

Susan Grody Ruben, Esq.
Arbitrator, Mediator, Factfinder
30799 Pinetree Road, No. 226
Cleveland, OH 44124
SusanGrodyRuben@att.net

PURSUANT TO O.R.C. 4117.14(C)
UNDER THE AUSPICES OF THE
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER BETWEEN)	
)	
IAFF LOCAL 3646)	
)	FACTFINDING REPORT
and)	SERB CASE NO.
)	2017-MED-09-1139
CITY OF BROADVIEW HEIGHTS)	

This Factfinding arises pursuant to Ohio Revised Code Section 4117.14(C). The Parties, CITY OF BROADVIEW HEIGHTS (“the City”) and IAFF LOCAL 3646, (“the Union”), selected Susan Grody Ruben to serve as sole, impartial Factfinder, whose Recommendations are issued below.

Hearing was held March 29, 2018 in Broadview Heights, Ohio. The Parties were represented by advocates and were afforded the opportunity for the presentation of positions and evidence. The Parties agreed this Report would be due on April 19, 2018.

APPEARANCES:

for the City:

William E. Blackie, Esq., Fisher & Phillips LLP, Cleveland, OH

for the Union:

Thomas M. Hanculak, Esq., Diemert & Associates Co. LPA,
Cleveland, OH

FACTFINDER'S RECOMMENDATIONS

Statutory Criteria

In reaching Recommendations on the open issues, the Factfinder has reviewed the parties' submissions, and the evidence and positions presented at the Factfinding Hearing. The Factfinder has analyzed this information in the context of the statutory criteria found in Ohio Revised Code Section

4117.14(G)(7):

- a) Past collectively bargained agreements ... between the parties;
- b) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- c) The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- d) The lawful authority of the public employer;
- e) The stipulations of the parties; and

- f) Such other factors, not confined to those listed ... which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

Bargaining Unit

The bargaining unit consists of approximately 19 full-time employees – 3 lieutenants and 16 firefighters.

Incorporated Articles

The Factfinder hereby incorporates into her Recommendations all Articles the Parties have tentatively agreed to, as well as any Articles that were not addressed in negotiations by either Party.

Unresolved Issues

1. Article 24 – HOURS OF WORK/OVERTIME

Union Proposal

The Union proposes adding to new Section 5¹:

A member shall not be unreasonably denied the right to be excused from any such mandatory meeting.

The Union proposes adding to new Section 6:

Blackout Days. The Union recognizes that the Fire Department may from time to time identify an operational need that will require members not to be able to utilize vacation, holiday, or compensatory time. The Fire Chief will identify the days before the

¹ At the Factfinding Hearing, the Parties agreed to add new Section 5, which will provide time-and-one-half pay for off-duty employees to attend mandatory meetings. Pursuant to the Union proposal, time-and-one-half pay for those meetings will be for a minimum period of 2 hours.

first round of the time-off selection procedure for the upcoming year. Blackout days shall be limited to 3 days annually on separate shifts.

City Proposal

Regarding new Section 5, the City opposes the language:

A member shall not be unreasonably denied the right to be excused from any such mandatory meeting.

Regarding new Section 6, the City does not oppose the first 2 sentences of the Union proposal. The City opposes the 3rd sentence of the Union proposal.

Factfinder's Recommendation

Regarding new Section 5, the Factfinder recommends the Union language. While the issue has not been problematic under the current Chief, a collective bargaining agreement is a more lasting document than any particular individual. And while it is of course important for an employee to attend a mandatory meeting, there can be extenuating circumstances that should be taken into account.

Consistent with the Parties bargaining, the Factfinder recommends adding the first 2 sentences of new Section 6. The Factfinder does not recommend the 3rd sentence of new Section 6, as scheduling is a management right.

2. Article 30 – MEDICAL INSURANCE

Union Proposal

The Union proposes some new language for Article 30:

Section 1. Subject to Section 2, below, the Employer will provide employees covered by this Agreement the minimum levels of coverage subject to any applicable employee premium contributions as currently provided or as may be provided per Section 2.

Section 2. The Parties agree that in their efforts to reduce hospitalization/medical cost a City-wide joint Medical/Hospitalization Insurance Committee with a representative from the Union will be established and convened as necessary to review alternative insurance coverages and plans and make recommendations to the Employer and employees. Should the Insurance Committee recommend changes to the coverages, including premium contributions, described above, then the revised coverages and/or other changes shall be submitted to the Union. The Union shall have the opportunity to accept or reject the recommended changes, as a whole or part, and unless rejected by the Union within 60 days of submittal and, further, provided they are adopted by the City, the recommended changes shall be deemed incorporated herein and shall supersede those set forth above to the extent they are in conflict. The Parties agree to reopen negotiations regarding this Article, including utilization of the applicable impasse procedure if necessary, if any one of the 3 following events occur: 1) the Union rejects the recommended changes of the Insurance Committee within 60 days of their submittal; 2) the City does not adopt the recommended changes of the Insurance Committee; or 3) the City elects to change the City health insurance coverages, including premium contributions, absent a recommendation from the Insurance Committee.

Section 3. The insurance plan will be provided by the company identified in the summary (Appendix A) unless the provider can no longer offer said coverage in which event the Employer shall offer substantially similar coverages. Employees may select coverage only during the open enrollment period or as otherwise authorized by the provider. An employee not making a selection may be subject to a default selection being made for the employee.

Section 4. Employees shall contribute monthly for health insurance benefits based on the shared funding monthly premium amount or the lowest contractual amount, with a maximum cap of \$150 for family coverage and a maximum cap of \$75 for single coverage per month.

Monthly premium contribution percentages per benefit year:

- 2018-2019 monthly contribution shall be 5%
- 2019-2020 monthly contribution shall be 6%
- 2020-2021 monthly contribution shall be 7.5%

Section 5. The Employer will continue to offer medical insurance through February 28, 2021 as described as set forth in Appendix A.

Section 6. The Employer shall provide employees with a Life Insurance Policy as contained in the medical coverage insurance policy or otherwise provided by the Employer.

City Proposal

The City proposes some new language for Article 30:

Section 1. Insurance Coverage Offerings. The Employer will offer employees covered by this Agreement the minimum levels of coverages described in Attachment A. The coverages described in Attachment A will be through the insurance provider(s) described therein unless provider(s) can no longer offer said coverages at rates determined by the City to be competitive in which case substantially similar coverage will be offered through alternative provider(s). Nothing in this Agreement shall preclude the Employer from offering employees additional insurance options with levels of coverage other than the minimum coverage levels described in Attachment A. Employees may select coverage only during the open enrollment period or as otherwise authorized by the provider(s). An employee not making a selection will be subject to a default selection made for the employee.

Section 2. Health Insurance Committee. The Parties agree that in their efforts to reduce hospitalization/medical costs a City-wide Joint Medical/Hospitalization Insurance Committee with a representative from the Union will be established and convened as necessary to review alternative insurance coverages and plans and make recommendations to the Employer.

Section 3. Employee Premium Contribution. For the 2018-2019 plan year, employees shall contribute to the cost of their insurance the amount of 5% of the COBRA rate of the cost of insurance coverages. Beginning with the 2019-2020 plan year, employees shall be responsible for 15% of the COBRA rate of the cost of insurance coverages. Employee premium contributions will be paid through payroll deduction. The COBRA rate for purposes of this Article means the premium charged by the carrier without consideration of any share-funding arrangement and without consideration of any surcharge applicable under COBRA regarding a separated employee.

Section 4. Life Insurance. The Employer shall provide employees with a Group Life Insurance Policy as contained in the medical coverage insurance policy or otherwise provided by the Employer with a face value no less than \$25,000.

Factfinder's Recommendation

The Factfinder recommends the City's version of Section 1 – Insurance Coverage Offerings, as it appears to provide more options for employees than the Union's version of Section 1.

Section 2 sets out the parameters of the Insurance Committee. The Insurance Committee, as it is described in the 2016-2017 Agreement between the Parties, and as it is largely maintained in the Union proposal, uses a rather cumbersome process. The Insurance Committee also has recently been hobbled by the police union's withdrawal from the Insurance Committee.

Common in many comparable collective bargaining agreements is an *advisory* health insurance committee. This is what is proposed by the City. All City employees, including the Mayor and other managers, receive the same health insurance from the City. This makes for an alignment between employee recommendations on health insurance with the City's ultimate decisions on health insurance. Accordingly, the Factfinder recommends the City's version of the Insurance Committee, found in its proposal at Section 2.

The Union's version of Section 3 is adequately covered by the City's version of Section 1. Therefore, the Factfinder does not recommend the Union's version of Section 3.

Employee premium contributions are covered by the Union in its Section 4, and by the City in its Section 3. The Factfinder finds the Union's caps and percentages unrealistically low; she finds the City's percentages (with no caps) too much of an increase from what employees currently contribute. The Factfinder recommends a maximum cap of \$225 monthly for family coverage and

a maximum cap of \$112.50 monthly for single coverage. For monthly premium contribution percentages per benefit year, the Factfinder recommends:

- 2018-2019 monthly contribution shall be 5%
- 2019-2020 monthly contribution shall be 7.5%
- 2020-2021 monthly contribution shall be 10%

These recommended caps and percentages are more aligned with comparable collective bargaining agreements throughout the State.

The Factfinder does not recommend the Union's Section 5, as it appears to be adequately covered elsewhere in Article 30.

The Union's Section 6 is similar to the City's Section 4. The City's Section 4 provides more specificity, which the Factfinder recommends.

3. Article 33 – Personal Leave

Union Proposal

The Union proposes increasing annual personal leave from 12 hours to 32 hours. The Union seeks parity with the police, as well as an increased ability to attend to family matters such as attendance at children's activities.

City Proposal

The City proposes status quo. The Union already receives 48 hours off after 24 hours on, which gives these employees flexibility, and makes comparison to police hours unnecessary.

Factfinder's Recommendation

The Factfinder recommends status quo. The Union's schedule already provides flexibility, with additional flexibility available through shift-swapping.

4. Article 35 - Vacations

Union Proposal

The Union proposes adding an additional tier to vacation accrual: after 25 years of service, 15 tours/6 weeks. This would bring the Union in parity with the police.

City Proposal

The City proposes status quo. Five weeks maximum vacation is sufficient.

Factfinder's Recommendation

The Factfinder recommends the Union's proposal, to provide parity with the police and some other City unions.

5. Article 36 – Holidays

Union Proposal

The Union proposes adding:

- 1/1/18 – plus 1 tour
- 1/1/19 – plus 1 tour
- 1/1/19 – plus 1.5 tours

The Union also proposes elimination of the Section 4 72-hour sick time rule (using more than 72 hours of sick time from December 1-November 30 precludes an employee from cashing out any unused holidays).

City Proposal

The City proposes status quo.

Factfinder's Recommendation

The Factfinder recommends adding 1 tour as of 1/1/19, to address parity with the police.

The Factfinder also recommends eliminating the Section 4 72-hour sick time rule. No one else in the City is subject to such a rule; it unfairly penalizes these employees.

6. Article 37 – Compensation Schedule²

Union Proposal

The Union proposes the following wage increases:

- 1/1/18 – 2%
- 1/1/19 – 3%
- 1/1/20 – 3%

City Proposal

The City proposes the following wage increases:

- 1/1/18 – 2%
- 1/1/19 – 2%
- 1/1/20 – 2%

The City also proposes changing step increases for new hires to align them with police. The City also proposes eliminating current Section 3, which provides an additional \$75 payment to an employee assigned to the Fire Inspection Bureau on a 40-hour/week schedule.

Factfinder's Recommendation

For wage increases, the Factfinder recommends:

- 1/1/18 – 2%
- 1/1/19 – 2%
- 1/1/20 – 2.5%

These wage increases are consistent with comparable collective bargaining agreements.

The Factfinder does not recommend changing the step increases; nor does she recommend elimination of current Section 3.

7. Letters of Understanding

At the Factfinding Hearing, both Parties agreed to eliminate Letters of Understanding “A” and “B.” Given the Factfinder’s recommendation above regarding elimination of the 72-hour rule, she recommends elimination of Letter of Understanding “C.”

DATED: April 19, 2018

Susan Grody Ruben
Susan Grody Ruben, Esq.
Factfinder

² At the Factfinding Hearing, the Parties agreed to a 14% rank differential.