

c

STATE EMPLOYMENT  
RELATIONS BOARD

JAN 19 9 05 AM '99

**IN THE MATTER OF FACT-FINDING  
BETWEEN**

**CITY OF BROADVIEW HEIGHTS )**

)

**AND )**

)

**CASE NO. 98-MED-04-0395**

)

**INTERNATIONAL ASSOCIATION )**

)

**OF FIRE FIGHTERS, LOCAL 3646 )**

)

**JAMES M. MANCINI, FACT-FINDER**

**APPEARANCES:**

**FOR THE UNION**

**James Astorino**

**FOR THE CITY**

**Joseph F. Lencewicz**

## **SUBMISSION**

This matter concerns fact-finding proceedings between the City of Broadview Heights and the International Association of Fire Fighters, Local 3646. The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding proceedings were held on November 16 and 25, 1998.

This fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceeding, this fact-finder attempted mediation of the issues at impasse. Pursuant to mediation efforts, the parties reached a tentative agreement on all of the outstanding issues presented to fact-finding. The parties, however, opted to have this fact-finder issue recommendations reflecting the tentative settlement reached. The parties waived a hearing and agreed that the fact-finder could issue his recommendations in summary fashion. Therefore, the following recommendations are submitted in accordance with that understanding.

## **RECOMMENDATIONS**

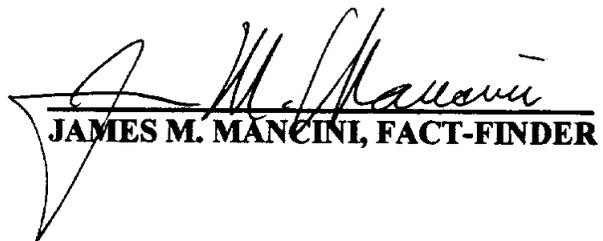
- 1. PROMOTIONS** – See Attachment “A” (Letter of Understanding including Paramedic Education Policy referred to in the Letter of Understanding).
- 2. DISCIPLINE** – Maintain current Language of (Article 11 – Discipline).

3. **LAYOFF** – See Attachment “B” (Article 25 – Layoff).
4. **PHYSICAL STANDARDS** – See Attachment “C” (Article 18 – Physical Standards).
5. **MEDICAL INSURANCE** – See Attachment “D” (Article 29 – Medical Insurance).
6. **VACATIONS** – See Attachment “E” (Article 33 – Vacations).
7. **COMPENSATION SCHEDULE** – See Attachment “F” (Article 35 – Compensation Schedule).
8. **PARAMEDIC DISCONTINUATION** – Union’s proposal rejected by the Fact-finder.
9. **CONFORMITY TO LAW** – See Attachment “G” (Article 31 – Conformity to Law) Remove “federal” in Section 1 only. No change in remaining language.
10. **UNIFORM ALLOWANCE AND MAINTENANCE** – See Attachment “H” (Article 27 – Uniform Allowance and Maintenance).
11. **PARAMEDIC AND ADVANCE EMT PAY** – See Attachment “I” (Article 36 – Paramedic and Advanced EMT Pay).
12. **DURATION OF AGREEMENT** – See Attachment “J” (Article 37 – Duration of Agreement).
13. **PROBATIONARY PERIOD** – See Attachment “K” (Article 9 – Probationary Period).
14. **RECOGNITION** (New) – See Attachment “L” (Article 3 – Recognition).
15. **OFFICER-IN-CHARGE (OIC) PAY** – See Attachment “F” (Article 35 – Compensation Schedule – Section 2).
16. **HOLIDAY PAY** (New) – See Attachment “M” (Article 34 – Holidays – Section 3 (New)).
17. **LONGEVITY** – Maintain current language of Article 28 – Longevity.

## CONCLUSION

In conclusion, this fact-finder hereby submits the above referred to recommendations on the outstanding issues presented to him for his consideration. Further, this fact-finder recommends that all tentative agreements previously reached by the parties should be incorporated into their new Collective Bargaining Agreement.

JANUARY 14, 1999

  
JAMES M. MANCINI, FACT-FINDER

LETTER OF UNDERSTANDING

"A"

This will confirm our discussions during the 1998 negotiations that the parties mutually agree to the following relative to Promotions (Article 10) and Paramedic Training:

#1) Employees hired prior to July 1, 1998 shall not be required to be certified paramedics to be eligible to take a promotional exam ~~in~~ in the city's full-time fire department;

#2) Employees hired on or after July 1, 1998 shall ~~not be~~ ~~required to be~~ required to be a certified paramedic to be eligible to take a promotional exam in the city's full-time fire department;

#3) Employees as described and contained in #1 above shall be subject to the "Paramedic Education Policy" dated December 1, 1998, from the Chief to the Firefighters.

AND

#4) The Union shall withdraw ~~the~~ ULP Case Nos. 98-ULP-07-0433 and 98-ULP-08-6464 without prejudice.

For the Union:

Jim Gato  
11/14

11/16/98 -

For the Employer:  
John F. Lawrence

# City of Broadview Heights

LEO H. BENDER, MAYOR

CITY HALL  
8936 BROADVIEW ROAD  
BROADVIEW HTS., OHIO 44147  
(216) 526-4357

LEE D. IPPOLITO  
FIRE CHIEF

FIRE STATION  
3591 EAST WALLINGS ROAD  
BROADVIEW HTS., OH 44147  
(216) 526-4493  
(216) 526-6153 FAX

## DEPARTMENTAL COMMUNICATION

TO: FULL-TIME FIREFIGHTERS  
FROM: CHIEF LEE IPPOLITO  
DATE: ~~OCTOBER 1, 1997~~ *December 1, 1998*  
SUBJECT: PARAMEDIC EDUCATION POLICY

1.) Requests for tuition and required classroom textbooks and materials would be approved and paid by the City.

2.) Employees who commence the paramedic program and fail to satisfactorily complete the program, except for medical or other bona fide reasons acceptable to the City, shall reimburse the City for the costs incurred in #1 above.

3.) Employees who satisfactorily complete the program and voluntarily leave the employment of the City for other employment or any other reason except for medical or other bona fide reasons acceptable to the City, shall reimburse the City for the costs incurred in #1 above on a pro-rated basis of each full year of service as a paramedic after certification up to a maximum of six (6) years.

1 full year of service	-	5/6 reimbursement
2 full years of service	-	2/3 reimbursement
3 full years of service	-	1/2 reimbursement etc.

#2) 4.) Employees will be permitted to attend paramedic training at no loss of their regular pay if such training occurs during their scheduled hours of work consistent with operating requirements and approved by the Chief, and provided they return to complete the balance of their scheduled hours.

3) 5.) Employees who attend paramedic training at times other than their scheduled hours of work shall not be compensated for such attendance.

4) 6.) Employees shall maintain their paramedic certification and shall perform paramedic duties for the duration of their employment with the City.

Sincerely,



Lee D. Ippolito  
Fire Chief



**ARTICLE 25  
LAYOFF**

"B"

Section 1. In the event of a lay-off, members of the bargaining unit will be laid off in accordance with their departmental seniority, or "last hired first laid off" consistent with Section 5 below, unless operational requirements, as determined by the Employer, require otherwise.

Section 2. A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of one (1) year provided that he maintains his current address and telephone number with the Employer.

Section 3. A recall from layoff will be in accordance with departmental seniority, or "last laid off first recalled," or operational requirements, as determined by the Employer if necessary.

Section 4. Employees failing to respond to recall from layoff within three (3) days of receipt shall be deemed to have quit without notice.

Section 5. For purposes of this Article, departmental seniority or "last hired first laid off," shall be determined as follows:

For employees hired on or before October 1, 1996, the Layoff list shall be established by seniority according to the following order:

1. Paramedics
2. Advanced EMT's
3. EMT/Fire Fighters
4. Fire Fighters

All other newly hired full time employees shall go to the bottom of the seniority list of Article 24, section 4 without regard to their classification.

Section 6. Full time employees who are laid off shall be given an opportunity to work part time provided there are part time employees.

Issues

Union Position

City Position

TA'd 3) Physical Standards Delete annual physicals

No change. TA'd on compromise at last session

*Jim Antone 11-16*  
*JF*  
*11/16/08*

Section 1 - No change

Section 2. Each employee shall receive once per year a physical examination at the Employee's expense up to \$300<sup>00</sup>/year. The medical doctor shall be chosen by the employee and determine whether or not the employee <sup>medically may</sup> ~~is able to~~ perform the reasonable duties and responsibilities of his classification.

"D"

**City Proposal #3**  
**Date Submitted: July 27, 1998**

**ARTICLE 29 (MEDICAL INSURANCE)**

**Section 19.1.** The Employer will provide employees covered by this Agreement the minimum levels of medical and dental coverage as summarized and contained in Appendix I and Appendix II respectively for the calendar year 1998 and Appendix B and Appendix II for the calendar year of 1999.

**Section 19.2.** Depending on the coverage the employee has selected (family or single), employees shall contribute either five percent (5%) of the monthly insurance premiums up to a maximum of seventy-five dollars (\$75.00) for family coverage or five percent (5%) of the monthly insurance premiums for single coverage up to a maximum of forty dollars (\$40.00) for single coverage. Employee contributions shall be made through payroll deductions.

**Section 19.3.** The parties agree that in their efforts to reduce hospitalization/medical costs the Citywide Joint Medical/Hospitalization Insurance Committee with a representative from the **IAFF (LOCAL 3646)** will be established and convened as necessary to review alternative insurance coverage and plans and make recommendations to the Employer. It is understood that such recommendations do not obligate either party contractually.

**Section 19.4.** If the Employer is able to obtain coverage through health maintenance organization (HMO) that has received official federal qualification status as a prepaid group practice and the Employer approves of such coverage, employees shall have the option of choosing the HMO coverage in place of the coverage furnished by the Employer in Section 19.1. If the cost for the HMO coverage is below ninety-five percent (95%) of the premium costs of coverage contained in Section 19.1, employees will not be required to contribute to their insurance premiums. If the premium costs for the HMO are above ninety-five percent (95%) of the premium costs for coverage contained in Section 19.1, employees will be required to contribute five percent (5%) of the total premium costs for the HMO coverage.

**APPENDIX I**  
**SUMMARY OF MEDICAL / HOSPITALIZATION COVERAGES**

<u>BENEFITS</u>	<u>COMPREHENSIVE MAJOR MEDICAL</u>
Dependent Age Limit	Birthdate to Age 25
Lifetime Maximum	Unlimited
Co-Insurance	80%
Deductible	\$100 Individual \$200 Family
Co-Pay Maximum (Does not include Deductible)	\$400 Individual \$800 Family
Non-Network Out-of Pocket	\$2,500 Individual \$5,000 Family
Prescription Drug Benefit	
Co-pay amount for each prescription	\$2.00
Co-pay amount for each generic prescription	\$0.00
 <u>HOSPITAL SERVICES</u>	
Non-Network Penalty	Additional 20%
Room and Board	80%
Ancillary Services	80%
X-Ray And Laboratory	80%
Hospice	80%
Private Duty Nursing	80%
Skilled Nursing Facility	80%
Home Health Care	80%
Inpatient Mental Health and Substance Abuse Services	80%, limited to \$10,000 per benefit Benefit period, \$25,000 combined Lifetime maximum
Outpatient Mental Health and Substance Abuse Services	50%, Limited to 50 visits and \$50 combined maximum per visit.
Organ Transplants (Includes pancreas as covered organ)	80%

**APPENDIX II  
SUMMARY OF DENTAL COVERAGE**

**BENEFITS**

Orthodontic Waiting Period:	None
Orthodontic Coverage available for child only (to age 19, age 25 if a student).	
Deductible for orthodontic:	\$50.00
Maximum annual/lifetime benefit per person:	\$1,000.00
Orthodontia rate of benefit:	60%
The rate of benefit for diagnostic and preventive procedures: No deductible for diagnostic and preventive procedures.	100%
Rate of benefit for basic procedures:	80%
Deductible for basic procedures:	\$50.00
Rate of benefit for major procedures:	60%
Deductible for major procedures:	\$50.00
Maximum annual benefit per person for all procedures other than orthodontia:	\$1,000.00
Maximum of three (3) deductibles per family, per year.	

**APPENDIX B**  
**SUMMARY OF MEDICAL/HOSPITALIZATION COVERAGES**

<u><b>BENEFITS</b></u>	<u><b>COMPREHENSIVE MAJOR MEDICAL</b></u>
Dependent Age Limit	Birthdate to Age 19 (Age 25 if full-time student)
Lifetime Maximum	Unlimited
Co-Insurance	80%
Deductible	\$100 Individual \$200 Family
Co-Pay Maximum (Does not include Deductible)	\$400 Individual \$800 Family
Non-Network Out-of-Pocket	\$2,500 Individual \$5,000 Family
Prescription Drug Benefit	
Co-Pay amount of each prescription	\$10.00
Co-Pay amount for each generic prescription	\$ 5.00
 <u><b>HOSPITAL SERVICES</b></u>	
Non-Network Penalty	Additional 20%
Room and Board	80%
Ancillary Services	80%
X-Ray and Laboratory	80%
Hospice	80%
Private Duty Nursing	80%
Skilled Nursing Facility	80%
Home Health Care	80%
Inpatient Mental Health and Substance Abuse Services	80%, limited to \$10,000 per benefit Benefit period, \$25,000 combined Lifetime maximum
Outpatient Mental Health and Substance Abuse Services	50%, limited to 50 visits and \$50 combined maximum per visit
Organ Transplants (includes pancreas as covered organ)	80%

"E"

### ARTICLE 33 VACATIONS

Section 1. Employees shall be entitled each year on their anniversary to the following paid time off provided that they have worked at least 1,040 hours in the one (1) year preceding their anniversary date:

Years of Consecutive Service As a full-time Employee with the City	(53 hour work week) Tours of duty	(40 hour work week) Weeks
after 1 year	2.5 Tours	1
after 2 years	5.0 Tours	2
after 7 years	7.5 Tours	3
" 12 "	10.0 "	4
" 20 "	13.5 "	5

Section 2. For purposes of this Article, twenty-four (24) hours shall equal one (1) Tour of duty. Forty hours shall equal one week.

Section 3. Vacation time may be accumulated from one (1) anniversary year to the next anniversary year only, and the total carry-over shall be limited to two (2) years of vacation credit.

" F "

**ARTICLE 35  
COMPENSATION SCHEDULE**

Section 1. Firefighters shall be compensated as follows:

<u>Firefighter</u>	<u>7/1/98-6/30/99</u>	<u>7/1/99-12/31/99</u>
First year of service	\$32,841.00	\$33,990.00
Second year of service	\$35,055.00	\$36,322.00
Third year of service	\$40,232.00	\$41,696.00
Fourth year of service	\$43,681.00	\$45,210.00
Lieutenant	\$47,612.00	\$49,280.00
Captain	\$49,796.00	\$51,540.00

NOTE: Depending upon prior experience and qualifications, an employee may be hired at any of the above steps.

Section 2. When an employee is assigned as Officer-In-Charge, in excess of four consecutive hours, that employee shall receive an additional one (\$1.00) per hour, for each hour he is acting as OIC.

10) Conformity to law  
(New)

Delete

No change

"G"

Section 1 - Remove "federal"

11/16/18

J A  
11/16

JF

3/  
ARTICLE ~~2~~  
CONFORMITY TO LAW

*Revise*  
*mit*  
*"federal"*

Section 1. This Agreement shall supersede any present and future ~~state~~ state and local Laws, along with any applicable rules and regulations and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction, whether in a proceeding between the parties or in one not between the parties, renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

Section 3. Should any Article, Section or Subsection of this Agreement be deemed invalid or unenforceable under Section 2 above, the parties shall enter into discussion on the invalid or unenforceable sections to negotiate successor sections.

"H"

**ARTICLE 27**  
**UNIFORM ALLOWANCE AND MAINTENANCE**

**Section 1.** The Employer shall furnish employees of the Fire Department with boots, coat, helmet, gloves and all other necessary equipment on a one time basis only. If any of the above equipment is damaged in the line of duty, an exchange may be permitted as determined by the Chief or his designee.

**Section 2.** Each employee, at the time of appointment, shall be issued the following:

1. 4 Uniform shirts
2. 4 Daily work shirts
3. 6 Daily work pants
4. 2 Uniform pants
5. 1 pair work shoes

**Section 3.** One year after appointment, each employee shall be eligible for an annual uniform allowance in the amount of five hundred dollars (\$500.00) during the first year of this agreement and five hundred, fifty dollars (\$550.00) during the second year of the agreement.

**Section 4.** One year after appointment, on January 1<sup>st</sup> of each year, full-time employees shall be paid an annual uniform maintenance allowance in the amount of two hundred twenty five dollars (\$225.00) by separate check. If employees cease their employment during the calendar year, the amount shall be prorated on a monthly basis.

" I "

**ARTICLE 36  
PARAMEDIC & ADVANCED EMT PAY**

Section 1. Employees qualified as a "Paramedic" shall be paid an additional two thousand, one hundred dollars (\$2,100.00) per year during the first year of this agreement; and two thousand, two hundred dollars (\$2,200.00) per year during the second year of the agreement, to be paid consistent with the employee's work schedule as part of the regular pay. As used in this section, qualified "Paramedic" shall mean an employee of the Fire Department who has successfully completed a "Paramedic" course, certified by the State of Ohio, and under the standards established by the State of Ohio, and who maintains a current "Paramedic" certification under all laws of the State of Ohio that govern said certifications, including any continuing education requirements. If the employee performs duties as a "Qualified Paramedic" for only part of the year, or remains with the Fire Department for only part of the year, the pay shall be paid pro-rata and consistent with the employee's work schedule. There shall be no lump sum payment of "Paramedic Pay".

Section 2. Employees qualified as an 'Advanced EMT' shall be paid an additional three hundred, fifty dollars (\$350.00) per year to be paid consistent with the employee's work schedule as part of the regular pay. As used in this section, qualified "Advanced EMT" shall mean an employee of the Fire Department who has successfully completed an "Advanced EMT" course, certified by the State of Ohio, and under the standards established by the State of Ohio, and who maintains a current "Advanced EMT" certification under all laws of the State of Ohio that govern said certifications, including any continuing education requirements. If the employee performs duties as a "Qualified Advanced EMT " for only part of the year, or remains with the Fire Department for only part of the year, the three hundred, fifty dollars (\$350.00) shall be paid pro-rata and consistent with the employee's work schedule. There shall be no lump sum payment of "Advanced EMT Pay".

**ARTICLE 37  
DURATION OF AGREEMENT**

"J"

**Section 1.**

- a. This Agreement shall be effective July 1, 1998 and shall remain in full force and effect through ~~DECEMBER 31, 1999~~ unless otherwise terminated as provided herein.
- b. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent not less than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipts
- c. The written provisions of this Agreement constitute the entire Agreement between the Employer and the Union.

**ARTICLE 9  
PROBATIONARY PERIOD**

"K"

Section 1. Each full-time employee appointed to a position within the Fire Department shall serve a non-contestable probationary period of one (1) full year of service with the Broadview Heights Fire Department.

"L"

**ARTICLE 3  
RECOGNITION**

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for all members of the Full Time Fire Department, excluding the Fire Chief, Officer designated to be Acting chief and all part time and seasonal employees.

"M"

**ARTICLE 34  
HOLIDAYS**

Section 1. Effective January 1, of each New Year, employees shall be entitled to one hundred forty four (144) hours of holiday pay. Holiday time off may be used in twelve (12) or twenty (24) hour blocks.

Section 2. If any employee is required to work any of the following holidays, they shall be compensated at one and one quarter (1 1/4) times their hourly rate:

New Year's Day  
Easter Day

Fourth of July  
Thanksgiving Day

Martin Luther King Day  
Memorial Day

Labor Day  
Christmas Day

Section 3. For purposes of Holiday Compensation in Section 2 above, the holiday shall be considered as the twenty-four (24) hour period commencing on or about 8:00 a.m. of the Holiday specified in Section 2 above.