

STATE EMPLOYMENT
RELATIONS BOARD
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FACTFINDING REPORT

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

December 15, 1997

In the Matter of :

City of Akron)	
)	
and)	Case No. 97-MED-10-1045
)	Unit
Akron Firefighters Association,)	
IAFF Local 330)	

APPEARANCES

For the City:

Matt Contessa, Deputy Mayor for Labor Relations
 James Masturzo, Safety Officer
 Charles Gladman, Chief
 Larry A. Bunner, Fire Deputy Chief
 Diane L. Miller-Dawson, Deputy Finance Director
 Mark McLeod, Employee Benefits Manager

For the Union:

Joseph Diemert, Attorney
 David Byrnes, Northern Ohio Fire Fighters
 Dale Eberle, Negotiator
 Douglas Nels Bjrgg, Negotiator
 William A. Howe, Secretary
 John D. Hart, President
 Charles Twigg, Treasurer
 Leslie Gaiser, Second Vice President

Factfinder:

Nels E. Nelson

BACKGROUND

The instant dispute involves the City of Akron and the Akron Firefighters Association, IAFF Local 330. Despite the efforts of the parties, negotiations between them failed to produce an agreement on a successor to the contract due to expire on December 31, 1997. The Factfinder was appointed on December 1, 1997.

A hearing was held on December 13, 1997. At that time mediation resulted in the settlement of a number of issues. A hearing was held for the remaining issues.

The recommendations of the Factfinder are based upon the criteria set forth in Section 4117-9-05(k) of the Ohio Administrative Rules. They are:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) The interest and welfare of the public, and the ability of the 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;
- (f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute procedures in the public service or in private employment.

ISSUES

This report relates to the 29 unresolved issues. In order to expedite the issuance of the report, the parties agreed that the Factfinder did not have to include a summary of their positions or the rationale for his recommendations where he felt that it was not necessary.

1) Article II - Recognition - The current contract excludes the Fire Chief and Deputy Chiefs from the bargaining unit. The city wishes to add District Chiefs to the exclusions from the bargaining unit. The union opposes the city's demand.

City Position - The city argues that the District Chiefs should be excluded from the bargaining unit. It points out that District Chiefs fill in for the Deputy Chiefs. The city notes that they recommend discipline. It stresses that five of seven District Chiefs have asked to be excluded from the bargaining unit.

Union Position - The union contends that the Factfinder cannot recommend that the District Chiefs be excluded from the bargaining unit. It indicates that the bargaining unit is a deemed certified unit and cannot be changed without the agreement of the parties. The union states that the wishes of the District Chiefs does not matter. .

Analysis - The Factfinder must deny the city's demand. Absent an agreement between the parties, he will not recommend a change in the definition of the bargaining unit.

Recommendation - The Factfinder recommends current contract language.

2) Article IV - Union Business, Section D - Benefits Officer - The current contract provides for released time for a union Benefits Officer. The city proposes eliminating the released time. The union wishes to retain the current proposal.

Recommendation - The Factfinder recommends current contract language.

3) Article VIII - Wages and Related Benefits, Section 1 - Wages - A City Ordinance establishes the wages of firefighters. The union demands that wages be increased 3% in 1998, 3.5% in 1999, and 3.25% in 2000. The city proposes a 2% wage increase for 1998 and a wage reopener for 1999.

Union Position - The union argues that its wage proposal ought to be granted. It emphasizes that its demand is identical to that granted to the police and other unions.

City Position - The city contends that its offer ought to be recommended. It claims that the rate of inflation in 1998 is expected to be 2%. The city states that since the future is unknown, it has proposed a wage reopener for 1999. It indicates that it is offering a smaller increase to firefighters than police because in 1997 the projected cost of a firefighter is \$69,348 compared to \$59,739 for a police officer.

Analysis - The Factfinder must recommend the union's demand. The cost of a firefighter versus a police officer is a function of many factors including overtime which is dependant on the city's decisions regarding staffing levels. The Factfinder sees no reason to treat firefighters differently than other city employees in regard to the increases in the base wage.

Recommendation - The Factfinder recommends the following:

- A) Effective January 1, 1998 - 3% increase for all bargaining unit members.
- B) Effective January 1, 1999 - 3.5% increase for all bargaining unit members.
- C) Effective January 1, 2000 - 3.25% increase for all bargaining unit members.

4) Article VIII - Wages and Related Benefits, Section 2 - Clothing Allowance - The current contract provides for a clothing allowance of \$825 for

bargaining unit members on 48-hour schedules and \$925 for bargaining unit members on 40-hour schedules. The union proposes an increase of \$100 in both allowances. The city seeks to maintain the current allowances.

Analysis - The Factfinder must recommend the union's demand. The city granted a \$100 increase to police officers in the third year of their collective bargaining agreement. He sees no reason that this unit should be treated differently.

Recommendation - The Factfinder recommends the following:

- B) Effective January 1, 2000, and each year thereafter, the City will provide a clothing allowance in the amount of Nine Hundred and Twenty-five dollars (\$925) to all bargaining unit members working on a forty-eight (48) hour work schedule.
- C) Effective January 1, 2000, and each year thereafter, the City will provide a clothing allowance in the amount of One Thousand and Twenty-five dollars (\$1025) to all bargaining unit members working on a forty (40) hour work schedule.

5) Article VIII - Wages and Related Benefits, Section 3 - Longevity

Payments - The current contract provides for longevity payments beginning with five years of service. The union seeks a .4% increase in longevity payments. The city rejects the union's demand.

Analysis - The Factfinder recommends the union's demand be implemented. Police officers received an improvement in their paid leave provisions in the third year of their contract. The parties agreed that the change is equivalent to a .4% increase in firefighter longevity. The Factfinder sees no reason to deny firefighters an increase equivalent to the police officers.

Recommendation - The Factfinder recommends that the longevity schedule contained in Article VIII, Section 3, Paragraph C be increased by adding .4 to each step effective January 1, 2000.

6) Article VIII - Wages and Related Benefits, Section 5 - Major Medical, Paragraph A - Deductibles - The current contract furnishes major medical coverage to the bargaining unit with a deductible of \$100 per individual and \$200 per family. The city demands increases to \$400 and \$800. The union opposes any increase.

City Position - The city argues that its demand is justified. It reports that the cost per employee for major medical coverage is \$4,989 in the police department versus \$5,220 in the fire department. The city states that its proposal reduces the cost in the fire department to \$4,940 per employee.

Union Position - The union contends that there is no justification for the city's proposal. It observes that city-wide employees have deductibles of \$100 and \$200. The union notes that the cost per hour of major medical is lower for firefighters than police officers.

Analysis - The Factfinder recommends the union's position. He sees no reason to treat firefighters differently from other employees.

Recommendation - The Factfinder recommends current contract language.

7) Article VIII - Wages and Related Benefits, Section 5 - Major Medical, Paragraph E - Radial Keratotomy (New Provision) - The current contract establishes coverage for radial kerototomy. The city proposes deleting this coverage. The union wishes to retain it.

Analysis - The Factfinder sees no basis for this change for the firefighter unit when there has been no change for the other units.

Recommendation - The Factfinder recommends current contract language.

8) Article VIII - Wages and Related Benefits, Section 5 - Major Medical, Paragraph G - Premium Contribution (New Provision) - The current contract requires no premium contribution by firefighters for major medical coverage. The city demands that firefighters contribute 10% of the total premium. The union opposes the city's demand.

Analysis - The Factfinder sees no basis for this change for the firefighter unit when there has been no change for the other units.

Recommendation - The Factfinder recommends current contract language.

9) Article VIII - Wages and Related Benefits, Section 6 - Sick Leave, Paragraph D - Verification of Illness (New Provision) - The current contract has no language concerning a dispute between the city's doctor and an employee's doctor. The city proposes that if there is a dispute between the two doctors, they select a third physician to decide the question with the employee paying the cost of the third doctor. The union insists that the city pay for the third doctor.

Recommendation - The Factfinder recommends the following:

If any dispute shall arise between the City of Akron administration's designated physician and any bargaining unit employee's attending physician as to whether such employee is, or whether such employee continues to be disabled so as to entitle him to injury leave or sick leave benefits, it shall be resolved by the following process: the administration's designated physician and the employee's attending physician shall select a third physician for examination of the employee. The third physician, after examination of the employee and consultation with the other two physicians, shall decide such question. The fees and expenses of the third physician shall be paid by the administration.

10) Article VIII - Wages and Related Benefits, Section 6 - Sick Leave, Paragraph E - Sick Leave Payout (New Provision) - The current contract provides for payment for all accumulated sick leave upon retirement, death, or disability. The city seeks to reduce the payment to 25% of the accumulated sick leave. The union opposes the city's demand.

City Position - The city argues that its demand is justified. It indicates that firefighters have bonus sick leave which no other employees have and have accumulations up to 500 hours. The city claims that sick leave pay-outs cost approximately \$23,000 per year.

Union Position - The union reports that all other employees are paid for 100% of their accumulated sick leave upon retirement, death, or disability.

Analysis - The Factfinder finds no reason to change the current contract provision.

Recommendation - The Factfinder recommends current contract language.

11) Article VIII - Wages and Related Benefits, Section 8 - Life Insurance - The current contract provides for \$40,000 of life insurance. The union seeks an increase to \$43,000 in 1998, \$46,000 in 1999, and \$50,000 in 2000. The city rejects the union's demands.

Analysis - The Factfinder must recommend the union's demand. There is no reason to deny firefighters the increase in life insurance granted to other city employees.

Recommendation - The Factfinder recommends:

A) Effective February 1, 1998 Life Insurance shall be increased to \$43,000 and Accidental Death and Dismemberment per covered individual. Those bargaining unit members retiring on or after

February 1, 1998 shall receive \$43,000 of life insurance for the first twelve (12) months of retirement, thereafter, \$21,500.

B) Effective January 1, 1999 Life Insurance shall be increased to \$46,000 and Accidental Death and Dismemberment per covered individual. Those bargaining unit members retiring on or after January 1, 1999 shall receive \$46,000 of life insurance for the first twelve (12) months of retirement, thereafter, \$23,000.

C) Effective January 1, 2000 Life Insurance shall be increased to \$50,000 and Accidental Death and Dismemberment per covered individual. Those bargaining unit members retiring on or after January 1, 2000 shall receive \$50,000 of life insurance for the first twelve (12) months of retirement, thereafter, \$25,000.

12) Article VIII - Wages and Related Benefits, Section 9 - Holiday

Pay, Paragraph A - Worked Holidays - The current contract provides that firefighters who work on eleven of the thirteen holidays specified in the contract receive time and one-half. The union proposes to extend the time and one-half provision to include the remaining two holidays -- Martin Luther King Day and City Picnic Day. The city opposes the union's demand.

Union Position - The union argues that its demand should be granted. It points out that pursuant to Article XII, Section C bargaining unit members who work on City Picnic Day already receive compensatory time for eight hours.

City Position - The city opposes any increase in costs.

Analysis - The Factfinder must recommend the union's position. The contract between the city and the Fraternal Order of Police mandates time and one-half for working on any of the thirteen holidays. The Factfinder believes that the firefighters should be treated in the same way and should be paid a premium when they work on any of their holidays.

Recommendation - The Factfinder recommends the following:

Firefighters scheduled to work on the holidays listed below will

receive premium pay in the amount of 50% over their normal straight time rate as currently calculated on a forty (40) hour work week and only for those hours worked during the Holiday. New Year's Day, Christmas Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Presidents' Day, Columbus Day, Veteran's Day, Akron Fire Department Memorial Day, Martin Luther King Day, and City Picnic Day.

13) Article VIII - Wages and Related Benefits, Section 10 -

Prescriptions - The current contract provides for prescription insurance with a \$2 deductible for generic and brand name prescription drugs. The city seeks to increase the deductible to \$4 for generic drugs and \$8 for brand name drugs. The union rejects the city's demand.

City Position - The city maintains that its demand is justified. It claims that its proposal will produce substantial savings. The city observes that mail order prescription drugs are available with no deductible.

Union Position - The union stresses that all other city employees have a \$2 deductible.

Analysis - The Factfinder finds no basis for different treatment of the firefighters.

Recommendation - The Factfinder recommends current contract language.

14) Article VIII - Wages and Related Benefits, Section 18 -

Hazardous Duty - The current contract has no provision dealing with hazard pay. The union demands annual hazard pay of 40 hours of pay for up to five years of service, 65 hours for six to eleven years of service, and 120 hours for 20 and more years of service. In conjunction with the adoption of hazard pay, it proposes the deletion of Article XI,

Section B which provides for pay for an extra day off (EDO) which conflicts with vacation or holidays. The city opposes the union's demand.

Union Position - The union contends that its demand ought to be recommended. It asserts that its proposal will save the city money for employees with less than 20 years of service by eliminating the payment for EDO's which conflict with vacation or holidays.

City Position - The city challenges the union's demand. It maintains that the yearly cost of the union's proposal is approximately \$350,000. The city asserts that there is no assurance that it will save any money by eliminating the requirement to pay for EDO's that conflict with vacation or holidays.

Analysis - The Factfinder must reject the union's demand. While the union's demand for additional paid time would increase costs, there should be some savings to the city. However, the amount of the savings will depend on the picks by the firefighters. Without a better indication of the net cost to the city, the Factfinder cannot recommend the union's proposal.

Recommendation - The Factfinder recommends current contract language.

15) Article X - Hours of Employment - Forty (40) Hour Work Week, Section E - Worked Holidays - The current contract provides firefighter/paramedics working an eight- or ten-hour day the option of working on seven holidays at time and one-half. The union proposed dropping this provision contingent on the adoption of its proposal for Article XII, Sections A and B.

Analysis - Since the Factfinder recommended that the union's proposal for Article XII, Sections A and B be adopted, he recommends that Article 10, Section E be deleted from the contract.

Recommendation - The Factfinder recommends that Article X, Section E be deleted from the contract.

16) Article XI - Hours of Employment - Forty-Eight (48) Hour Work Week, Section A - Hours - The current contract establishes a 48-hour work week. The union proposes decreasing the work week to 45.2 hours. The city rejects the union's demand.

Union Position - The union argues that its proposal ought to be recommended. It points out that other city employees work 40-hour weeks and are paid overtime for working more than eight hours per day. The union claims that the city overestimates the cost of the five additional EDO's necessary to reduce the work week to 45.2 hours because the city will not replace all of the additional firefighters who are off.

City Position - The city rejects the union's proposal as too costly. It states that increasing the number of EDO's by five will increase its costs by \$1,036,800 including pension benefits. The city asserts that assuming that overtime is required to fill two of the five additional days, overtime costs will rise by \$622,080.

Analysis - The Factfinder must reject the union's demand. First, the union presented no data for other departments in support of its demand for a reduction from 48 hours to 45.2 hours per week. The Factfinder doubts that hours in comparable fire departments would support the union's demand. Second, while the parties may wish to dispute the cost of the additional EDO's, the Factfinder believes that the cost is substantial and unwarranted since no other bargaining unit in the city received a similar benefit.

Recommendation - The Factfinder recommends current contract language.

17) Article XI - Hours of Employment - Forty-Eight (48) Hour Work Week, Section B - The current contract states that an EDO cannot be lost due to a conflict with vacation or holidays. The union proposed that this provision be deleted contingent on the Factfinder's recommendation of its proposal for Article VIII, Section 18. Since the Factfinder did not recommend the adoption of the union's proposal for that provision, he recommends that Article XI, Section B be retained.

Recommendation - The Factfinder recommends current contract language.

18) Article XI - Hours of Employment - Forty-Eight (48) Hour Work Week, Section C - The current contract provides that bargaining unit members cannot be scheduled to take compensatory time without agreement between the member and the supervisor. The city wishes to allow employees to be scheduled off without their consent if it is less than 24 hours.

Recommendation - The Factfinder recommends current contract language.

19) Article XII - Personal Leave Time/Holidays, Section A - The current contract provides that bargaining unit members who work a 48-hour week receive 164 hours of compensatory time as compensation for holidays and personal leave. The union seeks to increase this to 172 hours in 1998, 176 hours in 1999, and 180 hours in 2000. The city opposes any increase in compensatory time.

Union Position - The union argues that its demand is justified based on the increased compensation for training officers in the police contract.

City Position - The city contends that the union's demand far exceeds the value of the increase received by the police officers.

Analysis - The Factfinder must recommend an increase in the compensatory hours for holidays and personal leave. The increase that the union is seeking is more than that necessary to maintain the relationship between the compensation of firefighters and police officers. He, therefore, recommends a somewhat smaller increase in the compensatory time.

Recommendation - The Factfinder recommends the following:

A) Effective January 1, 1998, bargaining unit members permanently assigned to work a forty-eight (48) hour work week shall receive a total of 168 hours of compensatory time as compensation for all holidays and personal leave time during the calendar year. This amount shall be increased to 170 hours on January 1, 1999 and to 172 hours effective on January 1, 2000.

20) Article XII - Personal Leave Time/Holidays, Section B - The current contract provides that bargaining unit members who work a 40-hour week receive 68 hours of compensatory time as payment for holidays and personal leave. The union seeks to increase this to 172 hours in 1998, 176 hours in 1999, and 180 hours in 2000. The city opposes any increase in compensatory time.

Union Position - The union argues that its demand is justified based on the increased compensation for training officers in the police contract.

City Position - The city contends that the union's demand far exceeds the value of the increase received by the police officers.

Analysis - The Factfinder must recommend an increase in the compensatory hours for holidays and personal leave. The increase that the union is seeking more than that necessary to maintain the relationship between the compensation of firefighters and

police officers. He, therefore, will recommend a somewhat smaller increase in the compensatory time.

Recommendation - The Factfinder recommends the following:

B) Effective January 1, 1998, bargaining unit members permanently assigned to work a forty (40) hour work week shall receive a total of 168 hours of compensatory time as compensation for all holidays and personal leave time during the calendar year. This amount shall be increased to 170 hours effective January 1, 1999 and to 172 hours effective January 1, 2000.

21) Article XII - Personal Leave Time/Holidays, Section C - The current contract requires that any bargaining unit member who works on City Picnic Day receive eight hours compensatory time. The Factfinder's recommendation for Article VIII, Section 9, Paragraph A that bargaining unit employees be paid time and one-half for all holidays worked dictates that this provision should be dropped from the contract.

Recommendation - The Factfinder recommends that this provision be deleted from the contract.

22) Article XIII - Vacation and Holidays, Section B - Bidding - The current contract contains a procedure for scheduling vacations and holidays. The city wishes to change the procedure. The union opposes the city's demand.

Recommendation - The Factfinder recommends current contract language.

23) Article XIII - Vacation and Holidays, Section D - Formula - The current contract includes a formula for determining the number of individuals allowed off

each week during the year. The city seeks to change the method. The union wishes to retain the current contract language.

Recommendation - The Factfinder recommends current contract language.

24) Article XIV - Grievance and Arbitration, Section F - Election of Remedies (New Provision) - The current contract requires suspensions, discharges, and demotions be appealed to the Civil Service Commission. The union proposes that such issues be submitted to arbitration. The city opposes the change.

Union Position - The union argues that arbitration would be cheaper than the Civil Service Commission.

City Position - The city wishes to retain the current system. It points out the police bargaining unit has the same system as do other city bargaining units except for two units where employees can choose between arbitration and the Civil Service Commission. The city claims that the Civil Service Commission is less expensive than arbitration.

Analysis - The Factfinder must recommend the present system. As an Arbitrator, he appreciates the advantages of arbitration but the union did not present any convincing reason for a change.

Recommendation - The Factfinder recommends current contract language.

25) Article XXII - Paramedic Program - The current contract provides that paramedics will be given the opportunity to work up to 12 hours per month outside their regular schedules to maintain their skills as paramedics. The union seeks to increase the work opportunity to 14 hours per month and to extent it to training for the technical

rescue operations, hazmat, and dive teams. The city wishes to retain the current provision.

Analysis - The Factfinder recommends that the current contract language be retained. He is recommending a number of increases in compensation including an increase each year in the amount of compensatory time granted for holidays and personal leave. Furthermore, data submitted by the city indicate that the vast majority of paramedics are not taking advantage of the hours already available to them.

Recommendation - The Factfinder recommends current contract language.

26) Article XXVII - Term of Agreement - The current contract was for a term of three years and expires December 31, 1997. The union proposes a three-year agreement. The city offers a two-year agreement.

Analysis - The Factfinder recommends a three-year agreement. The term of most collective bargaining agreements is three years. The police contract and other city contracts are for three years.

Recommendation - The Factfinder recommends the following:

This Agreement shall be effective January 1, 1998 and end on December 31, 2000. Both parties agree to commence negotiations at least sixty (60) days, but not more than ninety (90) days prior to the termination date of this Agreement.

27) Article XXVIII - Residence Requirement (New Provision) - The city has a charter provision which requires city employees to live in the city. The union proposes a new provision in the contract which would allow bargaining unit members to reside in the regions they serve. The city rejects the union's demand.

Union Position - The union argues that employees should be allowed to live in the areas which they serve. It points out that the hazardous materials, technical rescue operations, and the dive teams respond to calls on a county-wide basis. The union notes that the city is a first responder to alarms of fire in Cuyahoga Falls and has mutual aid agreements with many surrounding jurisdictions. It stresses that bargaining unit members have been disciplined for slow responses to other communities.

The union contends that the charter provision does not bar its demand. It indicates that the charter provision allows city employees to live in another area if they work in the area. The union reports that pursuant to this exception water department employees are allowed to live outside of the city.

City Position - The city opposes the union's demand. It reports that in 1994 the firefighters and police officers got sufficient signatures to place the residency issue on the ballot. The city emphasizes that the residents of the city by a 62% to 38% vote decided that city employees must live in the city.

Analysis - The Factfinder must deny the union's demand. While it is true that St. Bernard v. State Employment Relations Board (1991), 74 Ohio App.3d 3, states that residency requirements are a mandatory subject for bargaining, this does not mean the union's demand must be granted. The union presented a strong plea in support of its position but the fact is that the voters have decided by an overwhelming margin that city employees hired after November 7, 1978 must be city residents unless they work outside the city. Although Akron firefighters respond to events throughout the county, they do not work "primarily outside of the corporate limits" as required by the charter to be exempt from the residency requirement.

Recommendation - The Factfinder recommends that the union's demand be denied.

28) Article XXIX - Speciality Pay (New Provision) - The union seeks to establish specialty premiums of 7% of base pay for paramedics and 3% for the hazmat, technical rescue operations, and the water-rescue dive teams. The city rejects the union's demand.

Union Position - The union contends that its demand ought to be adopted. It points out that since 1981 new employees have had to agree to become certified paramedics and remain paramedics until they are eligible to bid out of the paramedic program. The union stresses that paramedics are fully trained in ACLS, BTLs, PALS, BLS, and CPR but receive no extra compensation for the additional skill, training, and responsibility. It notes that a report by Burkell & Associates recommended that paramedic certification "lead to a salary incentive." The union further claims that the city's civil service rules dictate a premium for firefighters in the specialty areas.

The union indicates that firefighters in other cities receive extra compensation. It states that among the large cities in Ohio Columbus, Canton, Cincinnati, Parma, Toledo, and Youngstown offer additional compensation to paramedics and/or EMT's. The union reports that 35 departments in the greater Cleveland area grant such pay.

City Position - The city maintains that the union's demand must be denied. It claims that it has responded to the union's demand for extra compensation for paramedics in Article XXII of the collective bargaining agreement which gives paramedics the opportunity to do an additional 144 hours of training at time and one-half and allows the members of the Hazmat, technical rescue operations, and dive teams to do an additional 32 hours of training at time and one-half. The city further claims that a charter provision establishing a 16% rank differential bars the union's demand.

Analysis - The Factfinder must deny the union's demand. The union's demand would substantially impact the historical relationship between the compensation of firefighters and police officers. The union provided no evidence that such a change is warranted.

Recommendation - The Factfinder recommends that the union's demand be denied.

29) Letter of Agreement - Training - The current contract includes a side letter which restricts training to 7:30 A.M. to 5:30 P.M. except for paramedic training. The city proposes deleting this letter. The union wishes to retain the letter.

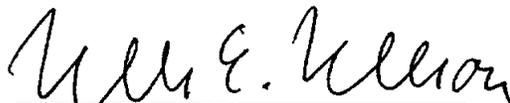
City Position - The city contends that its demand is justified. It complains that the shortage of training facilities during the day requires training after 5:30 P.M. The city also states that certain training such as night dives and training by the East Ohio Gas Company can only be done at night.

Union Position - The union disputes the city's claims. It maintains that sufficient facilities are available during the day for training.

Analysis - The Factfinder believes that the city and the union agree that training normally should take place during the day. They have already recognized that this is not possible for paramedic training. There are other cases cited by the city where training during the day is impossible, e.g., night dives. In addition, there may be cases where training facilities are clearly not available.

Recommendation - The Factfinder recommends that the side letter state:

During the term of this Agreement, training shall take place between 7:30 A.M. and 5:30 P.M. except for paramedic training and except where training cannot be done these hours.



Nels E. Nelson
Factfinder

December 15, 1997
Russell Township
Geauga County, Ohio