the City of Cincinnati. The bargaining unit is comprised of approximately twenty-one (21) full-time fire fighters, which includes three (3) full-time captains. The Fire Department (“Department”) also employs approximately twenty-two (22) part-time fire fighters who are not in the bargaining unit.

General/State/Local Economic Overview: Underlying disquiet has marked the years since the “great recession” was declared to have ended, particularly among the middle class. The political primary campaigns among both democrats and republicans during 2015 and 2016 have underscored the level of economic discontent in the general population. Recovery, if realized among many municipalities in Ohio has taken a painfully long time since 2008, and politics at the national level, although marked by occasional cooperation between branches of government, for the most part continues to be partisan and discordant in its workings. In spite of frequent gridlock in Washington, often fostering fiscal uncertainty, the private sector has continued to recover by creating many new jobs in Ohio and the unemployment rate has substantially declined in Ohio. Yet, as evidenced by a contentious political climate job growth in Ohio and elsewhere in the country is not producing jobs that can readily match the middle class sustaining jobs of the past. Thousands of previously decent paying manufacturing jobs that sustained a healthy middle class have disappeared. They have been replaced by lower paying jobs, with less or no benefits creating a growing number of workers who may be employed, but who continue to

struggle financially. As a result many of the political entities where they reside have less revenue. The approximate population of the City is 11,200, with a median household income of approximately \$49,600. And, according to U.S. Census data, approximately 23% of the citizens of Springdale live below the poverty level. About 55% of the citizens of Springdale own their own home and the mean value of a home in Springdale is \$125,000.

Fortunately, the rate of inflation has remained low for several years and the price of gasoline, which some would argue is troubling to some parts of the economy has brought welcome economic relief too many in Ohio. And, the City and the Union membership are certainly in a better economic place than where they were in the immediate years following the great recession of 2008, but improvement has been and continues to be incremental. In particular what has changed substantially and has required considerable creativity on the local government level are significant changes in the financing of cities from the state revenue sources and the elimination of other revenue such as the estate tax. Of equal consideration here is the impact of these factors on fire fighters and their own family budgets. It is within the context of this reality that the fact finder analyzes this dispute.

As evidence by its position statement on the issues, the Union argues that after several negotiations sessions no “meaningful negotiations” took place in this round of bargaining, which the Union avers differs little from the historic pattern. The City’s position diverges from this view arguing it has always engage in meaningful negotiations even though in this round of negotiations it could not agree too many of the Union’s proposals. Two separate mediation/hearing dates were held on March 24, 2016 and April 7, 2016 and with the very capable involvement of seasoned professional Union and Management representatives, Mr. Jon Harvey and Mr. Dorsey, the parties were able reach tentative agreement on some of issues originally brought to fact finding. However, the process for the most part proved admittedly arduous and many of the unresolved issues, while thoroughly vetted in the mediation process which served to carefully inform the fact finder, remained largely unresolved resulting in the fact finder having to issue recommendations in this report. All other issues that were previously resolved prior to fact-finding are also part of this report.

These items were specifically addressed by the fact finder in this report and are based upon the evidence and arguments proffered by the Union and the City. The recommendations contained in this report are intended to conform to the statutory criteria that all fact finders must follow.

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 above statutory criteria have not been prioritized by the Ohio legislature and therefore

will be followed by the Fact-finder in the aggregate in rendering recommendations in this report.

In summary the parties' positions on all the issues will be listed in their entirety as submitted by them. Then for the sake of simplicity they will be followed by the fact finders discussion and recommendations each issue.

UNION'S PROPOSALS:

Union Articles for consideration. (Anything in bold is new, notes are also in bold after each article)

ARTICLE 9
HOLIDAYS

9.1 *The following holidays will be recognized by the City:*

- A. *New Years Day*
- B. *Martin Luther King Day*
- C. *President's Day*
- D. *Memorial Day*
- E. *Independence Day*
- F. *Labor Day*
- G. *Thanksgiving Day*
- H. *Christmas Day*

9.2 Effective January 1, employees will receive 120 hours of compensatory holiday time off annually. Compensatory holiday time off in lieu of holidays shall be used in accordance with Article 15 (AS AMENDED) Scheduled time off.

9.3 Any unused and or unscheduled Holiday Hours shall be paid to the employee, at their regular rate of pay, the first pay in December.

Notes: This is in line with the police contract. There is no reason that the PD should be treated any differently than the FD. Both are 24 hour a day, 7 days a week 365 days a year services.

~~9.2 — Employees will be paid an additional twelve (12) hours of holiday pay, at their regular pay rate, payable the next regular pay following the holiday, provided the employee has been in paid status for the thirty (30) days period prior to the holiday.~~

~~9.3 — In addition to the holiday benefits listed above, employees will receive a Birthday Holiday and a Floating Holiday each consisting of twelve (12) hours of paid time off to be used anytime during the calendar year. The employee may have the option of taking these hours in pay in lieu of time off. An employee who uses his/her birthday holiday time and who separates from city service prior to his actual birthday shall have his/her final paycheck reduced by an amount equal to twelve hours.~~

~~9.4 — At the employee's request and subject to management approval, an employee may bank holiday hours for use as time off in lieu of holiday pay on the following conditions:~~

~~——— A.) Holiday hours may only be banked once the holiday has occurred and the holiday pay has been earned (except that the Christmas holiday pay may be used at any time in the fourth quarter;~~

~~——— B.) The banked hours must be used as time off in the same calendar quarter in which the holiday occurs;~~

~~———— C.) If banked holiday hours are not used in the same calendar quarter in which the holiday occurs, the holiday pay will be paid out no later than the second (2nd) pay following the calendar quarter; and~~

~~———— D.) The Birthday and Floating Holidays may be taken as time off at any time during the calendar year, subject to the repayment requirement of Section 9.3.~~

ARTICLE 10
HOURS OF WORK AND OVERTIME

10.1 Unless assigned to a forty-hour workweek, the regular work period of a bargaining unit member shall be comprised of a tour of twenty-four consecutive hours of work followed by forty-eight hours off duty. **Employees shall work an average of forty Eight (48) hours per week. This shall be accomplished by each employee being granted a “Kelly Day”.** The sequence of tours shall include a “Kelly day” on which a member is not scheduled to work his/her regular tour. A Kelly day shall occur every 7th tour. **Members working a forty eight hour workweek shall have their hourly rate of pay adjusted so they do not suffer any loss in Biweekly pay.**

10.2 A member assigned to a forty-hour workweek shall not suffer a reduction in Biweekly pay.

10.3 The Chief shall designate the days of the FLSA cycle, which can be taken as Kelly days. Kelly days will be selected annually by the employee based on department seniority.

10.4 Kelly days will be granted as noted in this Article and do not affect the employee’s regular base pay.

10.5 Kelly days may be traded, with the Chief’s approval, by members of the same unit within the same FLSA work cycle.

10.6 Overtime shall be defined as any hours worked outside the employee's normal hours of work and shall be paid in the pay period it was worked at a rate of one and a half times the employee's normal rate.

10.7 Effective January 1, 2005 the FLSA work cycle shall be 19 consecutive days.

Notes: The union's settlement package put together in FF / mediation the union offered to give up a pay increase in the last year of the CBA for a one hour reduction in the workweek. This article was presented with the 48 hour work week because of the city's refusal to negotiate. The union still believes that some sort of payoff between pay and hours is unobjectionable.

ARTICLE 11
WAGES

11.1 Retroactive to the first pay cycle for ~~2013~~ 2016, an increase of ~~2%~~ **3.5%** on the base straight time rates shall be in effect for all bargaining unit personnel.

11.2 Effective the first pay cycle for ~~2014~~ 2017, an increase of ~~2%~~ **3%** on the base straight time rates shall be in effect for all bargaining unit personnel. Should any of the City's unrepresented employees receive an increase of greater than ~~2%~~ **3%** in ~~2014~~ **2017**, this bargaining unit's members shall receive that same wage increase.

11.3 Effective the first pay cycle for ~~2015~~ 2018, an increase of ~~2%~~ **3%** on the base straight time rates shall be in effect for all bargaining unit personnel. Should any of the City's unrepresented employees receive an increase of greater than ~~2%~~ **3%** in ~~2015~~ **2018**, this bargaining unit's members shall receive that same wage increase.

11.4 The rates for these various pay steps will be as follows:

Notes: the Firefighters don't see a great deal of "extra" pay as outlined in the unions comparable exhibits. This increase while above the average would keep them in line with the area departments. Plus, the city's police force is payed at a higher rate than the firefighters,

internal comps show the need for such an increase.

ARTICLE 15
SCHEDULED TIME OFF

15.1 *The scheduling of vacation, **Kelly days** and comp time for the calendar year will be in order of seniority and will be completed no later than **December 31th**.*

15.2 ***Three (3)** bargaining unit members may select to be off per shift during this initial selection period in January. **Two members shall be permitted off on Vacation and one member shall be permitted off on Kelly Day.***

15.3 *The employee will have one opportunity to schedule any or all of his vacation or holiday time off the first time through the seniority list. The days must be taken consecutively and in not less than 24 hour increments.*

15.4 *The employee may sign up any or all his remaining vacation and holiday the second time through the seniority list. The time may be taken consecutively or individually, but in not less than twenty-four (24) hour increments.*

15.5 *After the second time through the seniority list vacation and ~~holiday~~ **Compensatory** time may be scheduled on a first come basis. Requests must be submitted to the Chief or his designee at least one hundred forty-four (144) hours prior to the requested time off. This requirement may be waived at the Chief's discretion.*

15.6 ***Any member off work or any reason that is not an accrued leave, shall not count as the minimum number of employees allowed off. Kelly day, vacation, holiday and comp time are considered accrued leave.***

~~15.6 — Two (2) bargaining unit members may be scheduled off per shift. during the first come basis period, provided a sufficient number of adequately certified personnel are available to meet the Chief's manning requirements, but in any case a minimum of one (1) bargaining unit member may be scheduled off per shift.~~

15.7 If an employee is involuntarily transferred to another unit, then the employee will be entitled to days off during the period previously scheduled.

Notes: For years the city allowed two firefighters off per shift. The city used some ambiguous language in the contract to justify their decision (after years of allowing 2 off) to only allow one firefighter off per shift. The way this is written above the city would have to allow three off (including Kelly Day). The union in mediation reduced its proposal to two off each shift. The union believes that is a fair compromise, considering it has ALWAYS been that two were allowed off. Allowing two employees off has been a long standing practice, mutually agreed upon by both parties. This has been an acceptable past practice, which should be considered current contract language.

ARTICLE 16
COMPENSATORY TIME

16.1 Compensatory (comp) time is paid time off accumulated at the employee's discretion in lieu of overtime pay. It is accrued at a rate of one and one-half (1-1/2) hours of comp time for each hour of overtime worked.

16.2 Employees may accumulate, **use** and replenish comp time in a comp bank, up to a maximum of ~~68~~ 72 hours. **An employee may use hours that are in the employees bank regardless of how many hours have been used during the year. Any hours accumulated over the 72 hours, shall be paid to the employee at their regular rate of pay on their next pay check. Effective January 1st, 2005-2016 employees may accumulate, and replenish comp time in a comp bank, up to a maximum allowable by FLSA. An employee may not use more than 72 hours of compensatory time in a calendar year.** The City shall maintain a record of comp time usage on an annual basis for each employee.

16.3 Upon the employee's request and approval of the Fire Chief, or his designee, the employee may use compensatory time in any amount of time, but not less than thirty (30) minutes.

Notes: The union believes if you earned the comp time and have it in the bank, you should be allowed to use it. The city has no real reason to object to this harmless change other than to

JUST SAY NO!

ARTICLE 20
SICK LEAVE

20.1 All permanent, full-time employees assigned to a forty (40) hour work week shall be credited with ten (10) hours of sick leave for each calendar month in which he works 100 hours. Vacation leave and compensatory time shall count as hours worked when calculating the 100-hour requirement. The maximum sick leave, which may be accumulated and carried forward to the next year by an employee, is 1,600 hours.

20.2 All permanent, full-time employees assigned to a 24-48 tour schedule shall be entitled to 13.5 hours of sick leave for each calendar month in which he works 135 hours. Vacation leave and compensatory time shall count as hours worked when calculating the 135-hour requirement. The maximum sick leave, which may be accumulated and carried forward to the next year by an employee, is 1,600 hours.

20.3 An employee who has attained the maximum 1600 hours accrued sick leave shall be entitled to convert sick leave hours to cash at the rate of two sick leave hours for one hour of pay for accrued hours in excess of 1600. Calculation and payment of the converted hours shall be made once annually in January.

20.4 In cases of demonstrated hardship and at the total discretion of the Mayor, additional sick time may be granted to any permanent full-time employee.

20.5 Any sick leave over two scheduled workdays in length must be substantiated by a doctor's certificate. ~~Acceptable to the City, stating the exact diagnosis of the employee's condition.~~ The City also reserves the right to require a doctor's certificate of sick leave taken immediately prior to or immediately after a paid holiday, vacation leave or scheduled days off. **Should the city require an additional doctor's certificate and the member is found to have a bona fide reason for the use**

of sick leave, the city shall assume the members cost for a doctor's certificate and reimburse any additional time off the employee had to used acquiring the certificate.

20.6 Any permanent employee may be granted three paid sick leave days each year in the event of serious sickness or disability in the employee's immediate family when the member's presence is necessary or reasonably expected. Immediate family means father, mother, sister, brother, spouse, child or stepchild of the employee. A member may be required to substantiate the serious sickness or disability of the immediate family member.

Notes: The only changes to this article are in section 20.5. The union believes that striking the current language is compliant to current laws regarding privacy. The second is to offset the city's constant nitpicking of the firefighters in regard to returning to work. Just as we have seen in this proceeding, the city's constant lack of preparedness routinely pushes the employees return to work out longer than it should be. The city's only argument is a bunch of "what ifs". The employee shouldn't have to pay for the city's ineptitude in dealing with these situations.

ARTICLE 21
VACATION

21.1 Full-time fire fighters who are regularly scheduled to work a 24 hour on, 48 hours off work schedule shall be entitled to vacation leave with pay each calendar year according to the following schedule:

(A) After one year	106 hours
After seven years	159 hours
After twelve years	212 hours
After eighteen years	265 hours

After twenty-three years 288 hours

Notes: The current contract language states that any fire department member reaches the final vacation step at eighteen (18) years of service. The other exempt and non-exempt employees in the city have an additional step at twenty-three (23) years that is not given to the firefighters. The union's proposal is to make the firefighters equivalent with other employees in regards to vacation leave.

ARTICLE 36
INSURANCE

36.1 Medical Insurance. *Bargaining unit members shall receive the same benefits from the health insurance plan made available to all other non-union employees at the same rates, co-pays, premiums, deductibles, and obligations as other City employees. It is understood that such health insurance plan may change from time-to-time during the term of this agreement. However, the benefits provided under the Employee Group Health Plan shall remain substantially the same during this Agreement.*

Effective at the execution of this agreement, employees shall contribute 10% of the monthly premium through a payroll deduction for the remainder of 2013. If non-union employees pay less than 10% of the premium, the bargaining members shall pay the lesser amount.

During the term of this agreement *the employees shall contribute 12% of the monthly premium through a payroll deduction. If non-union employees pay less than 12% of the premium, the bargaining members shall pay the lesser amount.*

The City shall at all applicable times comply with the provisions of the Affordable Care Act and relevant regulations promulgated there under with respect to health insurance provided under this agreement. In the event the Affordable Care Act is repealed or substantially amended, either party to

this agreement may require collective bargaining to negotiate with regard to the impact of such repeal or amendment on the City's health insurance plan.

*If the City chooses a Health Insurance plan with a deductible of \$2000 single / \$4000 employee/spouse, employee/child or family the City will pay toward the deductible into the HSA/HRA account ~~\$1000~~ **\$1600** single and ~~\$2000~~ **\$3200** employee/spouse, employee/child, family. If the City offers any other Insurance plans to its employees and the employee elects said plan, the maximum amount the City will pay toward the deductible is ~~50%~~ **80%** of the deductible.*

36.10 The City, at its option, may make available such additional medical and insurance programs, which, in the City's opinion, will be beneficial to the employees.

Any wellness and fitness program implemented by the city shall be non-punitive and voluntary to the members. Employees who successfully complete the program shall receive an additional one thousand (\$1000) dollars. The city shall include to any program implemented, a program specific to firefighters. Such program shall be designed and implemented in cooperation with the union and based on the IAFF / IAFC wellness fitness program.

Notes: The union's position on healthcare is that the current copays and deductibles are at the high end of area and state wide comps, based on the SERB annual health care report. The city's accusation that the trend of employers doing away with HAS contributions is unfounded. Also getting any information about the health insurance group the city belongs to is nearly impossible. Anderson Township is in Hamilton County to the southeast of Springdale. Below you will find the current health care information provided by their fiscal officer. The highlighted area is outlining that the employer pays 65% of the H.S.A. Springdale provided testimony during our Fact Finding hearing that the city could not provide more than 50%. Obviously that information was erroneous.

United Healthcare:

Single\$ 549.26

Emp./Children\$1,023.71

Emp./Spouse\$1,143.49

Family\$1,667.68

Dental:

Single\$ 32.66

Family\$ 102.69

EyeMed:

Single\$ 3.87

Emp./Spouse\$ 7.33

Family\$ 10.71

We also pay for Short and Long Term Disability - cost is based on salary and we offer the Employee Assistance Program available to all employees thru Concern.

***We fund 65% of the H.S.A.** - single plans are funded \$1,300 for a \$2,000 deductible (\$700 employee out of pocket) and all other plans are funded \$2,600 (\$1,400 employee out of pocket) for a \$4,000 deductible.*

Please let me know if you need anything else.

Nancy

Nancy Downs

Anderson Township Fiscal Office

7850 Five Mile Road

Cincinnati, OH 45230

Phone 513-688-8400 ext. 1109

FAX 513-231-4835

In regard to a wellness / fitness program, the union believes strongly that a program should be

designed to assist an employee in developing a holistic, positive rehabilitating and educational approach to wellness and fitness programs in the fire service. The overall goal should be to improve the quality of life for uniformed personnel. Not just checking a box like the city's current program.

UNION RESPONSES TO THE CITY'S PROPOSALS:

Article 11 Wages - The city has offered a lower wage than it has historically offered other employees. This again goes to show the cities overall opinion of the firefighters. The City's finances are improving, so to think they can afford anything less than current employees routinely get is absurd.

Article 14 Scheduling of overtime- I find it interesting that in this one article the city wishes to "help the firefighters" by relieving them of the burden of overtime. If it was an issue with the firefighter we would have brought it to the table. In reality, this is nothing more than the administration attempting to work out of the operations section of the budget. If the city wanted to relieve the burden of overtime on the firefighters they have the ability to add lieutenants and expand the acting officer role. Both they have chosen not to do either.

Article 18 trading Time - The union agreed to this change in language the city was seeking. I guess the city couldn't agree to their own article? This should be of no surprise.

Article 21 Vacation - CURRENT CONTRACT LANGUAGE (Other than what the union submitted)The city proposed "use it or lose it" language. In December of 2015 the city changed its scheduling policy to only allow one employee off after the first vacation pick. The union's stance is that the city has made it almost impossible to take time off. The city's change in this article would end in employees losing time money for vacation they cannot use.

Article 27 outside training and Article 31 EMS training - these were settled in mediation. The union cannot express the regret we have for agreeing to these. If we would have thought the city would have continued its unwillingness to have any sort of worthwhile negotiations on ANY union articles we would have never agreed to these. That will never happen again. Score City 2 union 0.

Article 36 Insurance - CURRENT CONTRACT LANGUAGE (Other than what the union submitted) - The city proposes was to 1) require the employees to participate in a wellness program. The union is not against a wellness plan. However we feel it should be none punitive, exclusive to firefighters and the employee should be compensated for participation. 2) increase the copays in increments up to 17.5%. The union maintains this increase would put the Springdale firefighters at the top of the area firefighters in regards to insurance cost to the employee. The firefighters already lag behind with regard to total compensation. 3) The city wants to pro-rate the employees HSA contributions based on start date. The union opposes this because we want to be like the city and appose everything.

The following is the requested summary on behalf of the City of Springdale.

1. Article 9 Holidays

Current contract language:

ARTICLE 9
HOLIDAYS

9.1 The following holidays will be recognized by the City:

- A. New Years Day
- B. Martin Luther King Day
- C. President's Day
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Thanksgiving Day
- H. Christmas Day

9.2 Employees will be paid an additional twelve (12) hours of holiday pay, at their regular pay rate, payable the next regular pay following the holiday, provided the employee has been in paid status for the thirty (30) days period prior to the holiday.

9.3 In addition to the holiday benefits listed above, employees will receive a Birthday Holiday and a Floating Holiday each consisting of twelve (12) hours of paid time off to be used anytime during the calendar year. The employee may have the option of taking these hours in pay in lieu of time off. An employee who uses his/her birthday holiday time and who separates from city service prior to his actual birthday shall have his/her final paycheck reduced by an amount equal to twelve hours.

9.4 At the employee's request and subject to management approval, an employee may bank holiday hours for use as time off in lieu of holiday pay on the following conditions:

A.) Holiday hours may only be banked once the holiday has occurred and the holiday pay has been earned (except that the Christmas holiday pay may be used at any time in the fourth quarter;

B.) The banked hours must be used as time off in the same calendar quarter in which the holiday occurs;

C.) If banked holiday hours are not used in the same calendar quarter in which the holiday occurs, the holiday pay will be paid out no later than the second (2nd) pay following the calendar quarter; and

D.) The Birthday and Floating Holidays may be taken as time off at any time during the calendar year, subject to the repayment requirement of Section 9.3.

City's Latest Proposal:

ARTICLE 9
HOLIDAYS

9.1 The following holidays will be recognized by the City:

- A. New Years Day
- B. Martin Luther King Day
- C. President's Day
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Thanksgiving Day
- H. Christmas Day

9.2 Employees will be paid an additional twelve (12) hours of holiday pay, at their regular pay rate, payable the next regular pay following the holiday, provided the employee has been in paid status for the thirty (30) days period prior to the holiday.

9.3 In addition to the holiday benefits listed above, employees will receive a Birthday Holiday and a Floating Holiday each consisting of twelve (12) hours of paid time off to be used anytime during the calendar year. The employee may have the option of taking these hours in pay in lieu of time off. An employee who uses his/her birthday holiday time and who separates from city service prior to his actual birthday shall have his/her final paycheck reduced by an amount equal to twelve hours.

9.4 At the employee's request and subject to management approval, an employee may bank holiday hours for use as time off in lieu of holiday pay on the following conditions:

A.) Holiday hours for each calendar quarter shall be banked at the beginning of the quarter. Holiday hours shall be used in the quarter the holiday occurs. If the holiday hours are not used in the quarter, the holiday pay will be paid out. The holiday pay will be paid out by the second pay period in the following quarter, except for the fourth quarter, which shall be paid out in the second pay in December. Holiday hours shall be considered to be earned when the employee is in paid status on his normally scheduled shift before and after the holiday. An employee who uses his/her banked holiday time and who either a) separates from City service, or b) suffers an on-the-job injury, prior to having earned the holiday pay shall have his/her next paycheck reduced by an amount equal to the number of holiday hours that have been used but not earned.

~~may only be banked once the holiday has occurred and the holiday pay has been earned (except that the Christmas holiday pay may be used at any time in the fourth quarter;~~

~~————B.) The banked hours must be used as time off in the same calendar quarter in which the holiday occurs;~~

~~————C.) If banked holiday hours are not used in the same calendar quarter in which the holiday occurs, the holiday pay will be paid out no later than the second (2nd) pay following the calendar quarter; and~~

BD.)The Birthday and Floating Holidays may be taken as time off at any time during the calendar year, subject to the repayment requirement of Section 9.3.

The City's rationale for its position:

The current contract provides for 12 hours of holiday pay for eight holidays and for a floating holiday and the employee's birthday, for a total of 120 hours of paid time off. The contract allows employees to bank holiday hours after the holiday occurs, provided that employees use those hours as time off in the same calendar quarter in which the holiday occurred. If the employee does not use the banked holiday hours, they are paid out at the end of the calendar quarter.

The Union has proposed that holidays be treated like vacation. Thus, the Union has proposed that the 120 hours of holiday time be banked at the beginning of the year and scheduled along with the employee's vacation time.

The City's proposal allows employees to bank their holiday hours at the beginning of each calendar quarter. Holiday hours must be used in the quarter in which the holiday occurs. If they are not so used, the holiday pay will be paid out.

The City's proposal will give employees more flexibility in scheduling their holiday time off. The Union's proposal goes too far by not requiring employees to take the holiday time off in the same calendar quarter in which the holiday occurs. Most employees want to take their vacation and other time off during the summer months. If employees can use holiday hours at any time during the year, it will increase the amount of overtime during summer months and increase scheduling problems. Requiring employees to use the holiday time in the calendar quarter in which the holiday occurs spreads that time off throughout the calendar year.

2. Article 10 Hours of Work and Overtime

Current contract language:

ARTICLE 10
HOURS OF WORK AND OVERTIME

10.1 Unless assigned to a forty-hour workweek, the regular work period of a bargaining unit member shall be comprised of a tour of twenty-four consecutive hours of work followed by forty-eight hours off duty. The sequence of tours shall include a “Kelly day” on which a member is not scheduled to work his/her regular tour. A Kelly day shall occur every 28th tour. Effective January 1, 2005, a Kelly day shall occur every 19th tour.

10.2 A member assigned to a forty-hour workweek shall not suffer a reduction in the member’s bi-weekly pay.

10.3 The Chief shall designate the days of the FLSA cycle, which can be taken as Kelly days. Kelly days will be selected annually by the employee based on department seniority.

10.4 Kelly days will be granted as noted in this Article and do not affect the employee’s regular base pay.

10.5 Kelly days may be traded, with the Chief’s approval, by members of the same unit within the same FLSA work cycle.

10.6 Overtime shall be defined as any hours worked outside the employee’s normal hours of work and shall be paid in the pay period it was worked at a rate of one and a half times the employee’s normal rate.

10.7 Effective January 1, 2005 the FLSA work cycle shall be 19 consecutive days.

City's proposal: Retain current contract language.

City's rationale for its position:

The current contract provides for six Kelly days per year, i.e., one every 19 shifts. This amounts to 144 paid hours off per year. The Union proposes increasing the number of Kelly days to 17, i.e., one every seventh shift. This would increase the number of paid hours off per year because of Kelly days from 144 hours to 408 hours, an increase of 264 hours or nearly 3 times as many. Adding in other paid time off under the contract, the Union's proposal is for a 65% increase in paid time off. There is simply no justification for such an increase.

Moreover, because of the way Kelly days operate, the Union's proposal would increase the employees' hourly rate by 9.1%. This is because Kelly days decrease the number of hours employees are scheduled to work for the same annual compensation. The Union's Kelly day proposal decreases the number of scheduled hours of work by 9.1%, and thus increases the hourly rate by 9.1%. This would also increase the employees' overtime rate by 1.5 times that, i.e. by 13.65%.

Substantial additional time off for the employees would require that the City backfill a great many of those additional hours off. This would substantially increase the amount of overtime employees would work. In essence, the Union's proposal would convert a great many hours that employees currently work at straight time into hours worked at time and a half. And that time and a half rate would be 13.65% higher than under the prior contract.

City Exhibits A and E shows the workweeks and Kelly days of the comparable cities. Springdale is very much in line with these comparables.

3. Article 11 Wages

Current contract language:

ARTICLE 11
WAGES

11.1 Retroactive to the first pay cycle for 2013, an increase of 2% on the base straight time rates shall be in effect for all bargaining unit personnel.

11.2 Effective the first pay cycle for 2014, an increase of 2% on the base straight time rates shall be in effect for all bargaining unit personnel. Should any of the City's unrepresented employees receive an increase of greater than 2% in 2014, this bargaining unit's members shall receive that same wage increase.

11.3 Effective the first pay cycle for 2015, an increase of 2% on the base straight time rates shall be in effect for all bargaining unit personnel. Should any of the City's unrepresented employees receive an increase of greater than 2% in 2015, this bargaining unit's members shall receive that same wage increase.

11.4 The rates for these various pay steps will be as follows:

		2013 Hourly	2014 Hourly	2015 Hourly
Firefighter	Step 1	\$19.48	\$19.87	\$20.27
	Step 2	\$20.46	\$20.87	\$21.29
	Step 3	\$21.47	\$21.90	\$22.34
	Step 4	\$22.55	\$23.00	\$23.46
	Step 5	\$23.68	\$24.15	\$24.63
	Merit I	\$24.86	\$25.36	\$25.87
	Merit II	\$26.10	\$26.62	\$27.15

Firefighter/ Paramedic	Step 1	\$20.48	\$20.89	\$21.31
	Step 2	\$21.50	\$21.93	\$22.37
	Step 3	\$22.58	\$23.03	\$23.49
	Step 4	\$23.72	\$24.19	\$24.67
	Step 5	\$24.90	\$25.40	\$25.91
		2013	2014	2015
	Merit I	\$26.15	\$26.67	\$27.20
	Merit II	\$27.46	\$28.01	\$28.57
Fire Captain	Step 1	\$24.92	\$25.42	\$25.93
	Step 2	\$26.17	\$26.69	\$27.22
	Step 3	\$27.48	\$28.03	\$28.59
	Step 4	\$28.85	\$29.43	\$30.02
	Step 5	\$30.28	\$30.89	\$31.51
	Merit I	\$31.80	\$32.44	\$33.09
	Merit II	\$33.39	\$34.06	\$34.74

City proposal:

ARTICLE 11
WAGES

11.1 Retroactive to the first pay cycle for 201~~63~~, an increase of 2% on the base straight time rates shall be in effect for all bargaining unit personnel.

11.2 Effective the first pay cycle for 201~~73~~, an increase of ~~1.752~~% on the base straight time rates shall be in effect for all bargaining unit personnel. Should ~~any of~~ the City ~~'s grant its~~ unrepresented employees ~~receive~~ an ~~across-the-board~~ increase of greater than ~~1.752~~% in 201~~73~~, this bargaining unit's members shall receive that same wage increase.

11.3 Effective the first pay cycle for 201~~85~~, an increase of 1.52% on the base straight time rates shall be in effect for all bargaining unit personnel. Should any of the City's grant its unrepresented employees receive an across-the-board increase of greater than 1.52% in 201~~85~~, this bargaining unit's members shall receive that same wage increase.

11.4 The rates for these various pay steps will be as follows:

		201 63 Hourly	201 74 Hourly	201 85 Hourly
Firefighter	Step 1	\$ <u>20.68</u> 19.48	\$ <u>21.04</u> 19.87	\$ <u>21.36</u> 20.27
	Step 2	\$ <u>21.72</u> 20.46	\$ <u>22.10</u> 20.87	\$ <u>22.43</u> 21.29
	Step 3	\$ <u>22.79</u> 21.47	\$ <u>23.19</u> 21.90	\$ <u>23.54</u> 22.34
	Step 4	\$ <u>23.93</u> 22.55	\$ <u>24.35</u> 23.00	\$ <u>24.72</u> 23.46
	Step 5	\$ <u>25.12</u> 23.68	\$ <u>25.56</u> 24.15	\$ <u>25.94</u> 24.63
	Merit I	\$ <u>26.39</u> 24.86	\$ <u>26.85</u> 25.36	\$ <u>27.25</u> 25.87
	Merit II	\$ <u>27.69</u> 26.10	\$ <u>28.17</u> 26.62	\$ <u>28.60</u> 27.15
Firefighter/ Paramedic	Step 1	\$ <u>21.74</u> 20.48	\$ <u>22.12</u> 20.89	\$ <u>22.45</u> 21.31
	Step 2	\$ <u>22.82</u> 21.50	\$ <u>23.22</u> 21.93	\$ <u>23.57</u> 22.37
	Step 3	\$ <u>23.96</u> 22.58	\$ <u>24.38</u> 23.03	\$ <u>24.75</u> 23.49
	Step 4	\$ <u>25.16</u> 23.72	\$ <u>25.60</u> 24.19	\$ <u>25.98</u> 24.67
	Step 5	\$ <u>26.43</u> 24.90	\$ <u>26.89</u> 25.40	\$ <u>27.29</u> 25.91
	Merit I	\$ <u>27.74</u> 26.15	\$ <u>28.23</u> 26.67	\$ <u>28.65</u> 27.20
	Merit II	\$ <u>29.14</u> 27.46	\$ <u>29.65</u> 28.01	\$ <u>30.09</u> 28.57
Fire Captain	Step 1	\$ <u>26.45</u> 24.92	\$ <u>26.91</u> 25.42	\$ <u>27.31</u> 25.93
	Step 2	\$ <u>27.76</u> 26.17	\$ <u>28.25</u> 26.69	\$ <u>28.67</u> 27.22
	Step 3	\$ <u>29.16</u> 27.48	\$ <u>29.67</u> 28.03	\$ <u>30.12</u> 28.59
	Step 4	\$ <u>30.62</u> 28.85	\$ <u>31.16</u> 29.43	\$ <u>31.63</u> 30.02
	Step 5	\$ <u>32.14</u> 30.28	\$ <u>32.70</u> 30.89	\$ <u>33.19</u> 31.51
	Merit I	\$ <u>33.75</u> 31.80	\$ <u>34.34</u> 32.44	\$ <u>34.86</u> 33.09
	Merit II	\$ <u>35.43</u> 33.39	\$ <u>36.05</u> 34.06	\$ <u>36.59</u> 34.74

The City's rationale for its position:

The City's FF/PMs are paid comparably to FF/PMs at nearby cities. See City Exhibits A and D. During the recession, the City protected the FF/PMs from the recession, increasing their compensation from 2007 through 2015 by 22.93%. The City's proposal is in line with SERB's annual wage settlement report, attached as Exhibit 1 to the City's position statement. As discussed at pages 3 – 5 of the City's position statement, the City's revenues have declined significantly since prior to the recession. The City has been deficit spending for the last couple of years, substantially reducing its surplus. The City also has substantial capital expenses which were deferred during the toughest years of the recession. The City's proposal for a 1.75% guarantee in 2017, and a 1.5% guarantee in 2018, reflects the City's continued financial challenges. The City is opposed to a "me too" clause in 2017 and 2018 but it has included such language because it was discussed in fact finding.

The Union's proposal for increases of 3.5%, 3.5%, and 3.5% (on top of their numerous other proposals increasing compensation) are unrealistic and inconsistent with Statewide and regional public sector increases.

4. Article 14 Scheduling of Overtime

Current contract language:

ARTICLE 14
SCHEDULING OF OVERTIME

14.1 The City and the Union, through the Labor Management Committee, will develop and maintain a process for scheduling and tracking all overtime worked by the employees. All employees of the collective bargaining unit will be considered equally for

overtime within their respective rank. Hours will be tracked and updated on an ongoing basis.

14.2 If overtime is going to be offered and a paramedic is required, only employees with paramedic certification shall be offered the hours. If all paramedics decline the overtime and the overtime occurs at shift change, the on-duty paramedic captain may be offered the hours. If the Captain does not accept the hours, the paramedic with the lowest hours on file will be mandated to work.

14.3 At anytime the Chief may, at his discretion, allow a Captain to work in place of a paramedic who would otherwise be mandated.

14.4 If overtime is going to be offered and there is not a Captain scheduled on duty, the overtime will be offered to the Captain with the lowest amount of hours on record and continue to the Captain with the highest amount of hours. If the overtime occurs with less than 12 hours notice, the off-going Captain and, or the next on-going Captain will be offered the overtime. If the hours are turned down then the Assistant Fire Chief may work the hours. If the Assistant Fire Chief does not accept the hours they will be offered to the remaining bargaining unit members.

14.5 If an employee has vacation time, compensatory time, department-approved training or other scheduled time off prior to or after the overtime offered, he will not be mandated to work.

14.6 If all appropriate employees have been offered and turned down the overtime, the appropriate employee with the lowest amount of hours will be mandated to work.

14.7 Any newly hired employee into the bargaining unit will be assigned the same number of hours plus one (1) as that of the highest employee for the equalization process.

14.8 A failure on the part of the employer to offer overtime to the employee entitled to work such overtime shall be remedied by offering to the aggrieved employee the next available and appropriate overtime opportunity which the employee may decline.

14.9 Nothing in this Article is intended to restrict the right of the City to fill any open hours with part-time employees in accordance with current practice in order to avoid overtime.

City proposal:

ARTICLE 14
SCHEDULING OF OVERTIME

14.1 The City and the Union, through the Labor Management Committee, will develop and maintain a process for scheduling and tracking all overtime worked by the employees. All employees of the collective bargaining unit will be considered equally for overtime within their respective rank. Hours will be tracked and updated on an ongoing basis.

14.2 If overtime is going to be offered and a paramedic is required, only employees with paramedic certification shall be offered the hours. If all paramedics decline the overtime and the overtime occurs at shift change, the on-duty paramedic captain may be offered the hours. If the Captain does not accept the hours, the paramedic with the lowest hours on file will be mandated to work.

14.3 ~~At anytime the Chief may, at his discretion, allow a Captain to work in place of a paramedic who would otherwise be mandated.~~If overtime is going to be offered and a paramedic is required, only firefighters with a paramedic certification shall be offered the hours. The overtime will be offered to the paramedic with the lowest amount of overtime hours on file and continue to the paramedic with the highest amount of overtime hours on file. If all of these paramedics decline the overtime then the paramedic with the lowest amount of overtime hours on file will be mandated to work the overtime.

14.4 If overtime is going to be offered and there is not a Captain scheduled on duty, ~~the overtime will be offered to the Captain, Acting Captain or Assistant Fire Chief with the lowest amount of overtime hours on file and continue to the Captain, Acting Captain or Assistant Fire Chief with the highest amount of overtime hours on file. If all of these employees decline the overtime then the Captain or Acting Captain with the lowest amount of overtime hours on file will be mandated to work the overtime.~~~~the overtime will be offered to the Captain with the lowest amount of hours on record and continue to the Captain with the highest amount of hours. If the overtime occurs with less than 12 hours notice, the off-going Captain and, or the next on-going Captain will be offered the overtime. If the hours are turned down then the Assistant Fire Chief may work the hours. If the Assistant Fire Chief does not accept the hours they will be offered to the remaining bargaining unit members.~~

14.5 Unless specifically authorized by the Fire Chief, the Assistant Fire Chief and the Captains shall not be permitted to work overtime on shift while a Captain is scheduled on duty.

14.65 If an employee has vacation time, compensatory time, department-approved training or other scheduled time off prior to or after the overtime offered, that employee shall be offered the available overtime hours when applicable but he will not be mandated to work.

~~14.6 If all appropriate employees have been offered and turned down the overtime, the appropriate employee with the lowest amount of hours will be mandated to work.~~

14.7 Any newly hired employee into the bargaining unit will be assigned the same number of hours plus one (1) as that of the highest employee for the equalization process.

14.8 The Assistant Fire Chief will be assigned the same number of hours plus one (1) as that of the Captain or Acting Captain with the highest number of overtime hours on file for the equalization process when he is originally added into the rotation.

14.9 On January 1st of each year the overtime hours on file will zero out for all employees. The overtime list shall be in order of seniority with the most senior employee at the top of the list and eligible first and the employee with the least amount of seniority at the bottom of the list and eligible last. The Assistant Fire Chief, regardless of seniority, will start on the bottom of the list with one (1) hour charged on January 1st of each year when all employees are zeroed out.

14.10 A failure on the part of the employer to offer overtime to the employee entitled to work such overtime shall be remedied by offering to the aggrieved employee the next available and appropriate overtime opportunity which the employee may decline.

14.11 Nothing in this Article is intended to restrict the right of the City to fill any open hours with part-time employees in accordance with current practice in order to avoid overtime.

The City's rationale for its position:

There are only three Captains in the department, one for each shift. When one Captain is off, the other two currently get the overtime. As a result, Captains get a lot of overtime. Acting Captains only rarely get overtime. This is not only inequitable, but also deprives the Acting Captains the opportunity to have command experience, and deprives the City of the opportunity to evaluate the Acting Captains in a command role. The current collective bargaining agreement puts the Assistant Fire Chief in the overtime rotation. See Section 14.4. The City's proposal keeps him in the rotation for overtime when a Captain is absent. However, the Assistant Fire Chief is charged at the beginning of each year with one additional hour of overtime which will lessen his opportunities for overtime by putting him at the bottom of the rotation.

5. Article 15 Scheduling Time Off

Current contract language:

ARTICLE 15
SCHEDULED TIME OFF

15.1 The scheduling of vacation, birthday holiday, floating holiday and comp time for the calendar year will be in order of seniority and will be completed no later than January 31st.

15.2 Two (2) bargaining unit members may select to be off per shift during this initial selection period in January.

15.3 The employee will have one opportunity to schedule any or all of his vacation or holiday time off the first time through the seniority list. The days must be taken consecutively and in not less than 24 hour increments.

15.4 The employee may sign up any or all his remaining vacation and holiday the second time through the seniority list. The time may be taken consecutively or individually, but in not less than twenty-four (24) hour increments.

15.5 After the second time through the seniority list vacation and holiday time may be scheduled on a first come basis. Requests must be submitted to the Chief or his designee at least one hundred forty-four (144) hours prior to the requested time off. This requirement may be waived at the Chief's discretion.

15.6 Two (2) bargaining unit members may be scheduled off per shift during the first come basis period, provided a sufficient number of adequately certified personnel are available to meet the Chief's manning requirements, but in any case a minimum of one (1) bargaining unit member may be scheduled off per shift.

15.7 If an employee is involuntarily transferred to another unit then the employee will be entitled to days off during the period previously scheduled.

City proposal:

ARTICLE 15
SCHEDULED TIME OFF

15.1 The scheduling of vacation, birthday holiday, floating holiday and comp time for the calendar year will be in order of seniority and will be completed no later than December 15, January 31st.

15.2 Two (2) bargaining unit members may select to be off per shift during this initial selection period in January.

15.3 The employee will have one opportunity to schedule any or all of his vacation or holiday time off the first time through the seniority list. The days must be taken consecutively and in not less than 24 hour increments.

15.4 The employee may sign up any or all his remaining vacation and holiday the second time through the seniority list. The time may be taken consecutively or individually, but in not less than twenty-four (24) hour increments.

15.5 After the second time through the seniority list vacation and holiday time may be scheduled on a first come basis. Requests must be submitted to the Chief or his designee at least one hundred forty-four (144) hours prior to the requested time off. This requirement may be waived at the Chief's discretion.

15.6 Two (2) bargaining unit members shall be allowed ~~may be scheduled~~ off per shift during the first come basis period, provided both that a sufficient number of adequately certified personnel are available to meet the Chief's manning requirements, and that it does not create any overtime. For the purposes of this provision, all scheduled time off (including but not limited to, Kelly days, injury leave, comp time, vacation, holidays, scheduled sick leave, etc.) shall be counted towards the two employees allowed off. ~~but in any case a minimum of one (1) bargaining unit member may be scheduled off per shift.~~

If an employee is involuntarily transferred to another unit then the employee will be entitled to days off during the period previously scheduled.

The City's rationale for its position:

The Union and the City currently have a dispute with regard to the number of employees that can be scheduled off per shift. The Union contends that the current contract provides that as long as the number of employees scheduled off does not reduce the number of employees scheduled on the shift below the Chief's current manning requirements (eight employees), then the employees are entitled to be scheduled off. The City contends that the current contract language at all times allows one employee to schedule off per shift, but that more than one is in the Chief's discretion.

The City's proposal would make it clear that two employees would be allowed to schedule off for any shift, but that would include any time scheduled off, including Kelly days. This is a reasonable compromise. The Union's proposal would allow three full-time employees to be scheduled off on any shift. This could leave shifts with only four full-time firefighters scheduled to work. If there were further attrition because of unscheduled time off (e.g., sick or bereavement leave), there would be an inadequate number of full-time firefighters to provide quality FF/PM services to the citizens of the City, and would substantially increase the City's cost for overtime.

6. Article 16 Compensatory Time

Current contract language:

ARTICLE 16
COMPENSATORY TIME

16.1 Compensatory (comp) time is paid time off accumulated at the employee's discretion in lieu of overtime pay. It is accrued at a rate of one and one-half (1-1/2) hours of comp time for each hour of overtime worked.

16.2 Employees may accumulate, and replenish comp time in a comp bank, up to a maximum of 68 hours. Effective January 1st, 2005 employees may accumulate, and replenish comp time in a comp bank, up to a maximum of 72 hours. An employee may not use more than 72 hours of compensatory time in a calendar year. The City shall maintain a record of comp time usage on an annual basis for each employee.

16.3 Upon the employee's request and approval of the Fire Chief, or his designee, the employee may use compensatory time in any amount of time, but not less than thirty (30) minutes.

City proposal: Keep current contract language.

City rationale for its position:

The current contract for limits the number of comp time hours and employee can use per year to 72. The Union proposes changing the contract language by allowing employees to replenish comp time hours in their bank as they are used. Under the Union's proposal, the comp time bank would still be capped at 72 hours, but as those hours are used, the employee would be allowed to replenish the bank.

The current cap of 72 comp time hours per year is reasonable. Employee use of comp time can increase the City's overtime costs and create scheduling difficulties. The

Union's proposal is functionally equivalent to removing the cap altogether. That simply is not reasonable.

7. Article 18 Trading Time

The City had made a proposal during negotiations to modify this Article. The Union rejected that proposal. Upon further consideration during the fact finding/mediation process, it became clear that the City's proposal was subject to possible manipulation by employees. The City has therefore withdrawn its proposal.

8. Article 20 Sick Leave

Current contract language:

ARTICLE 20
SICK LEAVE

20.1 All permanent, full-time employees assigned to a forty (40) hour work week shall be credited with ten (10) hours of sick leave for each calendar month in which he works 100 hours. Vacation leave and compensatory time shall count as hours worked when calculating the 100-hour requirement. The maximum sick leave, which may be accumulated and carried forward to the next year by an employee, is 1,600 hours.

20.2 All permanent, full-time employees assigned to a 24-48 tour schedule shall be entitled to 13.5 hours of sick leave for each calendar month in which he works 135 hours. Vacation leave and compensatory time shall count as hours worked when calculating the 135-hour requirement. The maximum sick leave, which may be accumulated and carried forward to the next year by an employee, is 1,600 hours.

20.3 An employee who has attained the maximum 1600 hours accrued sick leave shall be entitled to convert sick leave hours to cash at the rate of two sick leave hours for one hour of pay for accrued hours in excess of 1600. Calculation and payment of the converted hours shall be made once annually in January.

20.4 In cases of demonstrated hardship and at the total discretion of the Mayor, additional sick time may be granted to any permanent full-time employee.

20.5 Any sick leave over two scheduled workdays in length must be substantiated by a doctor's certificate, acceptable to the City, stating the exact diagnosis of the employee's condition. The City also reserves the right to require a doctor's certificate of sick leave taken immediately prior to or immediately after a paid holiday, vacation leave or scheduled days off.

20.6 Any permanent employee may be granted three paid sick leave days each year in the event of serious sickness or disability in the employee's immediate family when the member's presence is necessary or reasonably expected. Immediate family means father, mother, sister, brother, spouse, child or stepchild of the employee. A member may be required to substantiate the serious sickness or disability of the immediate family member.

20.7 **Portability of Sick Leave.** Portability of sick leave is recognized to the extent that an employee has previously accumulated sick leave credit for any other governmental agency in the State of Ohio, which he or she has not used as of the date of his termination with that agency. The previously accumulated sick leave of an employee who has been separated from the public service of another governmental agency of the State of Ohio shall be placed to such employee's credit on employment by the City, provided such

employment by the City takes place within ten years of the date on which the employee was last terminated from public service with any other governmental agency in the state. An employee who is entitled to such credit shall be credited with the unused balance of his or her accumulated sick leave up to the maximum of the sick leave accumulation permitted by the City of Springdale. The City Administrator shall require such employee to furnish a satisfactory written, signed statement from the prior employer to establish his right to such sick leave credit.

20.8 Conversion of Sick Leave on Retirement. A City employee may elect, at the time of retirement from active service with the City, to be paid in cash for one-third the value of his or her accrued but unused sick leave credit. In order to be able to convert his sick leave to cash, the employee must be retiring under the terms of either the Police and Fire Pension Fund or the Public Employees Retirement System and must have been employed by the City for the ten-year period immediately prior to retirement. Such payment shall be made only once to any employee. The maximum payment, which maybe made under this section, shall be one-third of 1600 hours.

City proposal:

ARTICLE 20
SICK LEAVE

20.1 All permanent, full-time employees assigned to a forty (40) hour work week shall be credited with ten (10) hours of sick leave for each calendar month in which he works 100 hours. Vacation leave and compensatory time shall count as hours worked when calculating the 100-hour requirement. The maximum sick leave, which may be accumulated and carried forward to the next year by an employee, is 1,600 hours.

20.2 All permanent, full-time employees assigned to a 24-48 tour schedule shall be entitled to 13.5 hours of sick leave for each calendar month in which he works 135 hours. Vacation leave and compensatory time shall count as hours worked when calculating the 135-hour requirement. The maximum sick leave, which may be accumulated and carried forward to the next year by an employee, is 1,600 hours.

20.3 An employee who has attained the maximum 1600 hours accrued sick leave shall be entitled to convert sick leave hours to cash at the rate of two sick leave hours for one hour of pay for accrued hours in excess of 1600. Calculation and payment of the converted hours shall be made once annually in January.

20.4 In cases of demonstrated hardship and at the total discretion of the Mayor, additional sick time may be granted to any permanent full-time employee.

20.5 Any sick leave over two scheduled workdays in length must be substantiated by a doctor's certificate, acceptable to the City, ~~stating the exact diagnosis of the employee's condition.~~ The City also reserves the right to require a doctor's certificate of sick leave taken immediately prior to or immediately after a paid holiday, vacation leave or scheduled days off. If the City requires a certificate from a City doctor, the City will pay the doctor's charges for the certificate.

20.6 Any permanent employee may be granted three paid sick leave days each year in the event of serious sickness or disability in the employee's immediate family when the member's presence is necessary or reasonably expected. Immediate family means father, mother, sister, brother, spouse, child or stepchild of the employee. A member may be required to substantiate the serious sickness or disability of the immediate family member.

20.7 Portability of Sick Leave. Portability of sick leave is recognized to the extent that an employee has previously accumulated sick leave credit for any other governmental agency in the State of Ohio, which he or she has not used as of the date of his termination with that agency. The previously accumulated sick leave of an employee who has been separated from the public service of another governmental agency of the State of Ohio shall be placed to such employee's credit on employment by the City, provided such employment by the City takes place within ten years of the date on which the employee was last terminated from public service with any other governmental agency in the state. An employee who is entitled to such credit shall be credited with the unused balance of his or her accumulated sick leave up to the maximum of the sick leave accumulation permitted by the City of Springdale. The City Administrator shall require such employee to furnish a satisfactory written, signed statement from the prior employer to establish his right to such sick leave credit.

20.8 Conversion of Sick Leave on Retirement. A City employee may elect, at the time of retirement from active service with the City, to be paid in cash for one-third the value of his or her accrued but unused sick leave credit. In order to be able to convert his sick leave to cash, the employee must be retiring under the terms of either the Police and Fire Pension Fund or the Public Employees Retirement System and must have been employed by the City for the ten-year period immediately prior to retirement. Such payment shall be made only once to any employee. The maximum payment, which may be made under this section, shall be one-third of 1600 hours.

City rationale for its position:

The City is amenable to tweaking this Article to eliminate the requirement that a doctor's note state the employee's "exact diagnosis." It is sufficient that the language in the current contract indicating that the note must be acceptable to the City is retained. Further, the City is amenable to including language indicating that if the City requires an employee to go to a City doctor, the City will pay the doctor's bill. This is current City practice.

The Union proposes that if the City requests an additional doctor's certificate and the employee is found to have a bona fide reason for the use of sick leave, then the City shall assume the employee's cost for the doctor's certificate and reimburse the employee for any time off used in acquiring the certificate. The language of the Union's proposal is ambiguous in numerous respects, and should therefore be rejected. The City's proposal indicates that the City will pay the doctor's charges if the City requires an employee to go to a City doctor. As to reimbursing an employee for any time off used in acquiring a second doctor's certificate, this is exactly what sick leave is for. Like most public sector labor agreements, the contract provides for liberal amounts of sick leave. An employee's use of that leave does not have a financial impact on the employee because it is paid time off.

9. Article 21 Vacation

Current contract language:

ARTICLE 21
VACATION

21.1 Full-time fire fighters who are regularly scheduled to work a 24 hour on, 48 hour off work schedule shall be entitled to vacation leave with pay each calendar year according to the following schedule:

(A)	After one year	106 hours
	After seven years	159 hours
	After twelve years	212 hours
	After eighteen years	265 hours

21.2 Conversion of Vacation Hours to Pay. Any employee with two or more weeks of vacation hours shall have the option of cashing in two weeks of vacation hours for pay at their regular rate of pay.

21.3 Calculation of Vacation Leave. Every permanent full-time employee will be credited with prorated vacation leave after completing one year of continuous service. Each such employee must use that credited vacation leave in the same calendar year as his first anniversary.

21.4 Thereafter, vacation leave is calculated on a calendar year basis. Every January 1, following the employee's first anniversary, each employee will be credited with one year's vacation leave, which must be used during that calendar year.

21.5 When an employee reaches the next threshold service anniversary (for years seven, twelve, and eighteen), the additional vacation leave credit will be prorated at the value found in the table below of this section and must also be used during that calendar year. Employees hired prior to September 17, 1996 are exempt from the above language and will continue to receive the full additional weeks' vacation credit on his or her anniversary.

PRORATED VACATION CREDIT IN ONE-WEEK INCREMENTS SCHEDULE

1 January – 6 February	53.00 hours
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7 February – 15 March	47.70 hours
16 March – 21 April	42.40 hours
22 April – 28 May	37.10 hours
29 May – 4 July	31.80 hours
5 July – 9 August	26.50 hours
10 August – 14 September	21.20 hours
15 September – 20 October	15.90 hours
21 October – 25 November	10.60 hours
26 November – 31 December	5.30 hours

21.6 When an employee terminates or retires, his or her vacation credit for the final year will be prorated from January 1 to the date of termination. Said prorated vacation credit will be in addition to the vacation credit earned by the employee during the prior calendar year.

21.7 An employee who is on unpaid leave for seven or more regularly scheduled work days in a month will have his or her vacation reduced in the following year by one-twelfth for each such month.

City proposal: Keep current contract language.

City rationale for its proposal:

The Union proposes increasing the amount of vacation leave to 288 hours after 23 years of service. Fire Department employees currently maxed out at 265 hours of vacation after 18 years of service. City Exhibit C shows the maximum vacation at each of

the fire departments in the comparable cities. As this exhibit shows, Springdale is already near the maximum of any of the cities, and is well above the average of 230 hours.

It appears that the Union may want to compare the vacation of FF/PMs with the vacation in the Springdale Police Department. That comparison does not help the Union's position. Thus, officers in Springdale's Police Department maxed out at 229.5 hours of vacation. Springdale's FF/PMs top out at 35 hours more.

10. Article 22 Injury Leave with Pay

Current contract language:

ARTICLE 22
INJURY LEAVE WITH PAY

22.1 Employees shall be allowed injury leave with pay not to exceed twelve (12) months from the date of the administrative approval of the leave for each work related injury. A work-related injury is one, which the Ohio Bureau of Workers Compensation (BWC) deems to have arisen out of and occur in the course of performance of the employee's job. All hours of injury leave shall be paid at straight time rates.

22.2 When an injury occurs, the injured employee shall do the following:

- A. Report the injury as soon as is practical to a supervisor, but in no case later than one full work day following the injury, except where incapacity would prevent the ability to report.
- B. Complete and submit to the department director an incident form, the first report of injury (FROI) document and the medical release form.

22.3 If it initially is determined by the City Administration that the injury is work-related, the employee will be placed on injury leave with pay. While on injury leave with

pay, the employee shall not be required to use any other form of leave (sick leave, vacation etc.)

22.4 The City will then report to BWC. The Bureau shall make the final determination of coverage.

22.5 If BWC determines that the injury is work-related, the employee will continue to be carried on injury leave with pay until he/she is either capable of performing his/her duties or until the twelve (12) month period expires.

22.6 If BWC determines that the injury is not work-related, the hours used for injury leave with pay by the employee will be charged against his/her sick leave balance. If the employee has used all of his sick leave, other forms of leave will be used to cover those days, or charged against future sick or vacation leave accruals. If the administration has denied injury leave, and the lost time has been charged to sick leave, and the BWC determines that the injury is work related, the lost time charged to sick leave shall be restored and the time charged to injury leave.

22.7 While visiting the physician, or as soon as can be possibly determined by the employee's physician, the employee is to obtain a medical certificate from his/her physician indicating an estimated return-to-work date. The medical certificate should also indicate whether there are any limitations associated with the injury that would affect the employee's ability to perform their tasks.

22.8 Once the employee has submitted the medical certificate, which identifies the limitations of the employee performing his duties, the Chief will assess whether "light duty" is available to meet those limitations. If light duty is available, the department will offer

light duty to the employee. If the employee declines to work the light duty, the City shall have the right to terminate the paid injury leave.

22.9 In certain circumstances, prior to the employee returning to duty, the city administration may require the employee to be examined by a City-sponsored medical provider. The determination as to whether an employee sees a City-sponsored physician is the sole decision of the city administration. The city administration reserves the right to require a medical examination prior to an employee returning to work.

22.10 No employee on injury leave shall return to work without a written approval of his/her attending physician and the City's physician, if required.

22.11 An employee on injury leave with pay shall not be entitled to receive holiday pay. The injury leave with pay period shall not be used in computing holiday or sick leave credit. However, the injury leave with pay period shall be used for computing vacation and longevity pay credit.

22.12 Whenever an employee is required to leave work because of a work-related injury, he or she shall be paid for the remaining hours of that workday, or shift, at his or her regular rate. Such time shall not be charged to leave of any kind.

City position: Keep current contract language.

City rationale for its position:

Current contract language provides that an employee on injury leave shall not receive holiday pay or sick leave credit while on leave. The Union proposes that injured employees would be required to be placed on a 40 hour schedule with no loss of pay or

benefits. The contract language is consistent with City policy for all of the City's unrepresented employees. It is therefore fair.

Moreover, the Union's proposal would require the City to put an injured employee on a 40 hour schedule without regard to whatever medical restrictions might be on the employee. This creates numerous workability issues: for example, what happens if the employee is unable to report to work for their 40 hour shift? Are they dischargeable? How are accruals of benefits calculated on a 40 hour shift?

The Union appears to argue that the City's and the current contract language are inconsistent with Ohio's workers compensation law. That is by no means clear. But, in any event, injured employees always have their right to workers compensation regardless of the language of the collective bargaining agreement. The Union's proposed change is therefore unnecessary.

11. Article 32 Layoff and Recall

Current contract language:

ARTICLE 32 **LAYOFF/RECALL**

32.1 In the event the City should decide to layoff bargaining unit members, the order of layoff shall be based on continuous full-time service with the City. The employee with the least amount of time in continuous full-time service shall be laid off first.

32.2 In the event an employee is laid off, he shall receive payment for earned but unused vacation, compensatory time, sick leave conversion, and clothing

allowance/maintenance with his termination pay, prorated on the basis of the number of months worked in the calendar year.

32.3 Employees who are on layoff shall be placed on a recall list for a period of three (3) years and shall be recalled in reverse order of their layoff with the last employee laid off being the first to be called back.

32.4 No new employee shall be hired until all employees who have been laid off in the previous three (3) years have been given the opportunity to return to work. Laid off employees will be notified by certified mail at their last known address to return to work within twenty-one (21) calendar days. Failure to report within the time limit removes them from the recall list.

32.5 An employee who is on layoff and not permanently recalled for a period of three (3) years is automatically terminated and loses all seniority. Acceptance of a part-time or temporary position does not jeopardize a member's rights or position in regard to recall.

City proposal: Keep current contract language.

The City's rationale for its position:

The Union proposes incorporating into the collective bargaining agreement language from the Ohio Revised Code that describes layoff procedures for employees covered by Ohio's Civil Service laws. Springdale is a Charter city and thus is not subject to the State's Civil Service laws. The General Assembly specifically exempted Charter cities from the State Civil Service laws in order to give those cities the flexibility to deal with civil service issues on their own. Springdale has its own Civil Service Commission, and it has

adopted rules relating to layoffs. City Exhibit G.

The primary difference between the State Civil Service rules on layoffs and the City's rules is that the State's rules require part-timers to be laid off before any full timers. The City's rules provide that after probationary employees are laid off, employees will be laid off based on efficiency and merit. The City's rules make far more sense in the context of fire department layoffs. Because of the need for the fire department to operate on a 24/7 basis, layoffs would only be done under dire financial circumstances. If all part-timers had to be laid off before any full timers, any time taken off by full timers for vacation, holidays, injury, etc., would have to be backfilled by a full timer working on overtime. This would increase the City's costs, not decrease them. The only way this could be avoided would be to reduce staffing below that which is deemed minimally acceptable for adequate fire and paramedic services.

12. Article 36 Insurance

Current contract language:

ARTICLE 36 **INSURANCE**

36.1 Medical Insurance. Bargaining unit members shall receive the same benefits from the health insurance plan made available to all other non-union employees at the same rates, co-pays, premiums, deductibles, and obligations as other City employees. It is understood that such health insurance plan may change from time-to-time during the term of this agreement. However, the benefits provided under the Employee Group Health Plan shall remain substantially the same during this Agreement.

Effective at the execution of this agreement, employees shall contribute 10% of the

monthly premium through a payroll deduction for the remainder of 2013. If non-union employees pay less than 10% of the premium, the bargaining members shall pay the lesser amount.

In 2014 the employees shall continue to contribute 10% of the monthly premium through a payroll deduction. If non-union employees pay less than 10% of the premium, the bargaining members shall pay the lesser amount.

In 2015 the employees shall contribute 12% of the monthly premium through a payroll deduction. If non-union employees pay less than 12% of the premium, the bargaining members shall pay the lesser amount.

The City shall at all applicable times comply with the provisions of the Affordable Care Act and relevant regulations promulgated there under with respect to health insurance provided under this agreement. In the event the Affordable Care Act is repealed or substantially amended, either party to this agreement may require collective bargaining to negotiate with regard to the impact of such repeal or amendment on the City's health insurance plan.

If the City chooses a Health Insurance plan with a deductible of \$2000 single / \$4000 employee/spouse, employee/child or family the City will pay toward the deductible into the HSA/HRA account \$1000 single and \$2000 employee/spouse, employee/child, family. If the City offers any other Insurance plans to its employees and the employee elects said plan, the maximum amount the City will pay toward the deductible is 50% of the deductible not to exceed \$1000 single / \$2000 employee/spouse, employee/child, family.

36.2 Coordination of Benefits. Hospital and surgical benefits provided under the preceding section shall be subject to coordination of benefits in accordance with the

requirements of the particular carrier.

36.3 **Life Insurance.** The City will provide group life and accidental death and dismemberment insurance in the amount of an employee's annual base salary.

36.4 **Professional Liability Insurance.** The City shall provide for the defense of a member and shall indemnify and hold the member harmless, in any action for damages, except for punitive damages, for injury, death, or property damage caused by an act or omission of the member in connection with a governmental or proprietary function, if at the time of the act or omission the member was acting in good faith and within the scope of the member's employment.

36.5 **Dental Coverage.** Each employee who wishes to participate in the City's comprehensive dental program shall be included provided the employee pays: \$7.50/month for single coverage or \$15.00/month for family coverage. The specific elements of the program will be as approved by City Council from time to time as communicated to the City employees. However, in the event that minimum participation levels as required as a condition of coverage by the carrier cannot be met, the City shall not be obligated to provide dental coverage.

36.6 **Eye Examination Coverage.** The City shall provide one (1) eye examination every two calendar years for all employees under the Health Insurance plan.

36.7 **Employee Assistance Program.** The City shall provide and pay the necessary premium for the implementation of an Employee Assistance Program (EAP). The specific elements of the program will be as approved by the City from time to time as communicated to the City employees.

36.8 **No Additional Payment.** Employees will not receive remuneration over and

beyond the hospitalization, dental and life insurance coverage provided all City employees if they do not avail themselves of the coverage provided by the City.

36.9 **Deferred Compensation Plan.** A voluntary deferred compensation plan by payroll deduction shall be provided by the City.

36.10 **Additional Programs.** The City, at its option, may make available such additional medical and insurance programs, which, in the City's opinion, will be beneficial to the employees.

Current City Proposal:

ARTICLE 36
INSURANCE

36.1 **Medical Insurance.** Bargaining unit members shall receive the same benefits from the health insurance plan made available to all other non-union employees at the same rates, co-pays, premiums, deductibles, and obligations [\(including compliance with all provisions of any wellness programs\)](#) as other City employees. It is understood that such health insurance plan may change from time-to-time during the term of this agreement. However, the benefits provided under the Employee Group Health Plan shall remain substantially the same during this Agreement.

Effective at the execution of this agreement, employees shall contribute ~~15.40~~% of the monthly premium through a payroll deduction for the remainder of 201~~63~~. If non-union employees pay less than ~~15.0~~% of the premium, the bargaining members shall pay the lesser amount.

In 201~~74~~ the employees shall continue to contribute ~~17.50~~% of the monthly premium through a payroll deduction. If non-union employees pay less than ~~17.50~~% of the

premium, the bargaining members shall pay the lesser amount.

In 2018~~5~~ the employees shall contribute ~~120~~% of the monthly premium through a payroll deduction. If non-union employees pay less than ~~120~~% of the premium, the bargaining members shall pay the lesser amount.

The City shall at all applicable times comply with the provisions of the Affordable Care Act and relevant regulations promulgated there under with respect to health insurance provided under this agreement. In the event the Affordable Care Act is repealed or substantially amended, either party to this agreement may require collective bargaining to negotiate with regard to the impact of such repeal or amendment on the City's health insurance plan.

If the City chooses a Health Insurance plan with a deductible of \$2000 single / \$4000 employee/spouse, employee/child or family the City will pay toward the deductible into the HSA/HRA account \$1000 single and \$2000 employee/spouse, employee/child, family. If the City offers any other Insurance plans to its employees and the employee elects said plan, the maximum amount the City will pay toward the deductible is 50% of the deductible not to exceed \$1000 single / \$2000 employee/spouse, employee/child, family. Any employee hired during the insurance plan year will have their HSA/HRA contribution prorated for the balance of the plan year. Any day during the initial month of hire shall count as an entire month work (1/12 of the plan year).

36.2 Coordination of Benefits. Hospital and surgical benefits provided under the preceding section shall be subject to coordination of benefits in accordance with the requirements of the particular carrier.

36.3 Life Insurance. The City will provide group life and accidental death and

dismemberment insurance in the amount of an employee's annual base salary.

36.4 Professional Liability Insurance. The City shall provide for the defense of a member and shall indemnify and hold the member harmless, in any action for damages, except for punitive damages, for injury, death, or property damage caused by an act or omission of the member in connection with a governmental or proprietary function, if that the time of the act or omission the member was acting in good faith and within the scope of the member's employment.

36.5 Dental Coverage. Each employee who wishes to participate in the City's comprehensive dental program shall be included provided the employee pays: \$7.50/month for single coverage or \$15.00/month for family coverage. The specific elements of the program will be as approved by City Council from time to time as communicated to the City employees. However, in the event that minimum participation levels as required as a condition of coverage by the carrier cannot be met, the City shall not be obligated to provide dental coverage.

36.6 Eye Examination Coverage. The City shall provide one (1) eye examination every two calendar years for all employees under the Health Insurance plan.

36.7 Employee Assistance Program. The City shall provide and pay the necessary premium for the implementation of an Employee Assistance Program (EAP). The specific elements of the program will be as approved by the City from time to time as communicated to the City employees.

36.8 No Additional Payment. Employees will not receive remuneration over and beyond the hospitalization, dental and life insurance coverage provided all City employees if they do not avail themselves of the coverage provided by the City.

36.9 **Deferred Compensation Plan.** A voluntary deferred compensation plan by payroll deduction shall be provided by the City.

36.10 **Additional Programs.** The City, at its option, may make available such additional medical and insurance programs, which, in the City's opinion, will be beneficial to the employees.

City rationale for its proposal:

With regard to wellness programs, the City proposes that the fire department employees participate in those programs on the same basis as the City's non-union employees. These plans are designed to be beneficial to the health of individual employees by encouraging them to take beneficial actions and/or discouraging them from continuing unhealthy behaviors. Further, those programs are designed to lower overall medical expenses benefiting both the City and the individual employees. As discussed at the fact finding hearing, the requirements of compliance with the wellness programs are not onerous. The City is part of a health insurance pool that includes about 18 local governments. The pool is operating well, with a reserve, and is helping to control costs. Wellness programs are part of this process. Again, this benefits both the City and the employees.

With respect to employee contributions to premiums, the employees in 2015 contributed 12% of the cost. The City proposes to increase that to 15% in 2016, 17.5% in 2017, and 20% in 2018. Employee contributions to premiums give employees "skin in the game" and this thereby incentivizes them to be smarter consumers of medical care. Keeping healthcare costs low ultimately benefits both the employees and the City.

Finally, the City proposes that if an employee is hired during a plan year, the City's contribution to the employee's HSA/HRA will be prorated for the amount of the year actually worked by the employee. This is consistent with current practice and it does not appear that the Union opposes this proposal.

The Union proposes to increase the City's contribution to employee HSA/HRA accounts to 80% of the deductible, up from 50% in the current contract. This is contrary to the modern trend in health insurance which, as noted above, attempts to give employees "skin in the game" so that they will be smarter consumers of medical care. If anything, the modern trend is for employers to decrease, not increase, their contributions to the employees' HSA/HRA accounts. The City is willing to keep its contribution at 50%. Moreover, the City's insurance pool would not allow the City to remain a member if the City increased its contribution to the Union's 80% level. The pool understands that deductibles are an effective way of controlling overall costs. The pool has worked well for the City and the employees by helping keep the overall cost of health insurance down. It would not be in the employees' or the City's interest to be forced out of the pool.

DISCUSSION AND ISSUE RECOMMENDATIONS

ARTICLE 9 HOLIDAYS The Union proposes parity with the police bargaining unit in terms of Sections 9.2 and 9.3 and the elimination of current Sections 9.2, 9.3 and 9.4, which places conditions on the use of banked holiday time. The Union is seeking greater flexibility in the use of holiday time beyond the quarter in which it is earned. The City argues that the Union's proposal would steering banked holiday time usage to the more desirable months of the year (summer) and would generate scheduling problems and more

overtime costs to the City. It is proposing modest modifications to Section 9.4 that it argues gives the bargaining unit more usage flexibility while controlling costs. The Union's arguments and the current staffing in the Department supports a conservative adjustment to granting additional flexibility in the banking and use of holiday time on a quarterly basis as proposed by the City.

RECOMMENDATION:

ARTICLE 9
HOLIDAYS

9.1 The following holidays will be recognized by the City:

- A. New Years Day
- B. Martin Luther King Day
- C. President's Day
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Thanksgiving Day
- H. Christmas Day

9.2 Employees will be paid an additional twelve (12) hours of holiday pay, at their regular pay rate, payable the next regular pay following the holiday, provided the employee has been in paid status for the thirty (30) days period prior to the holiday.

9.3 In addition to the holiday benefits listed above, employees will receive a Birthday Holiday and a Floating Holiday each consisting of twelve (12) hours of paid time

off to be used anytime during the calendar year. The employee may have the option of taking these hours in pay in lieu of time off. An employee who uses his/her birthday holiday time and who separates from city service prior to his actual birthday shall have his/her final paycheck reduced by an amount equal to twelve hours.

9.4 At the employee's request and subject to management approval, an employee may bank holiday hours for use as time off in lieu of holiday pay on the following conditions:

A.) Holiday hours for each calendar quarter shall be banked at the beginning of the quarter. Holiday hours shall be used in the quarter the holiday occurs. If the holiday hours are not used in the quarter, the holiday pay will be paid out. The holiday pay will be paid out by the second pay period in the following quarter, except for the fourth quarter, which shall be paid out in the second pay in December. Holiday hours shall be considered to be earned when the employee is in paid status on his normally scheduled shift before and after the holiday. An employee who uses his/her banked holiday time and who either a) separates from City service, or b) suffers an on-the-job injury, prior to having earned the holiday pay shall have his/her next paycheck reduced by an amount equal to the number of holiday hours that have been used but not earned.

~~may only be banked once the holiday has occurred and the holiday pay has been earned (except that the Christmas holiday pay may be used at any time in the fourth quarter;~~

~~———— B.) The banked hours must be used as time off in the same calendar quarter in which the holiday occurs;~~

~~—C.) If banked holiday hours are not used in the same calendar quarter in which the holiday occurs, the holiday pay will be paid out no later than the second (2nd) pay following the calendar quarter; and~~

~~BD.)~~The Birthday and Floating Holidays may be taken as time off at any time during the calendar year, subject to the repayment requirement of Section 9.3.

ARTICLE 10 HOURS OF WORK AND OVERTIME The Union is proposing the reduction of the work week from 53 hours as it has proposed in previous negotiations. The Union further points out that it was willing to forgo a pay increase in the last year of the Agreement for even a one hour (52 hour) reduction in the work week. The City is proposing current language. As stated in its submission previously listed above, the Union's proposal (48 hours) according to its calculations would, as a result of adding Kelly days, decrease the number of scheduled work hours for the same compensation received thereby resulting in 9.1% higher wages and would increase the value of the overtime rate by 13.65%. Additionally, the amount of overtime increases when former straight time hours paid in a 53 hour work week are now worked under a 48 hour work week. It is noted in City Ex. H that during the last fact finding for the current contract, Fact finder Fitts dealt with this same issue and concluded:

"...While the overall budget picture for the life of this agreement is far from bleak, it is not robust. The Union's proposal would result in either significant additional cost to the City to maintain the current level of fire and emergency services, or it would require reducing the current service level. Neither of those scenarios is fair and reasonable to the Employer, and more importantly it would be unfair to the taxpayers...."

The Fact-finder finds no compelling reason to alter the hours of work at this time."

In addition to the findings of Fact-finder Fitts from three years ago (accepted without a need to proceed to conciliation) there is evidence in the record that the economic condition of the City while stable is not substantially improved, particularly when the need for basic infrastructure and neglected capital improvements are factored into the equation. Moreover, it is also clear from the recently concluded presidential primary process that there is widespread general dissatisfaction by the public regarding the economy. The perception of a great many Americans, particularly those in the middle class, has led to significant political unrest and institutional mistrust as income inequality becomes more pronounced. That anger and mistrust among average wage earners in the private sector, who may have been able to maintain steady employment appears to stem from diminishing health care benefits that are more costly, the erosion or disappearance of pension benefits and wages that have not grown at any appreciable rate in the last decade. Good paying manufacturing jobs have disappeared in great numbers in Ohio, and anger by this segment of the population has in part been directed (arguably unfairly) toward public employees who are perceived to be paid higher wages with better benefits. A review of the current economic make-up of the City reveals a median household income of just under \$50,000 a year, a mean home value of \$125,000, and a poverty rate of approximately 23%. The demographic profile of the City coupled with a revenue base that has not recovered from the Great Recession does not support a change in hours at this time. Additionally, comparable data of weekly hours worked in City Ex. A demonstrates that the current bargaining unit hours are comparable to those of neighboring small cities.

RECOMMENDATION:

Maintain current Article 10 language

ARTICLE 11 WAGES The Union proposes increases over three (3) years of 3.5%, 3%, and 3%. The Employer proposes increases over three (3) years of 2%, 1.75%, and 1.5%. The facts also indicate that during the most recent round of bargaining that proceeded to fact finding the parties accepted the fact finder's recommendations of 2% wage increases for each year of a three years of the Agreement. As previously stated the the revenue of the City while steady has not returned to pre-recessionary levels profoundly impacted by drastic cuts in state revenue and lower tax collections (City's Position Statement, p. 4) The evidence also demonstrates that the City's infrastructure was deferred following the recession, needs to be addressed. (City's Position Statement, p. 4) Additionally, the cost of living during the last several years has remained relatively flat. As of May 2016 the rate is averaging 1.13%. During the last contract period the rate for 2013, 2014 and 2015 was 1.47%, 1.62%, and 0.12% respectfully. (CPI-U, BLS) During the last round of bargaining wages increased 2% each year, staying ahead of the general inflation rate, which most likely was affected by the drop in gasoline prices during this period. However, the conundrum of ever growing health care costs that consistently exceeds the rate of inflation can quickly erode wage gains. The Union is proposing what could arguably be characterized as above average increases, while the City clearly is offering below average increases, especially in light of the 2% increase non-bargaining unit personnel received in 2016. The concept of fairness as compared to non-bargaining unit personnel was addressed by the fact-finder in the last round of bargaining. He included an unrepresented triggered bargaining unit me-too clause in his report that the parties ratified. (City Ex. H) Of course, such a clause is customarily geared toward general

increases for groups of employees and is not generally applied to an individual equity increase for a single individual. On a comparable basis, the wages of the bargaining unit as equated with nearby cities would suffer if a wage increase would be below what the City found appropriate for non-bargaining unit personnel.

RECOMMENDATION:

- 11.1 Retroactive to the first pay cycle in 2016 wages shall increase by **2%** on the base straight time rates shall be in effect for all bargaining unit personnel.
- 11.2 Effective the first pay cycle for 2017, wages shall increase by **2%** on the base straight time rates shall be in effect for all bargaining unit personnel. **Should the City grant its unrepresented employees an across-the-board increase of greater than 2%, the bargaining unit shall receive that same wage increase.**
- 11.3 Effective the first pay cycle for 2018, wages shall increase by **2%** on the base straight time rates shall be in effect for all bargaining unit personnel. **Should the City grant its unrepresented employees an across-the-board increase of greater than 2%, the bargaining unit shall receive that same wage increase.**

ARTICLE 14 SCHEDULING OF OVERTIME The City points out that currently there are only three Captains in the department, one for each shift. When one Captain is off, the other two currently get overtime creating considerable overtime for this classification. Acting Captains rarely get overtime or the experience that comes with the Acting Captain roll. The City also argues that such limited Acting Captain experience deprives the City from having an opportunity to evaluate people in an Active Captain status. The City asserts that the current Agreement puts the Assistant Chief in the overtime rotation as provided for in Section 14.4 and its proposal keeps him in the overtime rotation when a Captain is absent. The Union proposes current language arguing that it would have proposed a change in this

Article if overtime was a problem. Additionally, the better way to address the issue of Captains getting considerable overtime and to have more firefighters in acting leadership roles is to create a new Lieutenant classification.

Overtime that has become a source of income to be counted upon, regardless of rank is proven leadership replacement system that the parties devised some time ago as a reasonable manner to replace the rank of Captain on a shift. A third party neutral should be very reluctant to interfere with a manning formula the parties have lived with for years. The City's argument regarding evaluating personnel in an active Captain role is a sound one, but it is recommended that the parties in a labor management setting devise a working strategy, particularly if a retirement of a Captain is anticipated, to create a Memorandum of Understanding that acts to temporarily modify Article 14 for a specific period of time (or number of occasions) in order to allow individuals who are eligible for promotion to gain actual on the job acting experience, which can be reasonably evaluated.

RECOMMENDATION:

MAINTAIN CURRENT ARTICLE 14 LANGUAGE (except see suggested MOU in dicta above)

ARTICLE 15 SCHEDULED TIME OFF The Union asserts that for many years the City allowed two firefighters off per shift. The Union initially sought a change in language that would allow up to three (3) firefighters off per shift (including a Kelly Day). In mediation the Union modified its position to allowing two (2) firefighters off per shift, which it argues has always been allowed in the past according to practice. The City countered language in its last proposal prior to fact finding that it avers is a compromise and would make it clear

that two employees would be allowed to be scheduled off for any shift including any time off for Kelly days. It argues that its compromise position would also account for any unscheduled time off (e.g. sick, bereavement, etc.) to make sure there would be an adequate number of firefighters on duty to provide quality FF/PM service to the public.

The bottom line of any public entity is quality service, but in providing such service adequate personnel need to be employed and also need to be treated fairly in terms of taking time off. It is a balancing act that all public employers and their unions seek and it becomes a challenge under conditions where revenue does not keep up with expenditures. The City's proposal, while not providing the guarantee that the Union is seeking at this point is conditional movement toward allowing two (2) firefighters to be off on one day.

RECOMMENDATION:

ARTICLE 15
SCHEDULED TIME OFF

15.1 The scheduling of vacation, birthday holiday, floating holiday and comp time for the calendar year will be in order of seniority and will be completed no later than [December 15, January 31st](#)

15.2 Two (2) bargaining unit members may select to be off per shift during this initial selection period in January.

15.3 The employee will have one opportunity to schedule any or all of his vacation or holiday time off the first time through the seniority list. The days must be taken consecutively and in not less than 24 hour increments.

15.4 The employee may sign up any or all his remaining vacation and holiday the second time through the seniority list. The time may be taken consecutively or individually, but in not less than twenty-four (24) hour increments.

15.5 After the second time through the seniority list vacation and holiday time may be scheduled on a first come basis. Requests must be submitted to the Chief or his designee at least one hundred forty-four (144) hours prior to the requested time off. This requirement may be waived at the Chief's discretion.

15.6 Two (2) bargaining unit members ~~shall be allowed~~ ~~may be scheduled~~ off per shift during the first come basis period, provided both that a sufficient number of adequately certified personnel are available to meet the Chief's manning requirements, and that it does not create any overtime. For the purposes of this provision, all scheduled time off (including but not limited to, Kelly days, injury leave, comp time, vacation, holidays, scheduled sick leave, etc.) shall be counted towards the two employees allowed off. ~~but in any case a minimum of one (1) bargaining unit member may be scheduled off per shift.~~

If an employee is involuntarily transferred to another unit then the employee will be entitled to days off during the period previously scheduled.

ARTICLE 16 COMPENSATORY TIME OFF The Union is proposing to modify Section 16.2 to increase the comp bank from 68 hours to 72 hours. The Employer proposes to maintain current language arguing that the current cap of 72 hours is reasonable and if the bargaining unit employees were permitted to replenish up to the cap of 72 hours it would create scheduling problems and additional overtime. Based upon current language there

was no compelling evidence to depart from current language, particularly considering the fact that overtime not able to used by an employee as comp time is paid.

RECOMMENDATION:

MAINTAIN CURRENT ARTICLE 16 LANGUAGE

ARTICLE 18 TRADING TIME The City, after reconsidering its proposal in mediation, withdrew its proposed changes to Article 18.

RECOMMENDATION:

MAINTAIN CURRENT ARTICLE 18 LANGUAGE

ARTICLE 20 SICK LEAVE The only changes the parties addressed in this Article appear in Section 20.5. The City withdrew its initial proposal for an firefighter to provide an exact diagnosis of a condition, but retained its proposed language adding that if requested it may require a certificate from a City doctor that would be paid for by the City. The Union proposes current language indicating it sufficient to comply with current laws regarding privacy. In reviewing the current language the Union's argument is persuasive in that the language already addresses the City's right to secure a doctor's slip for sick leave taken under conditions connected with scheduled time off. However, the City also has the responsibility and liability to both firefighters and the public to make sure that firefighters are able to safely and effectively perform their work provided it is at the City's expense. There is sufficient evidence to make this minor modification in Section 20.5.

RECOMMENDATION:

MAINTAIN CURRENT ARTICLE 20 for all Sections except Section 20.5 which is recommended as follows:

20.5 Any sick leave over two scheduled workdays in length must be substantiated by a doctor's certificate, acceptable to the City. The City also reserves the right to require a doctor's certificate of sick leave taken immediately prior to or immediately after a paid holiday, vacation leave or scheduled days off. [If the City requires a certificate from a City doctor, the City will pay the doctor's charges for the certificate.](#)

ARTICLE 21 VACATION The Union argues that other exempt and non-exempt employees in the City have an additional step at twenty-three (23) years that is not given to the firefighters. The Union proposes this additional step of 288 hours of vacation time after 23 years. Additionally, the Union is strongly opposed to any use it or lose it language. The City proposes current language asserting that comparable fire departments identified in City Ex. C demonstrate that only Fairfield at a maximum of 270 hours exceeds the current vacation time 265 hours. Moreover, the average of the comparable cities in City Ex. C is 230 hours. There is insufficient evidence at this time to make a change in this benefit. In reviewing the City's submission to the fact finder it appears it was made absent any use it or lose it proposed language.

RECOMMENDATION:

MAINTAIN CURRENT ARTICLE 21 LANGUAGE

ARTICLE 22 INJURY LEAVE WITH PAY AND ARTICLE 32 LAYOFF/RECALL

Neither party proposed a change in this language.

RECOMMENDATION:

MAINTAIN CURRENT ARTICLE 22 AND ARTICLE 32 LANGUAGE

ARTICLE 36 INSURANCE The City with regard to proposed wellness programs contends that firefighters should participate in these programs on the same basis as all employees. They are not onerous and are designed to keep costs under control and are beneficial to the firefighter and his/her family argues the City. The City is part of a health care pool of some 18 other public entities and by pooling employees in this manner the City is able to reasonably continue to provide health care to its employees. The City additionally is proposing raising the employee share of the health insurance premium by 8% from its current 12% to 17.5% in 2017 and 20% in 2018. The City argues that only by having “skin in the game” will bargaining unit members become wiser consumers of health care. Finally, the City proposes to pro-rate its HSA/HRA contribution to be tied to the amount of a year they actually work, which is what has been the practice.

The Union asserts that the current health care copays and deductibles are at the high end of area and state wide comps, based upon the SERB annual health care report and that the City’s assertion that HSA contributions are being done away with by public employers in Ohio is unfounded. Additionally, in response to the City’s argument that it could not fund the HSA contribution above 50% (or above \$1,000 or the \$2,000 deductible)

the Union cites a communication from the Anderson Township Fiscal Office (southeast of Springdale) indicating that it funds their HSA at 65% (1,300 for a \$2,000 deductible) and all other plans are funded \$2,600 (\$1,400 employee out of pocket) for a \$4,000 deductible. Finally, in regards to wellness, the Union argues that any wellness/fitness program should *"...be designed to assist an employee in developing a holistic, positive rehabilitating and educational approach to wellness and fitness programs in the fire service... and not just checking a box like the City's current program."* (Union's Position Statement, p. 17) The Union asserts any wellness plan should be non punitive.

Reasonably, the City's health care consortium has and continues to be a manageable way to continue to meet its contractual obligations to provide health care coverage to this important group of City employees, who routinely endure physical and mental health risks on the job. It is also clear that decent health care coverage is not inexpensive and sharing in said costs can provide a greater realization of the ongoing costs of said coverage. Therefore, wellness programs, which are popular, do make sense if done right. Additionally, a reasonable and gradual increase in health care premiums is not out of line with current trends, if done in a manner that allows for employees to anticipate and budget for said changes. Finally, there is a lack of evidence to indicate that the City is prohibited from accompanying a shared increase in premium with a request that employees pay a greater share of the premium for health care. Bargaining history plays an important role in these matters, and is one of the statutory criteria that must used fact finders. In City Ex. H it is noted that Fact finder Fitts, in the last round of bargaining recommended a change in the share of the health care premium from 10% to 12% in the third year of the agreement, from 2013 to 2015. So it was just a year ago that it was raised from 10% to 12%.

Therefore, consistent with bargaining history the same approach to raising the share of employee cost sharing that was historically found to be acceptable by the parties is recommended.

RECOMMENDATION:

ARTICLE 36
INSURANCE

36.1 **Medical Insurance.** Bargaining unit members shall receive the same benefits from the health insurance plan made available to all other non-union employees at the same rates, co-pays, premiums, deductibles, and obligations (including compliance with all provisions of any wellness programs) as other City employees. It is understood that such health insurance plan may change from time-to-time during the term of this agreement. However, the benefits provided under the Employee Group Health Plan shall remain substantially the same during this Agreement.

Effective at the execution of this agreement, employees shall contribute ~~12~~¹⁴% of the monthly premium through a payroll deduction for the remainder of 201~~6~~³. If non-union employees pay less than ~~12~~¹²% of the premium, the bargaining members shall pay the lesser amount.

In ~~2017~~⁴ the employees shall continue to contribute ~~12~~¹²% of the monthly premium through a payroll deduction. If non-union employees pay less than ~~12~~¹²% of the premium, the bargaining members shall pay the lesser amount.

In ~~2018~~⁵ the employees shall contribute ~~14~~¹⁴% of the monthly premium through a payroll deduction. If non-union employees pay less than ~~14~~¹⁴% of the premium, the bargaining members shall pay the lesser amount.

The City shall at all applicable times comply with the provisions of the Affordable

Care Act and relevant regulations promulgated there under with respect to health insurance provided under this agreement. In the event the Affordable Care Act is repealed or substantially amended, either party to this agreement may require collective bargaining to negotiate with regard to the impact of such repeal or amendment on the City's health insurance plan.

If the City chooses a Health Insurance plan with a deductible of \$2000 single / \$4000 employee/spouse, employee/child or family the City will pay toward the deductible into the HSA/HRA account \$1000 single and \$2000 employee/spouse, employee/child, family. If the City offers any other Insurance plans to its employees and the employee elects said plan, the maximum amount the City will pay toward the deductible is 50% of the deductible not to exceed \$1000 single / \$2000 employee/spouse, employee/child, family.

Any employee hired during the insurance plan year will have their HSA/HRA contribution prorated for the balance of the plan year. Any day during the initial month of hire shall count as an entire month work (1/12 of the plan year).

36.2 Coordination of Benefits. Hospital and surgical benefits provided under the preceding section shall be subject to coordination of benefits in accordance with the requirements of the particular carrier.

36.3 Life Insurance. The City will provide group life and accidental death and dismemberment insurance in the amount of an employee's annual base salary.

36.4 Professional Liability Insurance. The City shall provide for the defense of a member and shall indemnify and hold the member harmless, in any action for damages, except for punitive damages, for injury, death, or property damage caused by an act or omission of the member in connection with a governmental or proprietary function, if tat

the time of the act or omission the member was acting in good faith and within the scope of the member's employment.

36.5 Dental Coverage. Each employee who wishes to participate in the City's comprehensive dental program shall be included provided the employee pays: \$7.50/month for single coverage or \$15.00/month for family coverage. The specific elements of the program will be as approved by City Council from time to time as communicated to the City employees. However, in the event that minimum participation levels as required as a condition of coverage by the carrier cannot be met, the City shall not be obligated to provide dental coverage.

36.6 Eye Examination Coverage. The City shall provide one (1) eye examination every two calendar years for all employees under the Health Insurance plan.

36.7 Employee Assistance Program. The City shall provide and pay the necessary premium for the implementation of an Employee Assistance Program (EAP). The specific elements of the program will be as approved by the City from time to time as communicated to the City employees.

36.8 No Additional Payment. Employees will not receive remuneration over and beyond the hospitalization, dental and life insurance coverage provided all City employees if they do not avail themselves of the coverage provided by the City.

36.9 Deferred Compensation Plan. A voluntary deferred compensation plan by payroll deduction shall be provided by the City.

36.10 Additional Programs. The City, at its option, may make available such additional medical and insurance programs, which, in the City's opinion, will be beneficial to the employees.

TENTATIVE AGREEMENT

Any tentative agreements reached by the parties in negotiations or in mediation proceeding fact-finding 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 June 2016 in Portage County, Ohio.

Robert G. Stein, Fact finder