

RESOLUTION NO.: 115-2016  
INTRODUCED BY: O'Toole

A RESOLUTION ACCEPTING THE FINDINGS AND RECOMMENDATIONS OF THE FACT-FINDER IN CASE NO. 15-MED-09-0915 (RICHMOND HEIGHTS FIREFIGHTERS, IAFF LOCAL 2009); AND DECLARING AN EMERGENCY.

WHEREAS, the City of Richmond Heights has received the findings and recommendations of the fact-finder, Daniel G. Zeiser, in the Matter of Fact-Finding between the City and Ohio Patrolmen's Benevolent Association, Case No. 15-MED-09-0915, dated November 18, 2016; and

WHEREAS, this Council has reviewed the findings and recommendations and determined to accept them;

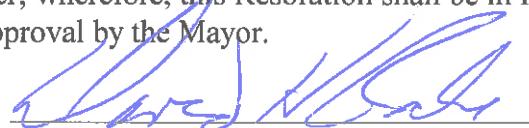
NOW, THEREFORE, Be it Resolved by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: This Council hereby accepts the findings and recommendation of the fact-finder in the matter set forth in the preamble to this Resolution.

Section 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the general welfare of the City and to memorialize this Council's acceptance of the fact-finder's findings in this matter; wherefore, this Resolution shall be in force and take effect immediately upon its passage and approval by the Mayor.

PASSED: 11-22-16

  
David H. Roche, Mayor

APPROVED: 11-22-16

ATTEST: Betsy Traben  
Betsy Traben  
Clerk of Council

  
Eloise Cotton-Henry  
President of Council

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

**In the Matter of:**

**Richmond Heights Firefighters,  
IAFF Local 2009,**

**and**

**The City of Richmond Heights**

**2015-MED-09-0915**

**FACT FINDING REPORT  
FINDINGS AND RECOMMENDATIONS**

**November 18, 2016**

**APPEARANCES**

**For the Union:**

Tom Hanculak, Attorney  
Phil Salvia, President  
Jason Buss, Vice President  
Damon Rahz, Secretary  
Scott Maynor, Northern Ohio Firefighters

**For the Employer:**

Sara Fagnilli, Attorney  
David H. Roche, Mayor  
Marc J. Neumann, Fire Chief  
Paul Ellis, Consultant

**Daniel G. Zeiser  
Fact Finder  
P.O. Box 43280  
Cleveland, Ohio 44143-0280  
440.449.9311**

## **I. BACKGROUND**

The Fact Finder was appointed by the State Employment Relations Board (SERB) on August 4, 2016, pursuant to Ohio Revised Code Section 4117.14(C)(3). The parties mutually agreed to extend the fact-finding period as provided under Ohio Administrative Code Rule 4117-9-05(G). The parties are the Richmond Heights Firefighters, IAFF Local 2009 (Union or Firefighters) and the City of Richmond Heights (Employer or City). The City is a suburb of Cleveland, in eastern Cuyahoga County. It is primarily a residential community with a population of approximately 10,500. The Union represents the full time firefighters of the City. The parties have had a collective bargaining relationship for many years.

## **II. THE HEARING**

Hearings in this fact finding were on October 3 and 31, 2016 at the Richmond Heights City Hall, 26789 Highland Road, Richmond Heights, Ohio. Each party provided a pre-hearing statement. The Fact Finder initially attempted mediation. It was not successful and this report became necessary.

The parties jointly introduced the following exhibit into evidence:

1. Agreement between The City of Richmond Heights, Ohio and International Association of Fire Fighters, Local 2009, AFL-CIO, Effective January 1, 2013 through December 31, 2015.

Prior to the hearing, the parties engaged in collective bargaining, but were unable to reach agreement. The tentative agreements reached by the parties during bargaining are hereby incorporated into this Report. This Report will only list those issues addressed during the hearing.

The Ohio public employee bargaining statute provides that SERB shall establish criteria the Fact Finder is to consider in making recommendations. The criteria are set forth in Rule 4117-9-05(K) and are:

- (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 interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (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 the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

The Fact Finder hopes the discussion of the issues is sufficiently clear to the parties. Should either or both parties have any questions regarding this Report, the Fact Finder would be glad to meet with the parties to discuss any remaining questions.

### III. ISSUES AND RECOMMENDATIONS

#### Introduction

It is not news that municipalities in Ohio have experienced financial difficulties in recent years. The City is no exception. Originally part of Euclid Township, it was incorporated in 1917 as the Village of Claribel (after a school) and later named Richmond Heights. After growing rapidly from 1950 to 1980, the City is mostly developed and its population has leveled off. It is approximately 4.5 square miles in area. It is primarily residential in character and does not have a large industrial and commercial tax base. Major assets are the Cuyahoga County Airport, located in the City, and the businesses located adjacent to it, the University Hospitals Richmond Medical Center, a 125 bed facility, and Richmond Town Square, an indoor shopping mall. Richmond Town Square, however, has experienced a decline. Macy's, one of its anchor tenants, closed in 2015 as well as several other stores.

The City's income tax is its principle source of operating and capital improvement revenues, generating about sixty percent (60%) of general fund receipts. Like many Ohio municipalities, the lingering effects of the financial crisis and recession have resulted in stagnant tax receipts. Property values in Cuyahoga County have decreased, and the Ohio legislature has eliminated the estate tax beginning in 2013, so all municipalities will lose that source of revenue. Additionally, Ohio has drastically cut the local government fund, which provides revenue to various governmental entities, due to its own budget issues. Finally, given that interest rates are at historic lows, investment earnings have declined. In short, revenues are lacking. Personnel costs, though, have continued to increase.

The Firefighters do not dispute the City's position as to revenues. On the other hand, they point out that the residents have supported the Fire Department, passing levies in 1991 and 2007. The 2007 levy dedicated five (5) mills to the Department, with the last mill split evenly, i.e., 50/50, for Police and Fire pensions. Overall, 5.5 mills are dedicated to the Fire Department. Additionally, the national economy continues to grow, though at a small rate, and Ohio's economy has done better than the national economy in recent years. In short, the City has not claimed an inability to pay. Rather, the City contends that it must keep its cost and any increases to a reasonable level until its financial condition recovers. The Union does not disagree with the City's position. It only disagrees as to what constitutes reasonable increased costs.

***Issue: Article 3.5, Management Rights***

**Position of the Union:** Should a full-time bargaining unit vacancy occur, the City shall fill that position in a reasonable time period.

**Position of the City:** This is a management right the City is not willing to give up.

**Findings:** The Union seeks a commitment from the City to keep the bargaining unit full time. Any time a full-time firefighter vacancy occurs, it would like the City to commit to fill that vacancy with a full-time employee. The issue of using part-time firefighters is an important one to the Union. It contends that, in the 2004 contract, it agreed to six (6) man shifts, one (1) Lieutenant and five (5) Firefighters, so that the City could keep the unit full-time. The City, however, has used part-timers and seeks to use part-timers again. The City contends that, while it might be willing to agree to use reasonable efforts to replace full-time firefighters, this is ultimately the City's decision and its management right.

The Fact Finder is not convinced that language in the contract is the best, or even the appropriate, manner to address this issue. This appears to be an issue best addressed by the parties in a memorandum of understanding (MOU). The MOU can better flesh out the parties' positions, understandings, and agreements without encumbering the contract with unnecessary language.

**Recommendation:** Any agreement to use reasonable efforts to replace full-time firefighters should be addressed in an MOU.

***Issue: Article 22, Wage Increases***

**Position of the Union:** Wage increases of 2.5% effective January 1, 2016, 2.5% effective January 1, 2017, and 2.5% effective January 1, 2018.

**Position of the Employer:** Wage increases of 1.5% in 2016, 2% in 2017, and 2.5% in 2018.

**Findings:** The Union argues that the City has sufficient funds and revenues to pay the increases. It points to the general fund and other fund balances to show there are sufficient amounts to pay an increase. The City counters that it projects it will be deficit spending at the end of the new contract without additional revenue. It had on the recent ballot a removal of a .5% tax credit for income earned in other municipalities. This should increase revenue by approximately \$1,000,000. This increase will be offset by the Union's wage demands.

The parties are now almost a third of the way through the new contract. Putting off the wage increase from the beginning of 2016 until recently will provide some help to the City while still providing a wage increase to the bargaining unit. With an increase at

this time in 2016, the increase in the second year should not be effective until several months into the year. The third increase will be effective January 2018.

**Recommendation:** The Fact Finder recommends a 2.5% increase effective the first pay date in October 2016, another 2.5% increase effective with the pay date May 2017, and a third increase of 2.5% effective the first pay date January 2018.

***Issue: Article 22.4, Paramedic Bonus***

**Position of the Union:** Increase the paramedic bonus from the current \$2000 to \$2250.

**Position of the City:** The City does not object to an increase in the bonus. However, it would like the bonus rolled into employee wages and not paid separately.

**Findings:** There is little dispute here. The City does not object to the increase in the bonus to \$2250 and the Firefighters do not object to rolling the amount into the pay. Rolling it into the regular paychecks makes it easier for the City to administer and does give employees some benefit when it is rolled into the pay rates.

**Recommendation:** Increase the paramedic bonus to \$2250 and roll it into employee wages to be paid with each of the 26 regular paychecks.

***Issue: Article 23.2, Acting Officer Pay***

**Position of the Union:** One (1) hour of additional pay for every eight (8) hours served as an Acting Officer.

**Position of the City:** One and a half (1.5) hours of additional pay for every twelve (12) hours worked as an Acting Officer.

**Findings:** The parties are not far apart on this issue. The City is not opposed to additional pay. However, it argues that the Firefighters work at least twelve (12) hours

and any additional pay should be based on those hours. This would make it easier for the City to administer.

**Recommendation:** Adjust acting officer pay to 1.5 hours for every twelve (12) hours worked.

**Position of the Union:** The City should purchase protective vests for the bargaining unit.

**Position of the City:** The City does not object to purchasing protective vests for the bargaining unit. It wants to spell out the specific vests that will be purchased in an MOU.

**Findings:** The Firefighters are often the first responders to an incident and, in today's environment, guns are often involved in the incident. Indeed, during the fact finding process, some of the Firefighters' bargaining team members responded to an incident and were the first to arrive. They found a victim with gunshot wounds and a handgun nearby. There is no real dispute as to the need for protection. However, this is better addressed in an MOU where the parties can specify the equipment, specific items, costs, and any other matters they consider important on this issue.

**Recommendation:** The parties will address what equipment, the cost, and so forth for the desired protective vests in an MOU.

***Issue: Article 27.1, Personal Time***

**Position of the Union:** The Union proposed an alternative on this issue. Either a wage increase of 2.0% in 2018 and 24 hours of additional personal time, or a 2.5% wage increase in 2018 and 12 hours of additional personal time.

**Position of the City:** Twelve (12) additional hours of personal time per year, effective January 1, 2017. The additional personal time hours must be used during each calendar year or will be lost. They cannot be cashed out.

**Findings:** The bargaining unit members are working lots of overtime. They need additional time off to recover. However, extra time off results in additional overtime as the time off is often filled by another Firefighter on an overtime basis. It is a vicious cycle. There is no denying that a Firefighter's job is dangerous and hard at times. Additional time off helps to reduce the stress of the job. Added personal time that increases overtime and can be cashed out, if not used, adds to the City's costs and creates an incentive for employees to avoid the time off and cash out the time. This is counter to the Union's position.

**Recommendation:** Provide 12 additional hours of personal time per year beginning in 2017. The additional 12 hours must be used and cannot be cashed out. If not used, they are lost.

***Issue: Article 28, Health Care Premium***

**Position of the City:** Increase employee premiums from the current 10% to 12.5% for the balance of 2016 and to 15% for 2017 and 2018.

**Position of the Union:** Maintain the current 10% premium.

**Findings:** This situation is somewhat unique in that the parties are not contesting the specifics of health care coverage, only the employee premium contribution. Health care has been the bane of employers and employees for decades. Costs have increased greater than the cost of living, employers have sought to have employees contribute more to the cost of providing insurance, and employees have seen their health care

costs rise faster than wage increases, resulting in overall cuts in pay at times. Neither side likes what has occurred, but this is the recent history. Health care costs are projected to continue to rise and municipalities are looking to employees to share more of the costs.

The Firefighters currently pay 10% premiums. In the Fact Finder's recent experience, employers have been trying to get to 15% contributions since Senate Bill 5 was defeated in 2011. Senate Bill 5 would have mandated 15% contributions on the part of public employees and employers have sought to get that amount even after its defeat. Going from 10% to 12.5% effective immediately and then to 15% in 2017 is simply too great a burden on the unit, though.

**Recommendation:** Increase the employee health care premium to 12.5% effective with the first pay date in May 2017 for the remainder of the contract.

***Issue: Article 38.2, Use of Part-time Employees***

**Position of the City:** Maintain the current 2:1 ration of full-time to part-time firefighters, except where a full-time employee is expected to be out sick or injured more than six (6) shifts.

**Position of the Union:** Maintain the current contract language.

**Findings:** The City is permitted to use part-time employees under the current contract language and has used part-timers in the past. It seeks to renew the program and to be able to use part-time Firefighters to replace full-time employees who are out for an extended time for illness or injury. During the hearing, it became clear that it would take some time for the City to get up to speed on its part-time program. Part-time Firefighters are difficult to identify and hire. While there are programs that provide basic

training, newly trained Firefighters are not experienced or familiar with the City. Additionally, using part-time Firefighters raises issues whether they must be provided health care coverage under the Affordable Care Act. As a result, part-timers must find work with a number of fire departments and tend to work for those municipalities who offer greater wages. Additionally, they jump at the chance whenever a full-time position opens up. The City acknowledged it will take some time to find experienced part-time employees, train them to its satisfaction, and have enough available to fill in where needed. Since it will take at least a year or two to get its program running, it makes little sense to change the current language.

**Recommendation:** Maintain the 2:1 ratio for the new contract. The parties are encouraged to work together to identify part-time Firefighters and create a program whereby those part-timers can fill in where necessary. After all, the Firefighters are familiar with their fellow Firefighters and what it takes to get them up to speed to work for the City. Once the program is up and running again, the parties can address this issue at that time.

As noted above, all tentative agreements reached during bargaining and the mediation and hearing process are hereby incorporated into this Report.

Dated: November 18, 2016

  
Daniel G. Zeiser  
Fact Finder