

STATE EMPLOYMENT
RELATIONS BOARD
IN THE MATTER OF FACT-FINDING
BETWEEN

2000 DEC 18 A 9: 25

CITY OF SOUTH EUCLID, OHIO)	CASE NO. 00-MED-10-1080
)	
)	FINDINGS
AND)	
)	AND
)	
SOUTH EUCLID)	RECOMMENDATIONS
FIRE FIGHTERS ASSOCIATION,)	
LOCAL 1065)	

JAMES M. MANCINI, FACT-FINDER

APPEARANCES:

FOR THE UNION

TIMOTHY CARNEY, PRESIDENT LOCAL 1065
MICHAEL R. CARNEY, WAGE AND HOUR
DAVID CSIRE, WAGE AND HOUR
DARRYL LYONS , WAGE AND HOUR

FOR THE CITY

MARC BLOCH
SHANNON POLK
THOMAS CANNELL, SOUTH EUCLID FIRE CHIEF

SUBMISSION

This matter concerns fact-finding proceedings between the City of South Euclid and the South Euclid Fire Fighters I.A.F.F. Local 1065. The State Employment Relations Board (SERB) duly appointed the undersigned as Fact-Finder in this manner. The fact-finding proceeding was held on December 12, 2000.

This fact-finding proceeding was 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 impass. Pursuant to those 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 waved a hearing and agreed that this Fact-finder could issue his recommendations in summary fashion. Therefore, the following recommendations are submitted in accordance with that understanding.

RECOMMENDATIONS

This Fact-Finder hereby incorporates herein as his recommendation on all of the outstanding issues the tentative agreement entered into by the parties which is attached as **EXHIBIT A**.

12-12-00
Date


James M. Mancini
Fact-finder

**2000 NEGOTIATIONS
TENTATIVE AGREEMENT 12/11/00**

ARTICLE VII UNIFORM ALLOWANCE

- 7.1 In lieu of cash payments, new members of the Department shall receive the following items upon being hired:**

**Four (4) Navy blue short sleeve fatigue shirts
One (1) Navy winter jacket with silver buttons
Four (4) Fatigue trousers
Four (4) Pairs socks, uniform dark blue or black (white bottoms only permitted)
Six (6) Navy blue T-shirts with gold department logo
Two (2) Pair regulation black shoes
One (1) Uniform plain black belt
One (1) R Hero sweatshirt #525 with department logo
One (1) Set Navy blue work out shorts, crewneck sweatshirt & sweatpants with gold department logo**

Upon completion of his or her 2-year probation, the City shall provide the new employee with the following:

**One (1) Light blue short sleeve shirt Class A
One (1) Light blue long sleeve shirt Class A
Two (2) White T-shirts with blue department logo Class A
One (1) Uniform cap with black trim/silver buttons
One (1) Uniform black tie (regular or clip on)
One (1) Single breasted dacron/wool blend blouse with silver buttons
One (1) Dacron/wool blend trousers to match blouse**

- 7.2 For members with two or more years of service, the City agrees to purchase the following items in a bulk order by March 15th of each year of the contract:**

**Two (2) Fatigue trousers
Two (2) Navy blue short sleeve fatigue shirts
Three (3) Navy blue T-shirts with gold department logo
One (1) Pair regulation black shoes (\$85 max.)**

- 7.3 During the first year of the contract, each member with two or more full years of service shall also have one (1) set of navy blue work out shorts, crewneck sweatshirt & sweatpants and one (1) R Hero sweatshirt #525 with gold department logo included in bulk order.**

- 7.4 Each member with two or more full years of service shall also receive an annual \$450 "Supplemental Clothing and Maintenance Allowance" for the sole purpose of replacement and the maintenance of uniforms specified in the Rules and Regulations. Payment shall be on September 15th of each year of the contract. Each member of the Department shall be required to replace any clothing items listed in the Rules and Regulations that are not in good condition and to replace or alter any items that have become ill-fitting, in the opinion of the Officer in Charge.**

- 7.5 Any member who has completed two years of service as of March 15th or September 15th of any year of the agreement shall be eligible to receive his or her full allotment of clothing in the bulk order for that year and/or the "Supplemental Clothing and Maintenance Allowance".
- 7.6 In exchange for the City's agreement to purchase and/or provide the above listed items and monies, the Union agrees that members of the Department will conform to the Department's Uniform Policy, as set forth in the Rules and Regulations. The parties further agree that the Officer in Charge shall conduct full formal inspections twice each year and monitor members daily in order to insure that the members continuously comply with the Uniform Policy. Pursuant to the foregoing, members who violate the Uniform Policy shall be subject to an assessment of \$50.00 for each violation, which will be deducted from the member's next supplemental allowance. The Fire Chief will review all violations under this Article and assessments shall be levied only at the Chief's direction.
- 7.7 The City shall supply initially issued protective turnout gear and replace such gear due to normal wear and tear at no cost to the employee.

ARTICLE VIII HOLIDAYS AND FREE DAYS

- 8.3 Employees who are scheduled to work on New Years Day, Easter Sunday, Thanksgiving and Christmas Day shall receive two (2) meal hours off duty. Meal hours will be scheduled in accordance with departmental procedure. In addition employees who are scheduled to work on Easter Sunday (0800-0800), Thanksgiving Day (0800-0800) and Christmas Day (0800-0800) shall receive compensation at their overtime hourly rate in Article XI.

ARTICLE IX VACATIONS

After fourteen years (10) tours and after nineteen years (12) tours.

ARTICLE X HOSPITALIZATION

- 10.1 (a) Effective March 1, 2001 for regular full-time employees, the City will make available the QualChoice hospitalization insurance plan 2001, 1001, or 5001 as amended, which include vision examination provisions and a prescription drug rider \$5/\$10/\$20 as summarized in each respective policy plan attached.
- 10.1 (b) The City shall create a committee consisting of both representatives of this Union and all other Unions, which will meet quarterly, to study hospitalization, and develop strategies to help to contain healthcare costs. The committee will recommend any benefit changes to both the employer and the Unions.
- 10.3 Effective March 1, 2002, Employee contribution for hospitalization insurance differs depending upon which of the three (3) QualChoice plans (2001, 1001, or 5001) is chosen by the employee. For March 1, 2001 through February 28, 2002, the following employee contribution schedule will apply:

Employee Contribution Per Month

<u>2001 Plan</u>	\$0.00 (Single) \$0.00 (Family)
<u>1001 Plan</u>	\$10.00 (Single) \$25.00 (Family)
<u>5001 Plan</u>	\$14.00 (Single) \$38.00 (Family)

Effective March 1, 2002, however, employee contribution changes for all three (3) QualChoice plans. For March 1, 2002 through February 29, 2004, the City will pay the first six percent (6%) of premium increases for all three (3) QualChoice plans, but the employee and the City will split equally (50/50) all premium increases in excess of the first six percent (6%) notwithstanding, employee contribution will not exceed the amounts provided in the following schedules:

Maximum Employee Contribution Per Month March 1, 2002 – February 28, 2003

<u>2001 Plan</u>	\$5.00 (Single) \$15.00 (Family)
<u>1001 Plan</u>	\$12.50 (Single) \$37.50 (Family)
<u>5001 Plan</u>	\$18.00 (Single) \$50.00 (Family)

Maximum Employee Contribution Per Month March 1, 2003 – February 29, 2004

<u>2001 Plan</u>	\$10.00 (Single) \$30.00 (Family)
<u>1001 Plan</u>	\$18.00 (Single) \$50.00 (Family)
<u>5001 Plan</u>	\$22.00 (Single) \$60.00 (Family)

In addition, the City will continue to pay the full monthly premium cost of preventive dental coverage, as described above, for those employees who enroll in such a plan.

ARTICLE XI WAGES, HOURS AND OVERTIME

- 2001 4% on the Class A base salary
Additional \$100.00 to 5 year longevity
Additional \$200.00 to 10 year longevity
Additional \$300.00 to 15 year longevity
Additional \$300.00 to 20 year longevity
- 2002 4% on the Class A Base salary
- 2003 4% on the Class A Base salary
Additional \$200.00 to all longevity brackets

- 11.1 The annual, but not guaranteed salary, is based upon a general workweek of fifty-two (52) hours. The biweekly salary is computed by reducing the annual salary to a daily rate.

Approved absences, such as holidays, vacation time off and use of paid sick leave time will not result in a reduction in salary. **An employee will not be eligible to receive overtime compensation while on paid sick leave.** In the event an employee.....

11.7 Scheduled Meeting Attendance

In the event a firefighter or officer is required to attend a scheduled meeting on his normal and prescheduled days off, he shall be guaranteed two (2) hours pay. He will be compensated at the overtime rate for hours worked. This provision shall not apply for meetings scheduled immediately preceding or following the employee's regularly scheduled duty day. Scheduled overtime to attend meetings, training classes and other functions by order of the Chief shall be mandatory unless excused for just cause.

11.11 (a) In the event it becomes necessary to use an employee in the bargaining unit to act as the Fire Prevention Officer on an as needed temporary basis he shall be compensated at a level equal to a Lieutenants pay level.

11.12 (c) Mechanics Premium.

The Fire Chief may assign one (1) department member annually to be the Departmental Mechanic. The individual classified as the Departmental Mechanic shall be paid, in addition to all wages and benefits to which the member is entitled under the terms of this agreement, the sum of one thousand (\$1,000.00) dollars per year to be paid in equal biweekly installments along with his regular pay.

11.13 Lieutenants will be compensated 10% per year (Lts.) over the Class A third year rate and Captains will be compensated 10% (Capts.) over the Lieutenant rate.

11.14 Acting officers will be compensated with three (3) hours of compensatory time at the employee's straight-time hourly rate.

ARTICLE XII JURY DUTY PAY

12.1 The City will pay a regular full-time employee who takes time off from work to serve as a juror, for not more than thirty (30) calendar days, the difference between his jury duty pay and his regular straight-time hourly rate, provided the employee returns to the City any compensation received as a result of service on a jury. When an employee completes his jury duty on a given day for which he is scheduled to work, that employee will be expected to report for work as soon as practical.

ARTICLE XIV REIMBURSEMENT FOR APPROVED EDUCATIONAL COURSE COSTS

14.1 Reimbursement for Approved Educational Course Costs. For all subjects required to attain an Associates or Bachelors Degree in The Science of Fire and Safety Engineering or a related degree in the same occupational field for Fire Department personnel taken.....Only one Associates and/or Bachelors Degree will be reimbursed.

ARTICLE XV SPECIAL LEAVE

- 15.3 (C) The employee was following standard operating and safety procedures and the injury or illness is the direct result of Live Burn training or participating in "High Risk" training as a member of the Heights Area Special Rescue Team (HASRT).

ARTICLE XVI-LABOR/MANAGEMENT COMMITTEE

- 16.1 In the interest of sound labor/management relations, and upon the written request of the Employer or the Union president, once each quarter, the Mayor or his designee, and Fire Chief, shall meet with not more than three (3) representatives of the Union to discuss issues of mutual Labor/Management interest.
- 16.2 The party requesting such a meeting shall furnish the agenda to the other party at least five (5) calendar days in advance of scheduled meetings. The agenda, if provided by the Union, shall include the names of the Union representatives who will be attending. The purpose of such meeting shall be to:
- A. Discuss the administration of this Agreement;
 - B. Notify the Union of changes made by the Fire Chief which affect the Union;
 - C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
 - D. Disseminate general information of interest to the parties;
 - E. Discuss ways to increase productivity and improvement of efficiency; and
 - F. To consider and discuss health and safety matters relating to union members.
- 16.3 It is further agreed that should special labor/management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request as is practical.

ARTICLE XVIII SICK LEAVE

- 18.1 **Sick Leave Payment on Termination of Employment.** Effective January 1st, 2001 unused sick leave shall be cumulative up to 2000 hours. The City agrees that there shall be a sick leave buy-back at a ratio of 1:3 with a maximum of 2,000 hours of accumulated sick leave. The employee may elect to buy-back hours in excess of 1248 annually at a ratio of 1:3. Annual buy-back shall not exceed 60 hours.
- 18.2 **Paternity Leave** A firefighter will be permitted to use up to forty-eight (48) hours of his accumulated sick time to attend the birth of a child, to take care of his children during the hospital stay or on the day his wife returns home from the hospital.
- 18.3 **Voluntary Sick Leave Contribution**
- 18.4 **Justification and Approval of Sick Leave**
- (A) Requests for use of sick leave for absences from regularly assigned duties for a period of less than two (2) consecutive work days may be approved without medical certification, upon the employee providing a satisfactory written signed statement to justify use of sick leave; provided however, that such use of sick

leave without medical certification shall not exceed four (4) work days in a calendar year.

- (B) Requests for use of sick leave for absences from regularly assigned duties for a period of two or more consecutive work days shall be accompanied by medical certification subject to verification.
- (C) Requests for use of sick leave for the day preceding and/or the day following Free Days, Extra Holidays and/or Vacation Days shall be accompanied by medical certification subject to verification if requested by Chief.
- (D) As used herein workday is defined as follows:
 - (1) For employees working a forty-hour workweek, each consecutive eight working hours shall constitute one workday.
 - (2) For employees working a fifty-two hour workweek each consecutive twenty-four working hours shall constitute one workday.
- (E) Medical, dental, optical examination or treatment of the employee shall not be considered an approved use for sick time unless the appointment cannot be scheduled during non-work hours.
- (F) Checking on members on sick leave will be conducted through the use of public telephone or home visits, limited to one call or visit per day from the Fire Chief or his designee to the employee during the normal working hours of 0800-1700 weekends included.

18.5 All other policy and procedure governing the use, reporting and justification of sick time not covered in Section 18.4 of the contract is detailed in The Codified Ordinances of the City of South Euclid Chapter 137 as may be amended from time to time.

ARTICLE XIX ALCOHOL AND CONTROLLED SUBSTANCE ABUSE POLICY

19.9 Employee Assistance Program.

The City has contracted with Access Behavioral Care to establish a formalized Employee Assistance Program (EAP).....

The City shall have the right, without prior consultation with the association, to change EAP contractors. The City shall be solely responsible for the payment of all premiums associated with the cost of this program.

ARTICLE XXI RESIDENCY

21.1 All bargaining unit members are permitted to establish their residence at any point that is within twenty-five (25) miles from South Euclid City Hall. The Civil Service Commission may grant waivers of residence requirements due to hardship after consultation with the administration.

ARTICLE XXII COMPENSATORY TIME

22.1 Employees of the Fire Department shall accrue up to ninety-six (96) hours of compensatory time and utilize said compensatory time consistent with past practice and previously agreed upon departmental policies.