

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

STATE EMPLOYMENT
RELATIONS BOARD

Nov 5 10 32 AM '98

IN THE MATTER OF FACT FINDING :

BETWEEN

THE CITY OF COLUMBUS, OHIO

- AND -

**INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
LOCAL 67**

**REPORT
OF THE FACT FINDER**

SERB CASE NUMBER:

98-MED-01-0046

HEARINGS:

September 14, 1998; Columbus, Ohio

FACT FINDER:

David W. Stanton, Esq.

PRINCIPAL REPRESENTATIVES:

FOR THE CITY

Rob K. Hartsell, Assistant Director,
Support Services, Department of
Public Safety

FOR THE IAFF

John Ferner, President

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ADMINISTRATION

By letter dated May 1, 1998, from the State Employment Relations Board, the Undersigned was notified of his mutual selection to serve as Fact Finder in order to facilitate resolution of those issues that remained at impasse between these Parties. In accordance with the mandates of the State of Ohio Collective Bargaining Law, these Parties engaged in the "fact finding" aspect of the statutory process in effort to bring closure to the impasse between them. The impasse resulted after attempts to finalize a successor Collective Bargaining Agreement proved unsuccessful. As indicated by the Parties' previous negotiation sessions were conducted wherein many issues that remained at impasse were discussed and proposals were exchanged relative thereto, however, many issues were not resolved. Particularly, the Record demonstrates that these Parties bargained in good faith, reached a tentative agreement, and it was soundly rejected at ratification.

On September 14, 1998 a fact finding proceeding was conducted wherein mediation was initially offered to the Parties, however, such was declined. Each Party was afforded a fair and adequate opportunity to present testimonial and/or documentary evidence supported of positions advanced. This proceeding resulted in the compilation of a voluminous evidentiary Record including a transcript of this fact finding proceeding. The Record was closed upon the Fact Finders receipt of each Parties' Post-hearing brief. Accordingly, those issues that remained at impasse are the subject matter for the issuance of this report, with recommendations and rationale relative thereto, hereunder.

STATUTORY CRITERIA

The following recommendations relative to the eight (8) contractual Articles that remain at impasse are offered for consideration by these Parties; were arrived at based upon their mutual interests and concerns; and, are made in accordance with the statutorily mandated guidelines explicitly set forth in Ohio Administrative Code Rule 4117.14, Paragraph G, Subparagraph 7,

Subparagraphs (a) through (f), that direct the Fact Finder to utilize the statutory criteria considered and relied upon for evaluating the Parties' Fact Finding Proposals. The following criteria in reaching these recommendations on the issues that impasse herein, are as follows:

- A. Past Collectively Bargained Agreements, if any, 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 interest 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';
- F. Such other factors not confined to those listed in this Section 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.

In accordance with the statutory criteria and in conjunction with the statutory impasse procedure, the Fact Finding Hearing was conducted on September 14, 1998 which commenced at 10:00 a.m. and concluded at approximately 3:30 p.m. wherein those eight (8) issues that remain at impasse herein were argued relative to the respective positions taken by each Party.

Moreover, it is the position of the Fact Finder, that the Party proposing any change, deviation, deletion, or modification of the "existing" Collective Bargaining Agreement, bears the burden of persuasion and proof that such is indeed warranted. Failure to sustain that burden will result in a recommendation that the "status quo" language, however determined, be adopted, or if compelling reasons exist, then that proposed by the respective Party. Only those issues that are proposed during the course of the Fact Finding Proceeding are addressed herein and any not

so addressed, will not be considered herein.

The following, as enumerated herein, are those issues that will be the subject matter for the issuance of this report as follows:

Issue One - Section 12.1 - Fire Pay Plan

Issue Two - Section 12.1 - Rank Differential

Issue Three - Section 13.2A and 14.2 - Overtime and Holiday Eligibility and Pay
(Position for Position Call Back)

Issue Four - Section 16.1 - Service Credit (Longevity)

Issue Five - Article 18 - Insurance

Issue Six - Article 19 - Uniforms

Issue Seven - Section 27.3 - Sick Leave Separation Payout

Issue Eight - Article 38 - Physical Fitness Program

THE BARGAINING UNIT DEFINED; ITS DUTIES AND RESPONSIBILITIES TO THE COMMUNITY TO WHICH IT PROVIDES SERVICE; AND GENERAL BACKGROUND CONSIDERATIONS INCLUDING THE PARTIES' COLLECTIVE BARGAINING HISTORY.

The City of Columbus, Ohio hereinafter referred to as the "The City and/or The Employer" is a municipal corporation and the capitol of the State of Ohio. The Bargaining Unit as defined, consists of approximately 1,300-1,400 employees who provide fire suppression; protection of life and property in the event of fire; and other emergencies, including emergency medical care. The Bargaining Unit consists of all uniformed employees within the Division of Fire excluding the Fire Chief and the Executive Officers.

As the Record demonstrates, the Parties' most recent contract expired on the date of May 31, 1998. Prior to this Collective Bargaining Agreement, the Parties' formal bargaining session for the predecessor Agreement or the 1996 contract began in May, 1996, whereupon the Parties' were able to again reach Tentative Agreement in September, 1996. However, even though the

Parties' bargained in good faith and attempted to implement the Tentative Agreement, such was ultimately rejected by the Union upon ratification. As a result thereof, the Parties' engaged in a seven (7) day Fact Finding Proceeding in January, 1997 concerning forty (40) unresolved issues. The Parties ultimately adopted that Report pursuant to the Fact Finder's recommendations in May, 1997. The Parties began to exchange proposals in April, 1998 for the successor Collective Bargaining Agreement wherein the Parties met on six (6) formal bargaining sessions in April and May, however, those efforts proved unsuccessful. As characterized by the Parties', a series of "off-the-record" discussions resolved the remaining issues and the Parties reached a Tentative Agreement "on the Record" in July, 1998. As the Record demonstrates, that Tentative Agreement was overwhelmingly rejected by Union membership which prompted further bargaining by and between the Parties. Seemingly at the heart of this impasse is what the Parties have characterized the "Rank-for-Rank Call Back" requirements for which, as the City characterizes, it made significant enhancements in the economic package presented in order to achieve its position relative to reducing overtime by "streamlining" the "Rank-for-Rank Call Back" requirements. Moreover, the City contends that economic enhancements were provided in order to include this Bargaining Unit with the rest of the City Divisions relative to Insurance PPO.

There exists no evidence in this Record that this Employer, in any way, has demonstrated an "inability to pay." In fact, as the Union notes, the City had its highest variance ever between budgeted and actual revenues and expenditures of over \$7 million dollars in accordance with the 1997 Financial Report of the City Auditor at Page 62 thereof. Suffice it to say that the City of Columbus Ohio is experiencing continual growth not only in size, but in revenue generating endeavors as well as financial stability fiscally. In fact, the Mayor's 1998 Financial Overview in his introductory letter to the budget dated November 15, 1997, opined that "the City of Columbus enjoys financial help unparalleled in Ohio and the Mid-West." The Union concedes

that the Division of Fire is compensated adequately when compared to other Ohio Districts. However, such is not the case when compared to its own Division of Police. Despite the City's reliance on the argument that internal comparisons with the Police are not relevant under the statutory guidelines, the Union takes exception based on the type of work each Division provides to the citizens within this community.

Simply stated, the Union urges the Fact Finder to recognize the financial luxury enjoyed by this City relative to its overall budgetary soundness and revenue generating capabilities that have only increased over recent years. The City does not challenge its financial status simply that it must exercise fiscal prudence in order to maintain that luxury of remaining financially sound.

THE IMPACT ON THESE PROCEEDINGS
CONCERNING THE TENTATIVE AGREEMENT REACHED

As the Record demonstrates, these Parties were able to reach a Tentative Agreement in July, 1998. As the City characterizes it, it was hopeful that bargaining could resolve the issues without the time and expense of Fact Finding and Conciliation as in years past. The general view of the neutral community is that the existence of a Tentative Agreement demonstrates no better indication of the Parties' willingness to be bound by a written document as that agreed to mutually by and between them by painstaking efforts during bargaining. The Fact Finder is convinced that indeed these Parties engaged in good faith bargaining by the respective negotiating teams present at the bargaining table and were able to put aside their differences and reach a Tentative Agreement to bind these Parties for a period of three (3) years duration based on mutual interests and concerns of each Party. In that regard, this Fact Finder is of the strong opinion that great and compelling weight must be given to the Tentative Agreement reached by and between the Parties despite it being rejected overwhelmingly by the Bargaining Unit. It is simply inconsistent with good faith bargaining to enlist individuals to serve as your negotiating

team and then to overwhelmingly overturn the “by-product,” i.e., that of a Tentative Agreement in such an overwhelming fashion. Those present at the Table, the spokespersons of the Party, are charged with the responsibility of obtaining in bargaining the best possible outcome. When that outcome is, as has occurred at this and the previous sessions, overwhelmingly rejected, then either the Members have not communicated their “expectations” to their Committee, or they as a group, seek, through the Statutory Process, improvement of that hammered out at the Table. The latter approach seriously undermines the integrity of the “Collective Bargaining” Process, as well as, the trust so necessary in such a relationship. Such in the opinion of the Fact Finder circumvents the Parties’ ability to engage in good faith bargaining at the table over, not only unresolved contractual issues, but in future instances where the Parties’ discuss, address, and decide other matters that may arise during the course of their Collective Bargaining relationship. The Parties’ Collective Bargaining history demonstrates that a similar situation arose during the course of negotiating the predecessor agreement that ultimately led to forty (40) unresolved issues being submitted to Fact Finding. The Fact Finding Process is intended to enable the Parties to present their best position relative to those issues that simply could not be resolved despite the painstaking efforts of the Bargaining Committee. The Fact Finding Process was not intended to provide yet another mechanism in order to piecemeal together that which a certain group may deem as unpalatable especially where the Parties reached Tentative Agreement during the course of bargaining.

Many Fact Finders, Neutrals, Arbitrators, including the Undersigned, take the position that an elementary consideration of good faith bargaining is that a Tentative Agreement arrived at by the Parties’ Bargaining Representatives should not be repudiated, absent some strong and/or compelling reasons to do so. The Tentative Agreement reached by and between the Parties must be viewed as a cornerstone from which the Parties’ positions are evaluated in Fact Finding. To withdraw from an agreement reached during the course of painstaking bargaining, would undermine the Collective Bargaining Process that encourages the Parties to continue to

negotiate to reach Tentative Agreement short of exercising its last “let’s see if we can do better” position in the Fact Finding and/or Conciliation aspects of the statutory process. The integrity of the Collective Bargaining relationship, as “trustee of that process,” is of tantamount concern to the Undersigned. To make wholesale changes of any type to the Tentative Agreement reached by and between the Parties, would undermine the work and trust garnered through negotiations while discounting the value of that give and take process. It is mystical to the Fact Finder that a Tentative Agreement reached by those who participated in the negotiations process could be so overwhelmingly rejected upon ratification. Those Bargaining Committee Members should be reasonably assured that any agreement they may reach should have “general” support of the membership for whom they are putting their proverbial “best foot forward” for and representing. The authority of the Bargaining Representatives at the bargaining table must amount to something more than a mere workshop for generating a document that will be overwhelmingly rejected by its membership.

It is against this backdrop that the following recommendations are provided to the Parties for their consideration and further scrutiny by those who they effect.

THE UNRESOLVED ISSUES

The following issues, as referenced to their appropriate Collective Bargaining Agreement Article and Title, where applicable, are the subject matter for the issuance of this report. The Parties positions relative thereto shall be incorporated by reference within this report and references made to the Tentative Agreement reached by and between the Bargaining Representatives, as deemed relevant, shall be noted.

I. ISSUE ONE - ARTICLE 12 - SECTION 12.1 - FIRE PAY PLAN

The City proposal is for a three (3) year contract with pay increases of 3% for each respective year. It also proposes to eliminate Step D for promoted ranks. The Union’s proposal is for a three (3) year contract consistent with that of the Employer’s and differing from that

recommended by the Fact Finder for the previous Collective Bargaining Agreement, with pay increases of 5% for each year. The Union also proposes the eliminating of Step D for the promoted ranks.

As will be discussed throughout the context of this Report and Recommendations, the impact of the Tentative Agreement as characterized and addressed supra by the Undersigned shall be given considerable and compelling weight. That Tentative Agreement called for increases of 3% the first year, 4% the second year, and 4% the third year, and to which these Parties are in agreement, elimination of the Step D for promoted ranks.

RECOMMENDATION AND RATIONALE

It is hereby recommended that the Parties adopt pay increases of 3%, 4%, and 4%, for each of a three (3) year successor Collective Bargaining Agreement. It is clear, based on the Parties' position relating to other issues, they seem to "pick and choose" and/or piecemeal their proposals in Fact Finding that may not have been completely palatable as set forth in the Tentative Agreement reached through bargaining by and between them. The Fact Finder simply cannot recommend either position based on disgruntlement by the City to reduce the wage packet it agreed to in the Tentative Agreement and the Union's attempt to obtain more through Fact Finding than that agreed to at the bargaining table.

The Record demonstrates this Bargaining Unit since 1990 has received increases of approximately 5% wherein increases of comparable jurisdictions have ranged from 2.7% to 4.8%, respectively. In this regard it appears that the comparable jurisdictions have not fared as well as the Firefighters for this City. Based on the information provided, it appears that this Unit receives the highest pay in all comparable jurisdictions relied upon for each and every rank which taken into consideration with an EMS differential is significantly higher. Lieutenant salaries are nearly 12% higher, Captains 13%, Battalion Chiefs 9%, Deputy Chiefs 4% and Assistant Chiefs 20% above the average.

The Union perseverates on the "parity" considerations with the Columbus Police Division which, while I do give consideration to internal comparables, I must also recognize that comparability in its common context means like individuals performing like work. Clearly, discharging duties as a Police Officer, enforcing the laws of the jurisdiction, are distinct to those of a Fire Division which is responsible for assisting in protection against fire and providing emergency care in the events of accidents. Obviously, these two classifications overlap relative to the nature of the call upon which they arrive to, however, except for the fact that they are "service providers," i.e., members of the "safety force," such consideration would be the only basis on which comparability would be a compelling consideration.

Additionally, it appears that the aforementioned increases are more than that of the normal inflation rate.

Based on a totality of the information provided and the comparables relied upon by both the City and the Union, the Fact Finder is persuaded that these Bargaining Unit Members are paid very favorably within this region of the country in consideration of comparable jurisdictions and the wage package agreed to should not be disturbed. (For Comparable Date, See Attachment "A").

II. ISSUE TWO - ARTICLE 12 - SECTION 12.1 - RANK DIFFERENTIAL

Again, what is apparent is that the Parties' are deviating from that agreed to by them that resulted in a Tentative Agreement relative to this unresolved issue. The Tentative Agreement called for an increase in Rank Differential from 16% in the predecessor Collective Bargaining Agreement to that of 18%. The City now takes the position that 16% was high in terms of similarly situated jurisdictions and that such was agreed to as part of the "package" negotiated. It also notes that the 18% was part of an economic package intended to obtain the goodwill from the Parties' reaching agreement without the intervention of a Neutral. Inasmuch as that was rejected, the City now takes the position that the current language as set forth in the Predecessor Agreement should be retained.

Obviously, based on the improvement set forth in the Tentative Agreement, the Union takes the position that such should be adopted herein.

RECOMMENDATION AND RATIONALE

The concept of Rank Differential usually goes hand and hand with wage increases sought. It appears that the City agreed to an increased Rank Differential as part of the Tentative Agreement "package" which, as it contends, included certain cost savings, and as such, was viewed as a "premium" the City was willing to pay in order to reach a deal during the course of bargaining.

The Record of evidence indicates that a 2% increase to the previous 16% is indeed reasonable in that typically rank differential increases do cause disparity between promoted ranks and based on the increase provided herein, the Captain rate would increase by nearly 5%, Battalion Chief 8%, Deputy Chief by 9%, and Assistant Chief by 11%, as set forth in City Exhibit - 24. At 18% Differential, this Unit ranks above any Comparable Jurisdiction submitted. (See, Attachment, "B"). Despite the positions taken by the Parties relative to increasing this above market or the inflation rate as set forth by the City, it is hereby recommended that the Parties adopt that which was agreed to and contained in the Parties' Tentative Agreement.

III. ISSUE THREE - ARTICLE 13 - SECTION 13.2 (A) AND ARTICLE 14 - SECTION 14.2 - OVERTIME AND HOLIDAY ELIGIBILITY AND PAY (POSITION FOR POSITION CALL BACK)

As characterized by the Union, this is the precise issue that has resulted in the Tentative Agreement being rejected by over 80% of its membership and that it will not accept a successor agreement which modifies the present contract relative thereto. As the Union believes the cost savings to the City of its proposal is between \$230,000 per year as it calculates, and \$1.2 million dollar per year based on the City's calculations. The Union also notes that the City's historic projections in this area of overtime are notoriously unreliable, and as indicated by the Fire Chief in 1996, only \$600,000 would be saved per year by the City's present proposal. In this regard,

any savings to be achieved by the City's proposal are minimal when weighed against the size of the Fire Division's overall budget. The Union also notes that the City claim that the increase in Rank Differential will more than make up the Overtime loss suffered by promoted rank officers should the position for position provision be eliminated. The Union indicates that it is willing to forego the increase in Rank Differential, to retain the 16% set forth in the current agreement, in order to retain the position for position provision. It notes that if the City's position is taken literally, there exists no difference in costs to the City between that contained in the Tentative Agreement that eliminates the position for position provision, and that proposed by the Union of retaining that position for position language and retaining the Rank Differential at 16%. The Union notes that indeed this matter is one of safety and if 10% of the City's argument is considered and a single Fire Fighter over the next 20 years is put in greater risk by abandonment of this protection, it simply is not in the best interest of that particular Fire Fighter. The City takes the position that it must obtain that which was agreed to in the Tentative Agreement which would set forth the following minimal levels of promoted ranked personnel which must be met at all times and cannot be satisfied through out-of-class assignment:

1. Either a Lieutenant or Captain shall be assigned for work at each station;
2. Greater than 50% of the Battalion Chiefs assigned to the on-duty Unit of the day, shall be at work;
3. At least four (4) EMS Supervisors are at work on each Unit; and,
4. One Safety Captain shall be on duty with the Unit of the date at all times. In the event that no Captain trained as Safety Captain is at work, the City will call in a Captain trained as a Safety Captain. (The City will offer such training to three (3) interested Captains per Unit on the basis of seniority.)

RECOMMENDATION AND RATIONALE

As set forth in the provisions of the Tentative Agreement, it is clear that the safety concerns initially raised by the Union have been addressed. The City eludes to the possibility

that the rank-for-rank provision could be extended to cover the entire 24-hour day rather than just the hours of 8:00 p.m. to 8:00 a.m. The current language of rank-for-rank call back provisions of Articles 13 and 14, respectively, require additional manpower to cover absences within the promoted ranks to be filled by employees of the rank in question on an overtime basis in the evening and nighttime hours, i.e., that of 8:00 p.m. to 8:00 a.m. These manpower needs may be met by allowing employees to work out of class during the daytime hours of 8:00 a.m. to 8:00 p.m. Such, in the opinion of the City is an extremely expensive provision that is operationally unnecessary and simply does not exist in other comparable jurisdictions. (See, Attachment "C").

In an attempt to address the safety considerations raised by the Union, the Parties' agreed to set the minimum levels of promoted rank personnel to be met at all times not just during the hours of 8:00 p.m. to 8:00 a.m., and such cannot be satisfied through out of-class assignments. The Record is devoid of evidence that would suggest that out-of-class officers, who are chosen based on seniority or presence on the promotion list, who perform during daylight hours could not do so during nighttime hours, would be jeopardized by the provisions agreed to in the tentative agreement language. The City points out that specific provisions were suggested by the Union Bargaining Team that would definitely address the safety concerns as raised. Such requires the presence of a Battalion Chief on a 24-hour basis rather than 12 hours as set forth in the current agreement, and also requires the presence of an additional EMS Supervisor during all hours, as well as the implementation requiring a Safety Captain on each Unit.

The City notes that the rank-for-rank overtime in 1997 totaled \$1.2 million dollars which accounted for 62% of the Division's overtime costs. In order to alleviate that unnecessary sky rocketing overtime expenditure, it offered, what it characterizes as above market increases in wages, rank differentials, service credit, sick leave separation payout, and uniform allowance, in exchange for provisions limiting the needless costs of rank-for-rank considerations. If the Fact Finder were indeed to recommend the Union's proposal to retain the current agreement and

ignore that hammered out through bargaining, then the safety concerns as postulated by the Union, will not be addressed. In the opinion of the Fact Finder, those provisions contained in the Tentative Agreement do indeed address those concerns. The financial considerations which were elaborated upon that were part of a package in order to obtain relief from this language contained in the Tentative Agreement, are as have been discussed supra, and will be discussed more fully to other issues infra, were, what the comparables indicate, above market. In this regard, it is simply the better position to recommend that contained in the Parties' Tentative Agreement despite the ultimate outcome that might result as eluded to by the Union Advocate.

IV. ISSUE FOUR - ARTICLE 16 - SECTION 16.1 - SERVICE CREDIT (LONGEVITY)

As stated previously, the Union takes the position that the provisions contained in the Tentative Agreement be implemented and recommended by the Fact Finder, whereas the City, based on the Union's rejection of the Tentative Agreement, reverts back to that which was contained in the predecessor Collective Bargaining Agreement. The Union, as it indicates, argues that the City simply does not have any inability to pay argument based on its overall financial condition. The City has more than enough funding to maintain that contained in the Tentative Agreement. The City, on the other hand, indicates that the total wage and benefit package exceeds those of Fire Fighters comparable jurisdictions, and that such is in line with other employees within the City.

RECOMMENDATION AND RATIONALE

As set forth in the Tentative Agreement the Following represents the Service Credit payments for the ranks of Fire Fighter, Lieutenant, Captain and Battalion Chief as follows:

Year One of Tentative Agreement - 6 to 12 years of service \$400.00; 13 to 18 years of service \$500.00; 19 to 24 years of service \$650.00; 25 or more years of service \$1,000.00

Year Two of Tentative Agreement - 6 to 12 years of service \$450.00; 13 to 18 years of service \$550.00; 19 to 24 years of service \$750.00; 25 or more years of service \$1,000.00

Year Three of the Tentative Agreement - 6 to 12 years of service \$550.00; 13 to 18 years of service \$650.00; 19 to 24 years of service \$800.00; 25 or more years of service \$1,000.00

The predecessor Collective Bargaining Agreement contained service credit or longevity payments in the amounts of the following: 8 to 14 years of service \$350.00; 14 to 20 years of service \$450.00; and over 20 years of service \$600.00.

Obviously, based on the evidence provided, it would be disadvantageous to the Union for the Fact Finder to tamper with such a substantial improvement in the Tentative Agreement rejected by the Union membership. The Union membership would be hard pressed to take the position that it should not receive that contained therein or that such is, in some way, inadequate. The Fact Finder is of the opinion that this is indeed a reasonable benefit improvement that is in line with the comparables provided as well as those of an internal nature. (See, Attachment "D").

ISSUE V - ARTICLE 18 - INSURANCE

Again, as is apparent throughout the course of this proceeding the Party deemed to have gained significantly is proposing to retain that contained in the Tentative Agreement. This issue proves no exception. The City proposes to retain the Tentative Agreement language whereas the Union proposes to return to the current language contained in the predecessor Collective Bargaining Agreement which does not contain the PPO provision sought by the City.

RECOMMENDATION AND RATIONALE

As has been consistent throughout this proceeding, the City contends that the economic package as contained in the Tentative Agreement, would not exist but for that which was obtained relative to the rank-for-rank provisions agreed to by the Parties. It is important to note that the Union's inclusion into the PPO plan is conditioned upon the FOP agreeing to the Co-Insurance provision sought by the City. The Record demonstrates that this Union is the only Bargaining Unit that does not participate in the PPO, and the costs and administrative benefits

generally of having all employees within a municipality under the same insurance plan is primary to receiving the cost and benefit - improvements without passing the costs on to the employee. The language in the Tentative Agreement does not require the Union to join the PPO until the January 1st date on which other City employees covered by the PPO is subject to a 80/20% in-network co-insurance provision, and 60/40% out-of-network co-insurance provision. The Union would only be required to enter the PPO if the City were able to get the FOP to agree to the above co-insurance provisions rather than the current 90/10% provision that the Police currently have. In this regard such is conditioned upon acceptance of the Co-Insurance Provision by the FOP in order for this Union to be compelled to participate in this plan.

It appears to the Fact Finder that the Union has "nothing to lose" in this regard with respect to that being conditioned on the FOP's acceptance of the Co-Insurance Provision. As set forth in City Exhibits - 38 and 39, respectively, over \$30 million in insurance costs were expended in 1997 for a per employee average of \$3,880.00, whereas the Employee cost for the IAFF members was \$4,228.00, or 9% above that average. Moreover, the evidence of Record demonstrates that the PPO plan proposed by the City would pose no disruption to Union membership as 96% of the health care providers currently utilized by this Bargaining Unit are already included in the PPO plan.

In the opinion of the Fact Finder, there simply exists no justification to tamper with the "conditional" language contained in the Tentative Agreement relative to the implementation of the PPO plan proposed by the Employer and as agreed to by the Parties in the Tentative Agreement. (For Comparable Data, See Attachment "E").

ISSUE VI - ARTICLE 19 - UNIFORMS

In the Parties' expired Collective Bargaining Agreement, the Employees were responsible for the purchase and replacement of their own uniforms and were provided a \$600.00 annual uniform maintenance allowance. The City notes that in an attempt to enhance the economic package as set forth in the Tentative Agreement, it would have been responsible

for the replacement of required uniforms under a voucher system established by the Division in addition to continuing to provide a \$600.00 annual uniform maintenance allowance. The Union notes that over the life of the existing Collective Bargaining Agreement the City has provided the Police free uniforms, has replaced those uniforms, and has spent millions of dollars in the process. The Police have received an annual maintenance "uniform" allowance of \$700.00, and \$1,050.00 for "plain clothes." Such represents \$100.00 to \$200.00 increase over that of the Fire Division. Effective January 1, 1999, the Police allowances were increased to \$850.00 and \$1,200.00, respectively. The Union notes that during these negotiations the City has agreed to begin to supply uniforms to the Fire Division which it characterizes as a good first step, however, it reluctantly agreed to accept the present maintenance allowance of \$600.00 for "uniform," and \$850.00 for "non-uniform" expenditures. Such, as it characterizes, is \$250.00 and \$350.00 per year below what the Police receive. Inasmuch as the Union proposes to adopt the language of the Tentative Agreement, it contends that such remains inadequate.

RECOMMENDATION AND RATIONALE

Based on the evidence presented, it would be disadvantageous for the Fact Finder to recommend deviation from the improvements gained in the language of the Parties' Tentative Agreement. Not only would the City be responsible for replacing required uniforms under a voucher system which is different from that contained in the predecessor Collective Bargaining Agreement, it also has agreed to continue to provide \$600.00 annual uniform maintenance allowance. Contrary to the Union's assertion, such is a substantial improvement over that which was contained in the predecessor agreement. Comparison to the Police Division relative to "uniforms" cannot be achieved. Based on the schedules alone, Police wear their uniforms more frequently, and the Police uniform consists of more articles, etc., than that of a Fire Fighter. Finally, the language of the Tentative Agreement, places these Employees in better position with the Comparable Jurisdictions submitted. (See, Attachment "F"). In the opinion of the Fact Finder, such is the better position. In this regard, the language in the Tentative Agreement shall be recommended.

ISSUE VII - ARTICLE 27 - SECTION 27.3 - SICK LEAVE SEPARATION PAYOUT

The Parties' expired Collective Bargaining Agreement provide the following payout schedule, upon separation, for accumulated sick leave as follows:

- 0 to 320 hours paid at a 1 to 8 ratio
- 321 to 2004 hours paid at a 1 to 4 ratio
- 2004 or more hours paid at a 1 to 1 ratio

As set forth in the Union's evidentiary packet, while even though it indicates that certain economic conditions are inadequate relative to that contained in the Tentative Agreement, it proposes to maintain that benefit contained in the Tentative Agreement relative to this Article. The City indicates that as part of an overall economic package, the Tentative Agreement called for increases to the payout schedule which would have made it the same as that of the Police Officers. Since the Tentative Agreement had been rejected by the Union any increase is not justified at this time.

RECOMMENDATION AND RATIONALE

In accordance with the terms of the Tentative Agreement, the Sick Leave Separation Payout provision reads as follows:

- 0 to 1,000 hours paid at a 1 to 6 ratio
- 1,001 to 2,100 hours paid at a 1 to 3 ratio
- 2,101 or more hours paid at a 1 to 1 ratio

It is apparent based on comparison of the expired language and that contained in the Tentative Agreement, that indeed such is more favorable to Members within this Bargaining Unit in that the payout contains benefits for a better ratio and additional hours for this benefit. The Record demonstrates that the initial step in this pay schedule has a better payout ratio and is applicable to hours up to 1,000. The second step is paid at even a better ratio than the expired language, and reduces the number of hours for the 1 to 3 ratio pay schedule provision. Additionally, such as indicated is consistent with that contained within the Police contract. Such would represent an increased cost to the City of 36% for those Employees who accumulate the

maximum sick leave; and, a 26% increase over the current payout schedule. As has been repeatedly stated, it would be disadvantageous to Members of this Bargaining Unit to revert back to the expired agreement or have modification of that contained in the Tentative Agreement language, relative to this Article. (See, Attachment "G"). Based thereon, in the opinion of the Fact Finder, it places these individuals in a more favorable position based on the payout level of this benefit. In that regard, the language contained in the Tentative Agreement shall be recommended herein.

ISSUE VIII - ARTICLE 38 - PHYSICAL FITNESS PROGRAM

The City maintains that the Tentative Agreement made no changes to the Physical Fitness provision of the expired Collective Bargaining Agreement, therefore, it does not propose any change in the Tentative or the expired agreements. The Union notes that this concept was initially discussed during the 1996 negotiations to which it had no objection, however, it argues that the punitive measures through the disciplinary action process are unnecessary to garner success in the program which it contends is untested and experimental in nature. The Union notes that despite the City's assurances that it would implement this physical fitness program with the Police Division with the discipline component, such was not. The Police Division's Physical Fitness program does not contain a disciplinary feature, and it was so agreed upon with the FOP without intervention of any Neutral.

RECOMMENDATION AND RATIONALE

The Parties' expired agreement and that of the Tentative Agreement relative to this provision, contains a Physical Fitness Program that in the opinion of the Fact Finder has a reasonable basis in scope and concept while also imposing upon Employees the responsibility to adhere to and seek performance goals that may subject them to progressive discipline. It is the progressive discipline aspect that the Union contends is neither necessary and is simply unjustified since the program is so new and is experimental in nature. Based on the protracted negotiation process concerning the 1996 Tentative Agreement, and that awarded by the Fact

Finder in 1997, the program provides for health screening, employees on-duty time for exercise purposes, and the opportunity for cash incentives for achieving certain job-related fitness goals. As previously stated, the concept behind such a program is indeed reasonable since the job of a Fire Fighter requires one to be in good physical condition. Based on the amount of gear that a Fire Fighter has to utilize during the course of fire prevention, etc., it would behoove Employees to take advantage of such a benefit. On the other hand, the City, in the opinion of the Fact Finder, has a legitimate basis for requiring that the Employees engaged in physical activity of this nature, i.e., the job of a Fire Fighter predominantly requires physical exertion, to be in the best possible condition physically they can be.

A program of this nature would enhance that concept, while also providing Employees incentives to receive upon achieving certain performance goals. As with any type of "requirement," there has to exist some level of "policing," it in order to ensure its success. If Employees are not subject to any kind of repercussions, then the likelihood that meaningful participation to obtain the ultimate goals under such a program would not be realized. As the City has indicated, it has recently contracted for the purchase of fitness equipment and Employee medical examinations. Its existence at Fire Stations provides a luxury to Employees who are not required to leave the premises and can participate in an exercise program when time at the Station House would permit. The progressive discipline process, as is always the case with discipline of any nature, usually applies only to those Employees who refuse to participate, refuse to comply with reasonable expectations set by the Employer, and who fail to make sufficient progress toward job-related fitness goals. The policing aspect for the implementation of disciplinary action for failure to comply therewith, would be subject to the grievance process of the Parties' agreement. It is important to note that the Union's argument that the Police do not have any disciplinary component is not well taken because of the nature of the job and reference to the comparability of work arguments previously discussed. The Police Officer works an eight (8) hour shift and routinely does not have the ability to engage in an exercise

program, at work, except for times prior to or following his normal work shift. A discipline component in that regard would require the Employee to engage in activities outside the normal eight hour day. On the other hand, the Fire Fighter, who is at work on a 24 hour basis, may have the ability during times when there are no alarms, EMS runs, etc., to engage in physical activity under a physical fitness program. In that regard, there exists more opportunity for the Fire Fighter to become involved in a program while on City time as opposed to the Police Officer. In this regard, the discipline component "Policies" participation. In this regard, it is hereby recommended that the Parties maintain that contained in the Tentative Agreement which mirrored that of the expired Collective Bargaining Agreement.

CONCLUSION

For reasons more fully set forth herein above, and in consideration of the aforementioned recommendations, the subject matter of this Report is offered for consideration by these Parties. These recommendations resulted from a careful and thorough analysis of the technical and complex issues presented, and are submitted with the intent that the Parties may reach some amicable resolution to their contract impasse. The position statements presented, the evidentiary record compiled during the statutory process and the proceeding involving the Undersigned have recognized the mutual interests and concerns of the Bargaining Unit Members, the elected City Officials, the Governmental Entity as it exists, and the level of service this Unit provides to the Community of Columbus, Ohio; and, have assisted the Undersigned with the basis for this Report.

As has been reiterated throughout the course of this report and recommendation, the impact of the Parties' Tentative Agreement provides the best foundation for what the Fact Finder considers reasonable resolution to those eight (8) issues addressed herein above. As has been stated, the best indication of the Parties' intent to be bound by any agreement, is one they have reached through an exchange process in negotiations. I sincerely hope that the Parties are able to

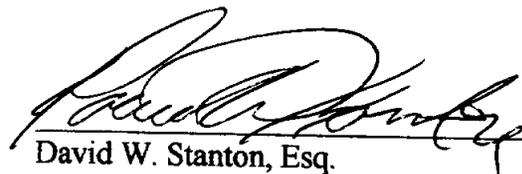
utilize this Report to facilitate resolution culminating in a successive Collective Bargaining Agreement.


DAVID W. STANTON, ESQ.
Fact Finder

November 3, 1998
Cincinnati, Ohio

CERTIFICATE OF SERVICE

I hereby certify that the forgoing Fact Finding Report has been delivered via overnight U.S. mail service and via facsimile to Ronald G. Linville, attorney for the City of Columbus and William C. Maul, attorney for IAFF, Local 67. Moreover, said Report has been submitted via overnight mail service to G. Thomas Whorley, Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, Columbus, Ohio 43215-4213, on this 4th day of November, 1998.


David W. Stanton, Esq.

ATTACHMENT "A"
12 PAGES

**CITY OF COLUMBUS
1998 FIREFIGHTER NEGOTIATIONS
INTERNAL COMPARISON
CALENDAR-YEAR WAGE-RATE INCREASES
1986-2000**

Year	IAFF	AFSCME (1632)	AFSCME (2191)	CMAGE "D" Level	CMAGE "E" Level	FOP	OLC
1986	5.0%	5.0%	5.0%	4.8%	5.0%	6.0%	N/A
1987	6.1%	3.2%	3.2%	2.9%	3.3%	6.0%	N/A
1988	3.0%	4.1%	4.1%	3.8%	4.3%	4.5%	N/A
1989	3.9%	3.9%	3.9%	3.6%	4.1%	5.0%	N/A
1990	7.0%	4.0%	4.0%	4.0%	6.1%	5.0%	6.6%
1991	7.0%	4.0%	4.0%	4.0%	4.0%	5.2%	6.6%
1992	7.0%	4.0%	4.0%	4.0%	4.0%	7.0%	6.1%
1993	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	0.0%
1994	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	4.0%
1995	3.0%	3.0%	3.0%	3.0%	3.0%	4.0%	3.0%
1996	4.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
1997	4.0%	3.0%	3.0%	3.0%	3.0%	4.0%	3.0%
1998	3.0%*	3.0%	3.0%	3.0%	3.0%	4.0%	3.0%
1999	3.0%*	N/A	N/A	N/A	N/A	N/A	4.0%
2000	3.0%*	N/A	N/A	N/A	N/A	N/A	3.0%
AVERAGE 1986-1997	4.67%	3.60%	3.60%	3.51%	3.82%	4.64%	4.04%*

Source: Collective Bargaining Agreements

IAFF - 1998 through 2000 per the City's proposal

FOP - the 1995 increase was divided into two separate 2% increases which were given on December 3, 1995 and January 28, 1996 (56 days apart)

FOP - Pension Pick-up was increased as follows: .5% for 1992, .5% for 1995, .5% for 1996

OLC - increases shown here apply to S6 range, top step only; all other steps may have received lesser increases, S7 and S8 range added in 1995

OLC - Pension pick-up decreased as follows: 3.5% for 1989, 2.5% for 1990, & 2.5% for 1991 (leaving 0% picked up by the employer on behalf of the employee)

OLC* - Average calculation is based on years 1990 through 1997
Wage rate increases do not include increases in pension pick-up

**CITY OF COLUMBUS
1998 FIREFIGHTER NEGOTIATIONS
COMPARABLE JURISDICTIONS
CALENDAR-YEAR WAGE-RATE INCREASES
1990-1998**

Year	Akron	Cincinnati	Cleveland	Columbus	Dayton	Indianapolis	Louisville	Pittsburgh	Toledo
1990	3.0%	4.5%	5.0%	7.0%	4.25%	6.0%	3.5%	4.3%	0.0%
1991	3.0%	4.0%	0.0%	7.0%	4.0%	5.0%	3.5%	5.1%	2.0%
1992	3.0%	3.0%	8.3%	7.0%	4.0%	3.0%	3.5%	5.0%	2.0%
1993	4.0%	3.0%	4.0%	3.0%	4.0%	4.0%	3.0%	4.0%	2.5%
1994	3.5%	2.5%	2.0%	3.0%	4.0%	3.0%	3.0%	5.0%	5.0%
1995	3.5%	2.5%	3.0%	3.0%	3.0%	3.1%	3.0%	3.75%	2.5%
1996	3.25%	2.5%	3.0%	4.0%	3.25%	3.3%	3.0%	3.0%	3.0%
1997	3.0%	2.75%	3.0%	4.0%	3.75%	3.5%	3.0%	2.5%	3.5%
1998	3.5%	N/A	N/A	3.0%*	3.75%	3.48%	N/A	2.5%	4.0%

Columbus* - per the City's proposal

Wage rate increase includes increases in pension pick-up where applicable

Source: Collective Bargaining Agreements

CITY OF COLUMBUS
 1998 FIREFIGHTER NEGOTIATIONS
 COMPARABLE JURISDICTIONS
 TOP BASE FIREFIGHTER WAGES

YEAR	AKRON	CINCINNATI	CLEVELAND	COLUMBUS	DAYTON	INDIANAPOLIS	LOUISVILLE	PITTSBURGH	TOLEDO
1990	\$30,605	\$32,660	\$30,799	\$31,821	\$30,638	\$28,862	\$22,333	\$30,597	\$35,632
1991	\$31,523	\$34,130	\$32,399	\$34,055	\$31,949	\$30,594	\$23,115	\$31,924	\$35,632
1992	\$32,469	\$35,496	\$32,399	\$36,447	\$33,218	\$32,098	\$23,924	\$33,572	\$36,344
1993	\$33,443	\$36,560	\$35,097	\$37,531	\$34,546	\$33,059	\$24,761	\$35,251	\$37,071
1994	\$34,781	\$37,659	\$36,481	\$38,659	\$35,928	\$34,392	\$25,504	\$36,661	\$37,997
1995	\$36,005	\$38,599	\$37,242	\$39,833	\$37,365	\$35,402	\$26,269	\$38,494	\$39,919
1996	\$37,265	\$39,563	\$38,359	\$41,435	\$38,486	\$36,513	\$27,057	\$39,937	\$40,917
1997	\$38,476	\$40,651	\$39,510	\$43,082	\$39,737	\$37,725	\$27,870	\$40,935	\$42,353
1998	\$39,630	N/A	N/A	\$44,375	\$41,227	\$39,038	N/A	\$41,958	\$44,054
Summary									
Increase 1990-1997	\$7,871	\$7,991	\$8,711	\$11,261	\$9,099	\$8,863	\$5,537	\$10,338	\$6,721
Increase 1990-1997	25.72%	24.47%	28.28%	35.39%	29.70%	30.71%	24.79%	33.79%	18.86%
Average Increase	3.67%	3.50%	4.04%	5.06%	4.24%	4.39%	3.54%	4.83%	2.69%

**CITY OF COLUMBUS
1998 FIREFIGHTER NEGOTIATIONS
COMPARABLE JURISDICTIONS**

**TOP STEP FIREFIGHTER SALARY
AS OF DECEMBER 31, 1997**

<u>JURISDICTION</u>	<u>SALARY*</u>	<u>PERCENT OF COLUMBUS</u>
Columbus	43,082	100.0%
Toledo	42,353	98.3%
Dayton	41,227	95.7%
Pittsburgh	40,935	95.0%
Cincinnati	40,651	94.4%
Cleveland	39,510	91.7%
Akron	38,476	89.3%
Indianapolis	37,725	87.6%
Louisville	27,870	64.7%
Average:	\$38,593	89.6%

* Rates include pension pick up where applicable (Columbus - 8.5%; Indianapolis - 1%; Toledo - 1.5%)

Source: Collective Bargaining Contracts

**CITY OF COLUMBUS
1998 FIREFIGHTER NEGOTIATIONS
COMPARABLE JURISDICTIONS**

**TOP STEP LIEUTENANT SALARY
AS OF DECEMBER 31, 1997**

<u>JURISDICTION</u>	<u>SALARY*</u>	<u>PERCENT OF COLUMBUS</u>
Columbus	49,966	100.0%
Toledo	49,129	98.3%
Dayton	47,836	95.7%
Cincinnati	47,160	94.4%
Cleveland	45,832	91.7%
Pittsburgh	45,029	90.1%
Akron	44,700	89.5%
Indianapolis	42,806	87.7%
Louisville	29,613	59.3%
Average:	\$44,013	88.1%

* Rates include pension pick up where applicable (Columbus - 8.5%; Indianapolis - 1%; Toledo - 1.5%)

Source: Collective Bargaining Contracts

**CITY OF COLUMBUS
1998 FIREFIGHTER NEGOTIATIONS
COMPARABLE JURISDICTIONS**

**TOP STEP CAPTAIN SALARY
AS OF DECEMBER 31, 1997**

<u>JURISDICTION</u>	<u>SALARY*</u>	<u>PERCENT OF COLUMBUS</u>
Columbus	57,977	100.0%
Toledo	56,499	97.5%
Dayton	55,477	95.7%
Cincinnati	54,700	94.3%
Cleveland	53,165	91.7%
Akron	51,879	89.5%
Pittsburgh	49,532	85.4%
Indianapolis	48,255	83.2%
Louisville	33,831	58.4%
Average:	\$50,417	87.0%

* Rates include pension pick up where applicable (Columbus - 8.5%; Indianapolis - 1%; Toledo - 1.5%)

Source: Collective Bargaining Contracts

**CITY OF COLUMBUS
1998 FIREFIGHTER NEGOTIATIONS
COMPARABLE JURISDICTIONS**

**TOP STEP BATTALION CHIEF SALARY
AS OF DECEMBER 31, 1997**

<u>JURISDICTION</u>	<u>SALARY*</u>	<u>PERCENT OF COLUMBUS</u>
Columbus	67,253	100.0%
Dayton	64,358	95.7%
Toledo	63,844	94.9%
Cincinnati	63,456	94.4%
Cleveland	61,671	91.7%
Akron	60,361	89.8%
Pittsburgh	59,934	89.1%
Indianapolis	54,456	81.0%
Average:	\$61,154	91.0%

* Rates include pension pick up where applicable (Columbus - 8.5%; Indianapolis - 1%; Toledo - 1.5%)

Source: Collective Bargaining Contracts

**CITY OF COLUMBUS
1998 FIREFIGHTER NEGOTIATIONS
COMPARABLE JURISDICTIONS**

**TOP STEP DEPUTY CHIEF SALARY
AS OF DECEMBER 31, 1997**

<u>JURISDICTION</u>	<u>SALARY*</u>	<u>PERCENT OF COLUMBUS</u>
Columbus	72,105	100.0%
Toledo	71,505	99.2%
Akron	69,862	96.9%
Pittsburgh	65,927	91.4%
Average:	\$69,098	95.8%

* Rates include pension pick up where applicable (Columbus - 8.5%; Toledo - 1.5%)

Source: Collective Bargaining Contracts

**CITY OF COLUMBUS
1998 FIREFIGHTER NEGOTIATIONS
COMPARABLE JURISDICTIONS**

**TOP STEP ASSISTANT CHIEF SALARY
AS OF DECEMBER 31, 1997**

<u>JURISDICTION</u>	<u>SALARY*</u>	<u>PERCENT OF COLUMBUS</u>
Columbus	90,475	100.0%
Dayton	79,411	87.8%
Indianapolis	72,153	79.7%
Cleveland	71,541	79.1%
Louisville	65,727	72.6%
Average:	\$72,208	80.0%

* Rates include pension pick up where applicable (Columbus - 8.5%; Indianapolis - 1%; Toledo - 1.5%)

Source: Collective Bargaining Contracts

**CITY OF COLUMBUS
1998 FIREFIGHTER NEGOTIATIONS
COMPARABLE JURISDICTIONS
FIREFIGHTER WAGES PLUS EMS DIFFERENTIAL**

<u>JURISDICTION</u>	<u>SALARY*</u>	<u>PERCENT OF COLUMBUS</u>
Columbus	46,529	100.0%
Toledo	44,894	96.5%
Cincinnati	43,088	92.6%
Pittsburgh	40,935	88.0%
Cleveland	39,510	85.0%
Indianapolis	39,425	84.7%
Akron	38,476	82.7%
Louisville	27,870	59.9%
Dayton	N/A	
Average:	\$39,171	84.2%

* Rates include pension pick up where applicable (Columbus - 8.5%; Indianapolis - 1%; Toledo - 1.5%) as of December 31, 1997

Source: Collective Bargaining Contracts

**1998 FIREFIGHTER NEGOTIATIONS
COMPARABLE JURISDICTIONS
PENSION PICK-UP**

JURISDICTION	% PAID BY EMPLOYER ON EMPLOYEE'S BEHALF
COLUMBUS	8.5
Akron	0
Cincinnati	0
Cleveland	0
Dayton	0
Indianapolis	1
Louisville	0
Pittsburgh	0
Toledo	1.5

As of December 31, 1997

Source: Collective Bargaining Contracts

**CITY OF COLUMBUS
 1998 FIREFIGHTER NEGOTIATIONS
 POLICE AND FIRE PAY COMPARISONS
 (Current Maximum Police Officer and Firefighter Wages and Benefits)**

	<u>Firefighter</u>	<u>Police Officer</u>
Annual Salary	\$39,707	\$45,282
8% 40hr Differential	3,177	0
Service Credit*	600	1,050
Holiday Pay**	3,818	1,916
Pension Pickup	4,021	3,136
City Share of Pension	11,352	9,408
Uniform Allowance	600	700
	<hr/>	<hr/>
Total Compensation	\$63,275	\$61,492

** 40hr/week firefighters receive twelve and one-half days off plus cash payment of \$1,909 per year as holiday pay. The value of both the time off and cash payment is included.

* Maximum service credit for Fire is \$600 after 20 yrs and \$1,050 after 25 yrs for Police.

ATTACHMENT "B"
1 PAGE

**CITY OF COLUMBUS
1998 FIREFIGHTER NEGOTIATIONS
COMPARABLE JURISDICTIONS
RANK DIFFERENTIAL**

Jurisdiction	Lieutenant	Captain	Battalion Chief	Deputy Chief	Assistant Chief
CURRENT CONTRACT	16.0%	16.0%	16.0%	16.0%	16.0%
CITY PROPOSAL	Current Cont.	Current Cont.	Current Cont.	Current Cont.	Current Cont.
IAFF PROPOSAL	18.0%	18.0%	18.0%	16.0%	16.0%
Akron	16.2%	16.0%	16.1%	16.0%	No comp.
Cincinnati	16.0%	16.0%	16.0%	No comp.	No comp.
Cleveland	16.0%	16.0%	16.0%	No comp.	No comp.
Dayton	16.0%	16.0%	16.0%	No comp.	No comp.
Indianapolis	13.9%	13.1%	13.2%	No comp.	No comp.
Louisville	6.3%	14.2%	76.0%	10.0%	No comp.
Pittsburgh	10.0%	10.0%	21.0%	10.0%	No comp.
Toledo	16.0%	15.0%	13.0%	13.0%	No comp.

Source: Collective Bargaining Agreements

ATTACHMENT "C"
1 PAGE

**CITY OF COLUMBUS
1998 FIREFIGHTER NEGOTIATIONS
1997 RANK-FOR-RANK OVERTIME**

	<u>Lieutenants</u>	<u>Captains</u>	<u>Battalion Chiefs</u>	<u>Total</u>
Dollar Amount	864,369	\$216,839	\$134,481	\$1,215,689
Number of Officers	158	54	25	237
Average Per Officer	\$5,470.69	\$4,015.53	\$5,379.24	\$5,129.49

ATTACHMENT "D"
4 PAGES

**CITY OF COLUMBUS
1998 FIREFIGHTER NEGOTIATIONS
COMPARABLE JURISDICTIONS
SERVICE CREDIT**

Jurisdiction	SERVICE CREDIT
Current Contract	Over 8 year - \$350 Over 14 years - \$450 Over 20 years - \$600
City Proposal	Current Contract
IAFF Proposal	<u>Year 1:</u> •6 – 12 years - \$400 •13 – 18 years - \$500 •19 – 24 years - \$650 •25 or more years - \$1000 <u>Year 2:</u> •6 – 12 years - \$450 •13 – 18 years - \$550 •19 – 24 years - \$700 •25 or more years - \$1000 <u>Year 3:</u> •6 – 12 years - \$550 •13 – 18 years - \$650 •19 – 24 years - \$800 •25 or more years - \$1000
Akron	5 years - \$951 6 years - \$991 7 years - \$1030 8 years - \$1070 9 years - \$1110.... 30 years & over - \$1942
Cincinnati	8 years - \$475 14 years - \$525 20 years - \$600
Cleveland	5 years - \$150 10 years - \$325 15 years - \$425 20 years - \$550 25 years - \$650

Dayton	5 years - \$150 10 years - \$300 15 years - \$450 20 years - \$600
Indianapolis	4 years - \$70 5 years - \$140 (\$70 increases until year 13) 13 years - \$700 14 years - \$800 (\$100 increases per year thereafter except for 19th which is \$400 increase)
Louisville	3 years - \$550 4 years - \$1100 5 years - \$3542 6 years - \$3629.....
Pittsburgh	5 years - 2% of base 6 years - 2.25% of base 7 years - 2.50% of base 8 years - 2.75% of base 9 years - 3% of base.....
Toledo	Rolled into base wages

Source: Collective Bargaining Contracts

**CITY OF COLUMBUS
1998 FIREFIGHTER NEGOTIATIONS
INTERNAL COMPARABLES
SERVICE CREDIT**

Jurisdiction	SERVICE CREDIT
Current Contract	Over 8 year - \$350 Over 14 years - \$450 Over 20 years - \$600
City Proposal	Current Contract
IAFF Proposal	<u>Year 1:</u> • 6 – 12 years - \$400 • 13 – 18 years - \$500 • 19 – 24 years - \$650 • 25 or more years - \$1000 <u>Year 2:</u> • 6 – 12 years - \$450 • 13 – 18 years - \$550 • 19 – 24 years - \$700 • 25 or more years - \$1000 <u>Year 3:</u> • 6 – 12 years - \$550 • 13 – 18 years - \$650 • 19 – 24 years - \$800 • 25 or more years - \$1000
AFSCME 1632	5 years - \$200 8 years - \$300 14 years - \$400 20 years - \$500 25 years - \$600
AFSCME 2191	5 years - \$200 8 years - \$300 14 years - \$400 20 years - \$500 25 years - \$600
CMAGE	5 years - \$450 8 years - \$550 14 years - \$650 20 years - \$750 25 years - \$850

FOP	6 years - \$850 13 years - \$900 19 years - \$950 25 years - \$1050
OLC	6 years - \$400 12 years - \$575 20 years - \$750

Source: Collective Bargaining Contracts

ATTACHMENT "E"
3 PAGES

CITY WIDE INSURANCE PROGRAM COSTS

Feb. 1, 1997 through January 31, 1998

Accumulative totals	AFSCME/OLC	CMAGE	MCP	POLICE (1)	FIRE (1)
MEDICAL	6,453,299.22	2,013,611.94	894,790.08	4,487,127.40	3,467,312.28
DENTAL	959,479.65	415,747.26	249,700.06	897,092.72	659,408.92
LIFE	125,528.55	61,755.78	55,876.06	111,111.07	76,804.23
DISABILITY	1,025,551.56	272,678.52	212,807.96		
VISION	225,626.19	115,847.41	60,005.50	190,148.00	127,576.88
DRUG	2,008,283.58	818,980.53	400,393.78	1,135,805.63	745,171.44
COBRA					
RISK MGMT					
MISC. (3)					
GROUP TOTAL	10,797,768.75	3,698,621.44	1,873,573.44	6,821,284.82	5,076,273.75
Cost distribution for COBRA claims, Adm fees, Risk Mgmt, & misc. (2)					
	641,206.87	259,536.11	132,312.53	373,189.18	290,069.77
Cost distribution for Disability Adm fees					
	28,805.01	11,191.69	7,293.58	NA	NA
TOTAL PLAN COSTS	11,467,780.63	3,969,349.24	2,013,179.55	7,194,474.00	5,366,343.52
AVE. COST PER EMPLOYEE	\$ 4,083.97	\$ 3,638.27	\$ 2,831.48	\$ 4,336.63	\$ 4,228.80
No. Employee's (2-14-98)	2808	1091	711	1659	1269
Percent of City EE's	0.378	0.153	0.078	0.22	0.171
Percent of distribution for disability (total for groups 4610)	0.61	0.24	0.15	N/A	N/A

Notes:

1. Disability admn. fees not included in Police or Fire totals
2. Distributed COBRA and Adm fees proportionately between all groups
3. Benefit booklets/ Vendors reimbursed expense
4. COBRA claims, & adm fees reflect City wide totals
5. Unemployment expenses not included with these expenses

Prepared by

Risk Management

CITY OF COLUMBUS
1998 FIREFIGHTER NEGOTIATIONS
INTERNAL COMPARISONS
TYPE OF PLAN

Unit	Type of Plan
OLC	PPO
AFSCME*	PPO
CMAGE**	PPO
MCP	PPO
FOP	PPO
IAFF	Comprehensive Major Medical

*Includes AFSCME Locals 1632 and 2191

**Includes CMAGE local and Health

CITY OF COLUMBUS
1998 FIREFIGHTER NEGOTIATIONS
INTERNAL COMPARISONS
CO-INSURANCE
(IN-NETWORK)

Unit	Single	Family
OLC	\$400 (20% of \$2,000)	\$800 (20% of \$4,000)
AFSCME*	\$300 (20% of \$1,500)	\$400 (20% of \$2,000)
CMAGE**	\$600 (20% of \$3,000)	\$1,200 (20% of \$6,000)
MCP	\$600 (20% of \$3,000)	\$1,200 (20% of \$6,000)
FOP	\$400 10% of \$2,000 (for Hospital) 10% of \$2,000 (for Supplemental and Medical/Surgical)	\$400 10% of \$2,000 (for Hospital) 10% of \$2,000 (for Supplemental and Medica/Surgical)
IAFF	\$300 (20% of \$1,500)	\$400 (20% of \$2,000)

*Includes AFSCME Locals 1632 and 2191

**Includes CMAGE Local and Health

**CMAGE figures effective 2/1/97

ATTACHMENT "F"
2 PAGES

**CITY OF COLUMBUS
1998 FIREFIGHTER NEGOTIATIONS
COMPARABLE JURISDICTIONS
UNIFORM ALLOWANCE - UNIFORMED PERSONNEL**

Jurisdiction	Annual Allowance
CURRENT CONTRACT	\$600
CITY PROPOSAL	CURRENT CONTRACT
IAFF PROPOSAL	\$600.00 plus voucher system
Akron	\$825
Cincinnati	\$450
Cleveland*	\$500 \$700 Firefighter/Medic I
Dayton	\$489.84
Indianapolis	\$400
Louisville	\$839 - Fire Prevention \$724 - Others
Pittsburgh*	\$500
Toledo (Firefighters)	\$500
Toledo (Chiefs)	\$575

Cleveland - In addition to the Maintenance Allowance above, each member shall receive a uniform clothing allowance in the form of vouchers of \$200 per year by July 31st, except Apprentice Fire Fighters - Medic I who receives \$400.

Pittsburgh - \$540 - River Rescue

Source: Collective Bargaining Agreements

**CITY OF COLUMBUS
1998 FIREFIGHTER NEGOTIATIONS
COMPARABLE JURISDICTIONS
UNIFORM ALLOWANCE - PLAINCLOTHES PERSONNEL**

Jurisdiction	Annual Allowance
CURRENT CONTRACT	\$850
CITY PROPOSAL	CURRENT CONTRACT
IAFF PROPOSAL	\$850.00 plus voucher system
Akron	\$925
Cincinnati	\$450
Cleveland*	\$500 \$700 Firefighter/Medic I
Dayton	\$489.84
Indianapolis	\$400
Louisville	\$839 - Fire Prevention \$724 - Others
Pittsburgh*	\$500
Toledo (Firefighters)	\$520
Toledo (Chiefs)	\$575

Cleveland - In addition to the Maintenance Allowance above, each member shall receive a uniform clothing allowance in the form of vouchers of \$200 per year by July 31st, except Apprentice Fire Fighters - Medic I who receives \$400.

Pittsburgh - \$540 - River Rescue

Source: Collective Bargaining Agreements

ATTACHMENT "G"
3 PAGES

**CITY OF COLUMBUS
1998 FIREFIGHTER NEGOTIATIONS
SICK LEAVE SEPARATION PAYMENT – SCENARIO
(Section 27.3)**

	Amount paid to employee separated with 2401 hours of sick leave
CURRENT CONTRACT	\$7,652.04
CITY PROPOSAL	\$7,881.60
IAFF PROPOSAL	\$10,722.23
INCREASED COST OF IAFF PROPOSAL OVER CITY'S PROPOSAL	36%

CITY PROPOSAL – indicates a 3% wage increase in addition to Current Contract, based on the City's wage proposal

IAFF PROPOSAL – indicates a 5% wage increase in addition to Current Contract and increases in separation payout schedule, based on the IAFF's proposals

**CITY OF COLUMBUS
1998 FIREFIGHTER NEGOTIATIONS
COMPARABLE JURISDICTIONS
SICK LEAVE SEPARATION PAYMENT**

Jurisdiction	PAYMENT RATIO
Current Contract	1:8 up to 320 hours 1:4 up to 2,400 hours 1:1 over 2,400 hours
City Proposal	Current Contract
IAFF Proposal	1:6 up to 1000 hours 1:3 up to 2,100 hours 1:1 over 2,100 hours
Akron	1:1
Cincinnati	No Provision
Cleveland	1:3
Dayton	30 to 140 credits – convert 1:2
Indianapolis	1:2
Louisville	No Provision
Pittsburgh	1:1 up to 115 days
Toledo	1:2 up to 200 days 1:1 over 200 days

Source: Collective Bargaining Contracts

**CITY OF COLUMBUS
1998 FIREFIGHTER NEGOTIATIONS
INTERNAL COMPARABLES
SICK LEAVE SEPARATION PAYMENT**

Jurisdiction	PAYMENT RATIO
Current Contract	1:8 up to 320 hours 1:4 up to 2,400 hours 1:1 over 2,400 hours
City Proposal	Current Contract
IAFF Proposal	1:6 up to 1000 hours 1:3 up to 2,100 hours 1:1 over 2,100 hours
AFSCME 1632	0:0 less than 400 hours 1:4 up to 950 hours 1:3 951 up to 1750 hours 1:2 1751 up to 2550 hours 1:1 over 2550 hours
AFSCME 2191	0:0 less than 400 hours 1:4 up to 950 hours 1:3 951 up to 1750 hours 1:2 1751 up to 2550 hours 1:1 over 2550 hours
CMAGE	0:0 less than 400 hours 1:4 up to 950 hours 1:3 951 up to 1750 hours 1:2 1751 up to 2550 hours 1:1 over 2550 hours
FOP	1:6 up to 1000 hours 1:3 from 1001 to 2100 hours 1:1 over 2100 hours
OLC	1:6 up to 1100 hours 1:3 from 1101 up to 2300 hours

Source: Collective Bargaining Contracts