

IN THE MATTER  
OF  
FACTFINDING  
BETWEEN  
THE CITY OF HUBER HEIGHTS, OHIO  
AND  
LOCAL 2926  
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,  
AFL-CIO

Hearings: December 20, 1999 and February 11, 2000  
SERB Case Nos.: 99-MED-080688  
Date of Report: March 2, 2000  
Issue: Factfinding

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REPORT AND RECOMMENDATIONS

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### Administration

By letter dated November 15, 1999, from the Ohio State Employment Relations Board, the undersigned was informed of his designation to serve as factfinder for the Parties. On December 20, 1999, a hearing was scheduled but only mediation took place. Said mediation was unsuccessful. On February 11, 2000, a second day of hearing was scheduled and went forward in which the Parties presented arguments and documentary evidence in support of positions taken. The record was closed at the end of the hearing on February 11, 2000, and is now ready for a factfinding report.

### Factual Background

The City is located outside Dayton, Ohio, and is a suburban area thereto; the Union represents approximately thirty nine (39) firefighting employees who work as Firefighter/Paramedics and Fire Lieutenants. While the bargaining unit works a 24/48 shift, most (perhaps all) of the remaining fire department employees, including the Chief, works a normal forty (40) hour work week. The fire department is comprised of forty four (44) full-time employees, which includes the thirty nine (39) bargaining unit members. The fire department is responsible for providing emergency fire fighting and paramedic service to Huber Heights and other surrounding areas. The surrounding areas are covered through "automatic mutual aid" agreements and include Dayton, Riverside, Vandalia, Butler Township, Fairborn, Wright-Patterson AFB, and Bethel Township. Other bargaining units are in the City, but, other than the FOP, were not specifically identified as part of this factfinding process.

The Parties have been bargaining since 1984 and this is the sixth (6<sup>th</sup>) collective bargaining agreement they have bargained for. The Union focused on the fact that in the previous five (5) bargaining agreements the Parties have never before needed factfinding or conciliation. Other than

the use of a federal mediator in 1996, the Union contends that the Parties have never before been unable to reach agreement through negotiations. It raises this fact as evidence that the attitude of management has changed and that this change is the underlying cause of the Parties inability to reach agreement here.

Prior to the beginning of the hearing, an all day mediation session was entered into by the factfinder, but was unsuccessful. During this process, it was clear that a major hurdle for the Parties in reaching an Agreement was the City's contention that it needed a change in the health care benefit. The current benefit is a fully paid, self-insured health care program where employees pay nothing. The City argued that the Union chose to make numerous unreasonable, unsupported proposals for new benefits due to the need of the City to change the health care benefit. It argued that its proposals, in contrast, were based on the market, comparable benefits. The City complains that if the Union is successful in keeping the *status quo* with health care, the remainder of the employees will be demoralized and will see that it is to their collective benefit to risk factfinding and throw in as many new proposals as possible as this Union has done.

The Union complained that it needed the inclusion of new benefits to offset the loss of health care benefits if a change is recommended. Moreover, it was concerned that while the City has asserted that it needs a new health care plan, it has failed to provide any details or associated costs. Without such details, the Union complains that it was and is unable to adequately evaluate whether it is getting an adequate health care package. Indeed, it was the Union's position that the current health care did not need to be changed since the cost problems associated with the health care plan are solely attributable to the bad management of the City.

During the negotiations the Union presented the City with four (4) comparable local fire

departments — Fairborn, Greene County seat Xenia, Miamisburg, and Kettering. The City then based its proposals and positions in this factfinding on those four (4) outside comparables. At the hearing the Union relied on other comparables in addition to these four (4). It argued that while these were legitimate comparables, reference to them alone fails to consider the fact that this employer is prosperous but refuses to share the wealth. It contends that in this contract the City is asking for too many concessions. It contends that the process of negotiating that the City undertook was to begin negotiating with this Union; then stop negotiating with this Union to complete negotiating with other weaker unions; and only then to come back to this Union to complete negotiations.

Section 4117-9-05 of SERB's administrative rules addresses the issues that a factfinder must consider when making recommendations. That section, in pertinent part, reads as follows:

(K) The fact-finding panel, in making recommendations, shall take into consideration the following factors pursuant to division (C)(4)(e) of section 4117.14 of the Revised Code:

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) 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;
- (3) 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;
- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties;
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in

private employment. (emphasis added)

Each issue will be addressed giving consideration to all of the required factors. The issues addressed were addressed in the order shown as follows :

1. Article 20 - Wages;
2. Article 24 - Health Insurance;
3. Article 21 - Holidays;
4. Article 22 - Earned Days Off;
5. Article 22 - Hours of Work & Overtime;
6. Article 23 - Vacation Accrual;
7. Article 23 - Unused Vacation Pay;
8. Article 23 - Vacation Leave/Personal Leave;
9. Article 23 - Vacation Leave/Prior Government Service;
10. Article 25 - Life Insurance;
11. Article 26 - Sick Leave/Increased Benefit;
12. Article 26 - Sick Leave/Payment on Cessation of Employment;
13. Article 26 - Sick Leave/Death Benefit to Estate of Employee;
14. Article 26 - Sick Leave/Disability Retirement Benefit;
15. Article 26 - Sick Leave Conversion;
16. Article 27 - Injury Leave;
17. Article 30 - Equipment/Uniforms;
18. Article 37 - Performance Incentive Program/Longevity;
19. Article 41 - Union Business Leave.

Each will be addressed below.

**1. ARTICLE 20-WAGES**

The City proposes a 2 1/4 % wage increase for each year of a three (3) year contract.

The Union proposes a 4 3/4 % wage increase for each year of a three (3) year contract.

**CITY POSITION**

The City argued that if the four (4) comparables first relied on by the Union during negotiations are also relied on here, then its proposal is reasonable. It argues that the ranking among

the outside comparables support its proposal. Moreover, it argued that the remaining employees, both bargaining unit and otherwise, all received a 3.5% wage increase. Since both the internal and external comparables support a much lower wage rate than that proposed by the Union, then it asks that that proposal be rejected. It contends that the CPI being as low as it is only justifies a modest increase. It contends that, as compared with other cities, these firefighters have a benefits rich contract that provides real wages much higher than the base wage rate. This includes high holiday pay, longevity pay, and a shorter work week. It discounts the historical 4% wage increase this unit received in the past as something given to help the employees "catch up." It argues that the employees are now within the comparables and therefore the historical raises are no longer relevant. It contends that all these factors support the conclusion that the Union's requested wage increase is much too high.

#### UNION POSITION

The Union contends that the historical wages these employees have received at 4% justifies a higher wage rate than that being offered by the City. In contrast to the City's position, the Union argues that it is not time to drop wages now that this unit has finally caught up to their peers. Instead it contends that it is time to maintain wages at similar increases as other comparables fire departments.

#### RECOMMENDATION

It is recommended that the employees receive a 3.75%, 3.5%, and 3.5% wage increase in each year of a three (3) year Agreement. The evidence makes clear that, based on the outside comparables alone, the wage increase must be between 3% and 4%. To pare that general finding down to more specific numbers several factors were considered. Most important are the internal

raises given to the other employees. The City provided testimonial evidence that the rest of the employees are receiving 3.5% wage increases this year. That being an important consideration, it narrows the range in which this unit's wage increase should be. However, the City focused on the need to get this unit to agree to a new health insurance benefit. That need recognizes that this unit is a leading union. Further, that need to change health care comes with a cost. Considering both factors, the cost and the need to get the leading union to buy into a new plan, it must be recommended that the first year of the Agreement have a 3.75% wage increase — something that might otherwise not be appropriate. However, because of the recommendation made on health care, it must be recognized that the employees are taking a larger risk than they previously have had and as a result, they must receive compensation in the event the benefit comes with a higher cost than expected.

**2. ARTICLE 24-HEALTH INSURANCE**

The current benefit provides for two (2) options — an HMP Plan and a self funded Indemnity Plan. None of the employees use the HMP Plan. The Indemnity Plan premiums are currently paid entirely by the City except for employees hired after January 1, 1994; only two (2) employees of the thirty nine (39) fall under the exception. These employees pay 10% of the premium.

The Employer proposes modifying the option such that instead of the Indemnity Plan, it include a Preferred Provided Plan (hereinafter "PPO"). The benefits provided under the PPO would be the same as that provided under the Indemnity Plan, but employees would have to contribute to the monthly premium and would have co-pays for each medical service. An exhibit was offered showing the different costs. The basics are that if an employee uses a doctor in the plan (network),

the coinsurance premium would be split 90%/10% between employer/employee; there would be a 15\$ co-pay; and the annual deductible would be \$200/\$400.

### CITY POSITION

The City contends that the comparables are overwhelming. It asserts that the costs it has incurred over the years for the Indemnity Plan has been huge. It characterizes the costs as the “800 pound gorilla” that has controlled negotiations and rules the budget. It is desperate to be rid of the Indemnity Plan and is waiting to get this unit on the plan so that all other employees in its employ can be similarly modified. It asserts that the trend in the industry is to have employees be responsible for both co-pay and prescription costs. It contends that the PPO benefit it has provided is better than the HMO in that the employees are not captive to the network providers. It contends that all employers are being pressured to convert to this type of benefit and the costs associated with alternatives are high and going higher.

### UNION POSITION

The Union contends that the current plan should remain in place until specific costs associated with this plan can be provided. It agrees to work with the City in finding other possibilities. However, until the City can provide the costs associated with the plan, then it is unwilling to agree to a change in the Agreement. While it agrees that change is justified, it is worried that the change as proposed by the City is being done blindly.

### RECOMMENDATION

It is recommended that the City’s PPO, as presented, replace the current Indemnity Plan. However, since the focus of the Union’s position in opposition to this being done is the unknown costs, and since such concern is valid, it is also recommended that a provision be added that limits

the premium costs. This is recommended with the intent of protecting employees from the unknown. Little argument was presented with regard to comparable premium flat dollar caps. As a result, it is difficult to make a recommendation. Based on the evidence presented, and only done so that the recommendation is sufficiently specific, it is recommended that the cap on premiums be set at thirty dollars (\$30.00) per pay period (assuming a rate of 26 paychecks per year) or ten percent (10%) of the total premium, whichever is less.

The basis for this recommendation is that the current health care plan is outdated; is too expensive; and is out of synch with the entire industry. The external comparables support a change and the Union concedes that some change may be due. The above recommendation is made against this backdrop and is done with the intent of giving the City the opportunity to be rid of its system without forcing the employees to bear an unfair portion of the unknown risks associated. If the City finds a plan that goes above the cap, then it must bear the burden. The cap will both protect the employees from an unknown risk and give management the motivation to find the best plan possible that falls within the cap rates.

### **3. ARTICLE 21-HOLIDAYS**

The current method of calculating Holiday Pay is that employees who work a holiday receive their regular pay, plus their holiday pay (8 hours), plus four (4) hours paid at time and one half. This applies to any employee who works any part of a holiday.

The Employer proposes changing the current practice such that it only applies to employees whose shift begins on a holiday.

The Union proposes changing the language so that employees are paid for each hour worked

at time and one half, but that in exchange for that the number of hours are increased to eight (8), including pay for all employees who are called in or held over beyond the regular shift.

#### CITY POSITION

The City contends that the current language is confusing. It argues that the intent of the Parties was to provide a benefit for employees who work a full day on a holiday. It was not to give the benefit to employees who happen to have part of their shift fall on a holiday as the current language has been interpreted. Since as currently applied an employee gets four (4) hours holiday pay even if they work only one (1) hour on a holiday, and since that benefit was not what the Parties intended when they negotiated the language, it proposes modifying the language.

#### UNION POSITION

The Union contends that the City is attempting to cut holiday pay in half. It contends that its position satisfies the City's request to pay holiday pay only to those who are scheduled, and still maintains the benefit for everybody else. The Union opposes any modification as another take away. It contends that the entire thrust of the City's proposals are to take away benefits from the employees without giving anything in return.

#### RECOMMENDATION

When an irregularity exists in an Agreement, it is fair to correct such without regard to characterizing such as a take away or a concession. Such is rarely done and should only be done when language is applied in an unforeseen manner. In this case, the current language simply makes no sense. If an employee works for one (1) minute on a holiday, what rationale justifies paying them an extra four (4) hours? If the language is instead drawn so that an employee receives approximately double time pay on a holiday, the benefit falls within expected range of benefits that employees

receive in exchange for the inconvenience of working a holiday. To make this provision make more sense, it is reasonable to modify it so that all employees who work on a holiday receive the same rate of pay over and above the regular rate. The holiday rate should be paid at the same *pro rata* amount to all employees who work the holiday regardless of whether the shift begins on the holiday or otherwise. Thus, based on a normal workday of eight (8) hours, and based on the four (4) hour term of the current language, the provision should be modified such that all employees who work on a holiday should receive the holiday rate for one-half of the hours worked. Thus if an employee works two hours, he gets one (1) hour at the holiday pay rate. Further, the rate paid should remain as previously bargained such that the four (4) hour maximum is at time and one half.

Although the Union characterizes this as another take away, it is more appropriately described as a correction to an anomaly. As such, it should not enter the overall scheme regarding the cost of benefits.

#### **4. ARTICLE 22-EARNED DAYS OFF**

The Union proposes increasing the number of Earned Days Off (hereinafter "EDO") from eight (8) to ten (10) and proposed decreasing the average work week from fifty two (52) hours to fifty (50).

#### **UNION POSITION**

The Union contends that the City never responded to this proposal. It contends that other comparable units receive this benefit, it is just referred to by another name. It argues that the external comparables show that this unit is at the high end of average work week and low end of earned days off.

## CITY POSITION

The City relies on different comparables and contends that this unit is well within the other units. It argues that the costs of extra overtime if the Union's proposal is adopted will approach \$60,000.00 or the equivalent of 1.78% of annual wage increases per employee.

## RECOMMENDATION

The Union appears to be situated in the middle of the four (4) main comparables. The benefit it receives is adequate. Further, based on all the other modifications occurring in the Agreement, this relatively small benefit should remain the same.

## **5. ARTICLE 22-HOURS OF WORK & OVERTIME**

The Union proposes changing the language so that anytime a firefighter responds to a call, whether it be mandated or voluntary, it receives two (2) hours of overtime pay. The result would be a consolidation of Article 22.9 and 22.10 into one provision through the elimination of 22.10.

## UNION POSITION

The Union contends that its proposal is simpler since it converts two (2) paragraphs down to one (1). It argues that the police officers receive three (3) hours overtime when they respond to a call and thus the City's internal comparables justify a change. It also contends that this modification would bring it in line with other firefighter contracts.

## CITY POSITION

The City contends that since employees can voluntarily respond under Article 22.10, then they should only be paid the one (1) hour minimum instead of the two (2) hour minimum when response is made mandatory. While the City concedes that some changes could be made to the

language since it is outdated, it is satisfied with the current language.

#### RECOMMENDATION

It is recommended that the *status quo* be maintained. The difference between voluntary and involuntary responses being significant, it is logical to have two (2) different minimum overtime payment required for each. If the Parties agree that some modification to 22.10 is appropriate, they can enter negotiations on their own and make the necessary modifications.

#### **6. ARTICLE 23-VACATION ACCRUAL**

The Union proposes changing the current practice where only two (2) bargaining unit employees are allowed off to allowing three (3) off. The Union proposal would mean that two (2) firefighters and one (1) lieutenant could be off at any one time.

#### UNION POSITION

The Union argues that its proposal is simply a codification of the practice of the Parties. It contends that it is better to have the language in place rather than relying on management's good faith to correctly apply the practice.

#### CITY POSITION

The City contends that any suggestion that the language is better is wrong. It contends that the proposed language could result in having nine (9) employees off. It contends that the impact of the language on manning could be serious and may involve significant costs.

#### RECOMMENDATION

It is recommended that the Union's proposal as it regards the number of employees off on any shift be adopted with the modification that if the third (3<sup>rd</sup>) employee requesting off results in

overtime or manning shortages, the Chief reserves the right to refuse the request but that that right of refusal must not be unreasonably applied. The only reason the City provided for opposing this portion of the proposal is the manning shortage it may create. This recommendation is made with the intent of providing the employees with the benefit they seek while also protecting management from shortages should such occur due to a vacation.

The Union made several other proposals under this section. None are recommended.

**7. ARTICLE 23-UNUSED VACATION PAY**

The employees are currently able to convert unused vacation into pay based on their rate of vacation accrual. The system has two (2) tiers and is based on either the 6.46 accrual rate wherein an employee can cash in a maximum of seventy two (72) hours, or the 8.30 accrual rate wherein the employee can cash in a maximum of one hundred twenty (120) hours. The Union proposes increasing the rate by changing the current two (2) tiered system to a system calibrated to match the numerous levels of accrual vacation rates — currently there are six (6) accrual rate levels.

UNION POSITION

The Union argues that its proposal makes more sense since the benefit, if changed, would match the different levels of vacation accrual rates. It contends that this proposal is more logical than the current system where conversion amounts are not tied directly to years of service.

CITY POSITION

The City complains that the entire leave benefits package is liberal when compared to the outside comparables. Indeed, since none of the other comparables have a benefit for unused vacation, then it contends that an increase in the benefit has no justification.

## RECOMMENDATION

It is recommended that nothing be changed with regard to this benefit. The lack of comparables having a benefit similar to this make new additions to this benefit unjustified.

### **8. ARTICLE 23-VACATION LEAVE/PERSONAL LEAVE**

The Union proposes changing the language so that the personal leave benefit be drawn from a separate personal leave account. The current set up allows personal leave to be drawn from an employee's vacation benefit. The Union proposes the change so that use of personal leave does not affect an employee's vacation benefit.

## UNION POSITION

The Union believes the current language penalizes employee's for use of personal leave and it proposes the change so that personal leave can be used without affecting an employee's vacation benefit.

## CITY POSITION

The City contends that only one (1) comparable has the benefit as the Union proposes; that the proposal will cost it the equivalent of a 1.2% wage increase; and that the one (1) comparable fire department that has the benefit has no earned days off. For these reasons, it feels the proposal is not justified.

## RECOMMENDATION

The Union's proposal is not recommended. The outside comparables do not support it; the benefit is fair as currently written; and the other recommendations regarding increase of benefits outweigh an increase in this area.

**9. ARTICLE 23-VACATION LEAVE/PRIOR GOVERNMENT SERVICE**

The Union proposes including new language that will allow employees to count prior government service in the calculation of vacation time, and it proposes that the benefit be extended to current employees as well as new employees.

UNION POSITION

The Union contends that this benefit exists for the FOP unit and therefore it should be provided to this one. It also contends that the practice is common throughout the industry in Ohio.

CITY POSITION

The City contends that since this unit has the highest level of benefits than any other comparable fire department, then it should not receive this additional benefit.

RECOMMENDATION

It is recommended that this proposal be adopted. A strong argument for a proposal always exists when a FOP unit receives a benefit that the fire fighting employees do not. Not only is the practice common among political subdivisions in Ohio, it is recognized as such by the City in its Agreement with the FOP. The FOP and fire fighter contracts are often the most relevant when making comparisons. This principle is true for the contract as a whole and is especially so for benefits where the differences in the type of work done by the distinct units is not pertinent. Because many benefits are unique to each unit, they may not be relevant in determining whether one contract is out of balance in comparison to the other. However, where benefits are not unique to the jobs performed by one unit, then it is fair to rely heavily on this internal comparable between police and firefighters. In this case, since the FOP has this benefit, then the firefighters should also receive the benefit.

10.

## ARTICLE 25-LIFE INSURANCE

The Union proposes increasing the life insurance benefit from \$30,000.00 to \$50,000.00 and increasing the benefit that allows employees to buy additional coverage, at their cost, from \$30,000.00 to \$50,000.00.

### UNION POSITION

The Union argues that since the \$30,000.00 benefit has been in place since 1984, it is time for an increase.

### CITY POSITION

The City argues that this is just another increase on top of what is already an expensive contract. It contends that since no other outside department has a benefit as large as proposed by the Union, and since all other City employees receive only a \$30,000 death benefit, then it argues no reason exists for increasing the life insurance benefit as requested by the Union.

### RECOMMENDATION

It is recommended that no increase be made to the death benefit, but it is recommended that the option that allows employees to increase their total life insurance benefit at their own cost be increased to the amount that the Union has proposed — \$50,000.00. Since no other unit receives the benefit proposed by the Union, and since all other employees receive only \$30,000.00, then it should not be increased. However, two (2) changes are recommended: Since the option for \$30,000.00 is at the full cost to the employee, then there is no reason it should not be increased to the \$50,000.00 requested by the Union; and, since the increase of a life insurance benefit is not recommended based in part on the similar benefit given to other employees, then language is recommended binding the benefit to that received by other employees. If any of the remaining

employees receive a higher life insurance benefit, then this unit should receive one as well.

**11. ARTICLE 26-SICK LEAVE/INCREASED BENEFIT**

The Union proposes adding a sentence to the provision that would prevent the application of the provision to sick leave used in allotments of more than two (2) consecutive shifts.

UNION POSITION

The Union argues that while the current language works most of the time, it has been used subjectively to the detriment of unit employees. It contends that the proposal would make the Agreement consistent with the Parties' past practice where an employee on sick leave would only have to call in once.

CITY POSITION

The City argues that there is not currently a problem and therefore no change should take place.

RECOMMENDATION

It is recommended that no change take place. While unfair application of language will sometimes justify a change, such is not true if the occurrences are few. The Union's evidence lacked specifics or claims that the unfair application were often enough, or severe enough that a change should take place. No change is recommended.

**12. ARTICLE 26-SICK LEAVE/PAYMENT ON CESSATION OF EMPLOYMENT**

The Union proposes changing the sick leave payment so that it is paid on cessation of employment, rather than just upon retirement, and that the benefit be increased from either 20% or

25% with caps at 300 and 550 hours, to 50% with no caps. The Union also asks that the benefit for a disabled employee be 90% of the sick leave benefit.

### UNION POSITION

The Union argues that its proposal is more in line with other similar bargaining units: will motivate employees to maintain higher sick leave balances; and will help change the current situation where sick leave usage is encouraged.

### CITY POSITION

The City contends that this unit is lower than comparables due to its higher than average vacation accrual rates. It contends that the costs are prohibitive and would be equivalent to a nearly 30% wage increase.

### RECOMMENDATION

It is recommended that the current language be modified such that the benefits received are fifteen (15) days for employees with 5-19 years, and to twenty five (25) days for 20+ years. This recommendation takes into account the above average vacation accrual payout and the historically low sick leave pay out that this unit has received. An increase is due. However the recommendation made here is not as high as it otherwise might be due to the above average high vacation accrual payments. As a side note, the precise percentage change or cap change that should be made is not provided since it is not clear how the Parties calculated the benefit in terms of days. It is foreseeable that both numbers would have to be changed in order to reach the goals, as listed using the term "days," above. This step is left up to the Parties to calculate.

Based on the external comparables wherein no benefits are provided for the separation of employment due to disability, it is recommended that no changes be included for disabled

employees.

### **13. ARTICLE 26 -SICK LEAVE/DEATH BENEFIT TO ESTATE OF EMPLOYEE**

The Union proposes paying out 100% of the employee's sick leave benefit to the employee's estate on his death. The current language places a maximum of sixteen hundred (1600) hours on the benefit.

#### UNION POSITION

The Union argues that the current cap is unfair since the costs and trauma in the event of the death of a fireman are enormous. It contends that the respect of the survivors justifies the benefit being increased to 100%.

#### CITY POSITION

The City focuses on the costs associated with the benefit. In addition, it argues that it is in line with other similar fire departments.

#### RECOMMENDATION

It is recommended that no change be made. Significant changes have been made in other benefits; similar fire departments receive a similar benefit; and no other increases in benefits for this unit are necessary.

### **14. ARTICLE 26-SICK LEAVE/DISABILITY RETIREMENT BENEFIT**

#### RECOMMENDATION

The recommendation for this benefit is addressed in issue number 12.

15.

### **ARTICLE 26-SICK LEAVE CONVERSION**

The Union proposes including language that would allow employees to convert sick leave to vacation leave when sick leave exceeds 1440 hours at a two (2) to one (1) rate.

#### UNION POSITION

The Union makes this proposal in an effort to motivate employees to keep their high level of sick leave. It contends that the employees have a high amount of sick leave and have no incentive to not begin using it. To avoid the future extensive use of sick leave, the Union proposes including this conversion to motivate employees to maintain the high sick leave bank.

#### CITY POSITION

The City complained about the additional cost; about the lack of reasonable comparables; and about the high vacation accrual benefit the unit already has. It contends that all of these factors support no change to the Agreement.

#### RECOMMENDATION

The benefits already granted and already contained make further additions to the benefits package too costly. It is thus recommended that no change in this benefit be made.

16.

### **ARTICLE 27-INJURY LEAVE**

The City proposes changing the ninety (90) day injury leave benefit to seven (7) days.

#### CITY POSITION

The City contends that the current benefit allows employees to take the ninety (90) days and then take sick leave. It argues that a change is necessary to prevent this doubling up. It contends that the comparables do not support the lengthy Injury Leave benefit as currently in the Agreement.

UNION POSITION

The Union contends that the proposal is preposterous. It asserts that the change is drastic; is inappropriate; and is out of line with non-bargaining unit employees who receive eighty-four (84) days off for injury leave.

RECOMMENDATION

The City's proposal is not recommended. Fire fighters have this country's most dangerous job. As such, injury leave benefits are justifiably high; should not be easily changed; and are justifiably higher than other employees within the same municipality. For these reasons, it must be recommended that no change to the current language be made.

**17. ARTICLE 30-EQUIPMENT/UNIFORMS**

The Union proposes changing the current system from a quartermaster system to one where each employee receives a stipend and then cares for their own uniform. In addition, it proposes language that would require the City to pay for Class A uniforms that are used for public appearances.

UNION POSITION

The Union contends that the current system is inefficient; fails to provide good uniforms; and fails to provide it with Class A uniforms for public appearances. It argues that to avoid appearing cheap and non-professional its proposal should be adopted. Moreover, it points out that the Union spent nearly \$6,000.00 to pay for the cost of an honor guard and it contends that it is now time for the City to pay for its share of making the department look professional.

CITY POSITION

The City contends that the cost of the proposal is prohibitive and that no other comparable city pays for Class A uniforms.

### RECOMMENDATION

The Union proposal is not recommended. The other costs that are recommended in this report make additional benefits prohibitive at this time. In another negotiation session where fewer issues were presented, this proposal, and others of its type, may have more significance. At this juncture, the Parties large number of more important issues make this issue less important.

### **18. ARTICLE 37-PERFORMANCE INCENTIVE PROGRAM/LONGEVITY**

The Union proposes changing Article 37 from a Performance Incentive benefit to a Longevity Pay program. Instead of using incentives to increase pay, the Union proposes that each employee receive ninety dollars (\$90.00) for each year of service past five (5) years.

### UNION POSITION

The Union contends that the language was first included as a objective way for employees to receive more pay in recognition of years of service. Since then, it contends that the City has modified the program in a manner such that subjective standards are now used to reduce the amount of extra pay that an employee would otherwise be entitled to receive. It makes this proposal so that employees receive pay based on their years of service only.

### CITY POSITION

The City contends that the costs are too high and that only one (1) other unit receives any longevity pay. Since that one (1) other unit has significantly less vacation pay, then it argues that it is not a legitimate comparison.

## RECOMMENDATION

The Union's proposal is not recommended. It is too dramatic a change of a bargained for benefit to obtain through factfinding. Its affect would be to completely revamp the incentive pay program through a factfinder's recommendation. It is entirely too difficult for the undersigned to evaluate whether the original intent of the Parties in the Incentive Pay benefit has been so unsatisfied that a completely new benefit should replace it. For this reason, the current language is recommended to remain.

19.

### **ARTICLE 41-UNION BUSINESS LEAVE**

The Union proposes new language that would create a bank of union leave time and that would permit two (2) on-duty bargaining unit members to attend functions and negotiations.

## UNION POSITION

The Union contends that the bank will allow officers to attend functions which often benefit both the Union and the fire department. In addition, it argues as ludicrous the current situation where Union Officers have to trade time or take vacation time to attend negotiations.

## CITY POSITION

The City contends that the cost would be a nearly .1% cost increase and that the Union has shown no need for the benefit.

## RECOMMENDATION

It is recommended that the Union's proposal as it applies to Union Officers being permitted to take time off to attend negotiations be adopted. Negotiations are a benefit to both Parties. When Union Officers have to take vacation time to attend negotiations, the whole process is handicapped.

To avoid that situation, it is recommended that two (2) Union Officers be allowed to be receive paid time off while negotiations are ongoing. It is reasonable for the time off to be kept to a minimum and therefore, it is recommended that the maximum allowable paid time off be set at fifty six (56) hours per officer and such only be used during negotiations.

These recommendations are so made.

March 2, 2000  
Cincinnati, Ohio



Michael Paolucci