

STATE EMPLOYMENT
RELATIONS BOARD

2001 MAY 18 A 10:14

IN THE MATTER OF FACT-FINDING

BETWEEN

THE CITY OF BRUNSWICK

AND

BRUNSWICK FIRE FIGHTERS, IAFF LOCAL 3568

BEFORE: Robert G. Stein

SERB CASE NO(s): 00 MED 09-0935

PRINCIPAL ADVOCATE FOR THE UNION:

James Astorino, President
NORTHERN OHIO FIRE FIGHTERS
17703 Grovewood Ave.
Cleveland OH 44119-3100

and

PRINCIPAL ADVOCATE FOR THE EMPLOYER:

James A. Budzik, Esq.
1001 Lakeside Ave., Ste. 1700
Cleveland OH 44114

INTRODUCTION

The Employer is the City of Brunswick, a growing City located south of Cleveland, Ohio. The Union is the International Association of Fire Fighters. The parties have a relatively new bargaining relationship. At the request of the parties the Fact finder was asked to bring the parties closer together through mediation. The single issue in dispute is hours of work. Two days of mediation helped the parties clarify their concerns regarding new hours of work. Both the Union and the Employer are seeking a change from the current eight- (8) hour work day/40 hour per week schedule. The Fire Department has grown significantly since the last contact was agreed upon and the current hour's paradigm is no longer workable or cost effective.

Before reaching impasse, the parties settled several issues including wages. The Fact-finder has been asked to retain jurisdiction following this report in case there are remaining unresolved issues relating to a change in hours of work (See Appendix 1 and 2). Based upon this request I will retain jurisdiction following issuance of this report in accordance with the provisions of ORC 4117.

In this report the term "EPS" refers to Employer's Position Statement and the term "UPS" refers to Union's Position Statement. The position of each party on all impasse issues shall not be restated but will be referenced by these terms.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C)(4)(E) establishes the criteria to be considered for Fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are somewhat limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made:

**ISSUE 1 Article V Section 4 WORKWEEK AND HOUR
REGULATIONS**

Union's position

SEE UPS. The Union is proposing that the workweek be changed to a 24/48 hour schedule based upon the same level of pay (plus agreed upon wage increases) currently in place. The workweek is 48 hours. The Union argues this change in hours can be managed on a 3-platoon system and represents the most common form of schedule in fire departments. The Union concedes that the City's fire department facilities do not have dormitories. However, the Union argues the current facilities can be converted to accommodate this need on an economical basis with the use of hideaway beds that are available.

Employer's position

SEE EPS. The Employer is proposing a four- (4) day, 10/14-hour workweek (2 ten-hour days, and 2 fourteen-hour days per week). This system requires an employee to work 53 hours per week. The Employer argues that this arrangement of hours can be managed with a 3-platoon system. The Employer is not proposing any increase in pay for the additional hours of work. The Employer also points out that its fire stations do not have any dormitory facilities to accommodate a 24/48 workweek.

Discussion

It appears clear from the presentation of data by the parties that the present arrangement of hours needs to be adjusted in order to accommodate a fire

prevention/fighting service that must expand to meet the requirements of a growing community. Both parties presented data and arguments that support their respective positions. Changing hours is a very difficult prospect for employees and management alike. Most importantly any change in hours must first be evaluated on the basis of its impact upon the people the Fire Department serves.

The Union presented considerable data that demonstrates an overwhelming majority of communities in Ohio operate their fire departments on the 24/48-hour system (UX 3). It contends that this well-accepted schedule is more economical, more efficient, and is easier to manage. The Employer acknowledges this fact. However, it argues that the City has spent a considerable amount of time and money in making a determination that there is a better arrangement of hours that will accommodate its needs. The City further contends that the trend is to move away from the 24/48-hour schedule. It argues that the mission of fire departments is broadening from fire fighting to fire prevention and to a considerable amount of paramedic activity. It asserts a 10/14 schedule is a more productive design to better fulfill this mission. The City is particularly concerned about two matters: fire fighter alertness and the amount of down time associated with a 24/48-hour schedule arrangement.

The Union asserts that employees will have their sleep pattern severely disrupted if they are required to work from 8 a.m. to 6 p.m. (10hrs) one day and the next day are expected to work from 6 p.m. to 8 a.m. (14 hrs) without the ability to rest. It argues that if sleep patterns are interrupted in this manner employees will be fatigued and safety may become a concern. As a practical matter the Union's argument regarding this sudden shift from days to nights is persuasive.

The schedule proposed by the City requires employees to work 53 hrs for 40 hours of pay. This is not a reasonable proposal. The history of bargaining between the parties albeit relatively short has been to pay bargaining unit employees for all hours worked. A forty-eight-- (48) hour workweek is consistent with the overwhelming majority of fire departments in Ohio. However, the Employer made a persuasive case regarding its lack of preparedness for twenty-four hour shifts. Of course there is a big difference in costs between a major remodeling to accommodate resting employees and one which involves the acquisition (or renting) of portable accommodations.

The City made a strong argument, supported by expert data and testimony, that it needs to try a more progressive schedule that better fits the needs of the City of Brunswick. There is no way to reasonably resolve the debate over the value of a 24/48 versus an 11/14 split shift arrangement of hours in the City of Brunswick without actually experimenting with it. The following recommendation proposes that the parties experiment with a 10/14-hour split shift schedule that is based upon a 48 hour paid workweek for the last two years of the Agreement. Given the magnitude of such a change and the need for employees and management to adjust, it appears that some lead time for its implementation would be reasonable.

Recommendation

The following change in work schedule is recommended.*

Article V WORKWEEK AND HOUR REGULATIONS

- 4. For the remainder of calendar year 2001 maintain current language, unless the parties mutually agree to implement the experimental schedule 4 (A) earlier than January 1, 2002.**

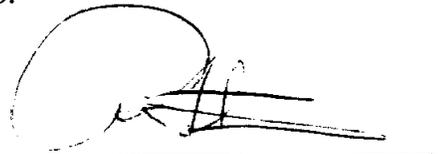
4. (A) From January 1, 2002 through December 31, 2003, the regular work period for all employees covered by this agreement shall be ninety-six (96) hours in a two (2) week (14 day period) or an average workweek of forty-eight (48) hours in every 28 day cycle). Management reserves the right to schedule shifts within each period in accordance with the following limitations: The basic workday shall consist of ten (10) consecutive hours or fourteen (14) consecutive hours. Ten (10) hour shifts shall commence at 0800 hours and end at 1800 hours. Fourteen (14) hour shifts shall commence at 1800 hours and shall end at 0800 hours. Response-only time for fourteen (14) hour shifts shall be from 2300 hours to 0600 hours. During response-only hours employees shall be able to rest when not responding to calls. All wages and benefits (vacations, sick leave, overtime, holidays, etc.) shall be adjusted to a 48-hour workweek commencing January 1, 2002. This experimental schedule of hours shall be for a two-year period, subject to renewal, change, or a return to a 40 hour workweek based upon negotiations of the parties for the next contract period.

* The parties shall work out the details of providing rest accommodations in fire stations for 14 hours shifts. As requested by the parties, the Fact finder shall be maintain jurisdiction over this recommendation in order to be of assistance in addressing any other unresolved issues related to schedule changes.

TENTATIVE AGREEMENTS

All other issues tentatively agreed to prior to fact-finding are considered to be part of this report and are recommended to the parties.

The Fact-finder respectfully submits the above recommendations to the parties this 17th day of May, 2001 in Portage County, Ohio.



Robert G. Stein, Fact-finder

Carolyn M. Smith 5/17/01

CAROLYN M. SMITH, Notary Public
Residence Summit County
Statewide Jurisdiction, Ohio
My Commission Expires Nov. 30, 2003