

STATE EMPLOYMENT  
RELATIONS BOARD

2001 DEC 13 A 10:54

IN THE MATTER OF FACT-FINDING

BETWEEN

SPRINGFIELD TOWNSHIP TRUSTEES

AND

SPRINGFIELD TOWNSHIP FIREFIGHTERS  
IAFF, LOCAL 3040

BEFORE: Robert G. Stein

SERB CASE NO. 01 MED 05-0544

PRINCIPAL ADVOCATE FOR THE UNION:

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and

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## **INTRODUCTION**

The bargaining unit is comprised of approximately twelve employees holding the classification of Fire-EMT Trainees, Fire-Medic Trainees, Fire-Medic, Shift Supervisor, and Lieutenant. The Township is some 18 square miles in size and has approximately 15,000 residents. The Department answers approximately 2,000 calls per annum, of which 90% are EMS responses. Prior to declaring impasse, the parties held several negotiation sessions and one mediation sessions (10/2/01) with the Fact-finder.

On 11/12/01 a fact-finding hearing was held, and the parties presented the Fact-finder with eight unresolved issues. Both advocates represented their respective parties well and clearly articulated the position of their clients on each issue in dispute. In order to expedite the issuance of this report, the Fact-finder shall not restate the actual text of each parties' proposals on each issue but will instead reference the Position Statement of each party. The Union's Position Statement shall be referred to as UPS and the Employer's Position Statement shall be referred to as EPS.

## **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 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 35      HEALTH INSURANCE**

**Union's position**

SEE UPS

**Employer's position**

SEE EPS

**Discussion**

The cost of health care coverage has increased substantially since 1999 and is projected to continue to increase above the rate of inflation. For example, the cost of family health care coverage in the bargaining unit rose from \$643.56 in 1999 to \$743.10 in 2001 (TWP 2). The new rate is \$809 for family coverage.

The most influential comparative data supplied by the Township was the settlement of the other safety unit in the Township, the Police unit. The parties accepted the recommendation of Fact-finder Nelson to have a sharing arrangement once a particular cap has been reached. Safety units are closely aligned in collective bargaining settlements within political entities and often seek parity with one another in terms of benefits and wages. Adhering to a settlement pattern, absent special circumstances or needs, is a well-accepted principle in collective bargaining. Health care is a benefit that for reasons of practicality (e.g. group experience rates, purchasing leverage for the employer) is often identical for all employees of an organization. What the Township is

proposing is internally consistent and supported by the trend in Ohio public sector entities. It is reasonable to recommend the same approach to healthcare for both safety-bargaining units.

**Recommendation**

**Article 35**

**HOSPITALIZATION INSURANCE COVERAGE**

Section 35.1: All members of the Bargaining Unit shall be furnished with hospitalization that is substantially similar to the coverage set forth in the existing policy held by the Township with Anthem Blue Cross/Blue Shield. **The Township will provide at its cost individual coverage for employees for the duration of the Agreement. The Township further agrees to pay up to Six Hundred Fifty Dollars (\$650) per month to maintain an individual plus one dependent coverage and up to Eight Hundred Fifty Dollars (\$850) per month to maintain individual plus more than one dependent coverage. If any time during the life of this Agreement the monthly premiums for said insurance coverage exceed the aforestated amounts (in excess of Six Hundred and Fifty Dollars (\$650) and Eight Hundred and Fifty Dollars (\$850), it shall be split 50/50 between the Township and the employee. Employee contributions will be deducted from the employee's regular pay. In the event the Township changes insurance carriers during the life of this Agreement, and such change results in no impact on benefits; the Township shall provide the Union with at least fifteen- (15) day's notice of the change. In the event the Township wishes to make a change in the insurance benefits that are substantially different than that provided by the aforestated plan, the Township shall negotiate such changes with the Union.**

**ISSUE 2      ARTICLE 24      HOURS OF WORK**

**Union's position**

SEE UPS

**Employer's position**

SEE EPS

**Discussion**

The Township wants to maintain the current arrangement of hours. It argues the reduction of 209 hours per annum per employee would deprive the Township of the full use of its workforce and its citizenry of coverage by the Department. The Township admits that its work schedule varies from that of many other departments in the area, but argues that the earnings of employees are substantial. The Township also argues that its ability to pay would be hampered by such a change.

The comparative data in neighboring jurisdictions (e.g. Copley, Coventry, Green, Jackson) support the Union's position in this matter. The Union is asking for the same annual hours as Green, which for example, is still more hours than fire fighters work in nearby Coventry and Jackson Townships. There was no data offered during the hearing to suggest that many other comparable jurisdictions have similar working hours. What the Union is seeking in this reduction will require a change, but it is not unreasonable in light of the comparable data. The Township points out that Green has a more substantial revenue base. This is accurate and necessitates a more planned approach to the E.D.O. days that must be incorporated in the schedule. Any change in hours should take into account scheduled requirements and the administrative planning necessary to accommodate such changes. In addition, there are other articles of the Agreement, such as vacation leave, that are based on the calendar year and are scheduled well in advance.

**Recommendation**

**During the first 17 months of the Agreement current language is recommended:**

Article 22  
**HOURS OF WORK**

**Section 22.1:** The work schedule for members of the Bargaining Unit shall be determined by Management, and shall comply with one of the following schedules:

**212 (hours) / 28 (days) FIXED SCHEDULE:** The basic work schedule shall be 24 hours on-duty, followed by 48 hours off-duty.

Hours scheduled and worked that exceed 212 in a 28-day work cycle shall be compensated at an overtime rate as required by the Fair Labor Standards Act. These hours shall be tracked for each 28-day pay cycle and shall be payable as outlined in Section 22.3. Employees under this Article shall be considered salaried employees for 2,920 scheduled hours per year. Bargaining Unit Members shall receive additional compensation at the rate of one-half-time (2 time) the rate established in Article 24 for scheduled hours worked in excess of 212 hours in a 28-day cycle.

**160 (hours) / 28 (days) FLEX SCHEDULE:** The basic work schedule shall be an 8-12 hour shift on-duty (established by the Fire Chief) followed by 16-12 hours off (completing the 24-hour cycle). An employee working this schedule shall also receive a minimum of two consecutive days off during each 7-day workweek.

Hours scheduled and worked that exceeds 160 in a 28-day work cycle shall be compensated as overtime as required by the Fair Labor Standards Act. These hours shall be tracked for each 28-day pay cycle and shall be payable on the pay period that completes the 28-day pay cycle. Employees under this Article shall be considered salaried employees for 2,080 scheduled hours per year. Bargaining Unit Members shall receive additional compensation at the rate of one-and-one-half time (1-1/2 time) the rate established in Article 24 for scheduled hours worked excess of 160 hours in a 28-day cycle.

**Section 22.3:** Half-time paid under Section 22.1A above shall be payable annually on the first pay date in November.

**Section 22.4:** The Township reserves the exclusive right to establish work schedules for all Bargaining Unit Members.

**Effective January 1, 2003 the following schedule shall take effect:**

**Section 22.1: The work schedule for members shall comply with one of the following schedules:**

- A. 208 (hours) / 28 (day) fixed: The basic work schedule shall be twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty.**
- B. A forty- (40) hour fixed or flex schedule: The basic work schedule shall be an eight- (8) or ten-(10) hour day or a variation thereof. The member would receive 2 consecutive days off after completing 40 hours.**

**Section 22.2 Members assigned to a 208/28 work schedule shall be afforded one (1) twenty-four (24) hour shift off termed an Earned Day Off (E.D.O.) every fourteenth (14<sup>th</sup>) shift.**

**Section 22.2 A. First year transition deferral of E.D.O. days**

**In order to provide the Township with additional flexibility to adjust to the new schedule the following one time deferral option is in place for 2003:**

*During the first year of the new schedule only, the Township may invoke a deferral of up to ½ of the E.D.O. days for each member. The Employer may require that a member work these E.D.O. days and receive compensation time (at the appropriate rate) that will be banked. Prior to the end of the year, the member may use any or all of the banked time (scheduled with approval of the Chief) or the member, at his option, shall be paid for such time. Any time not used by the end of 2003 shall be paid to the member. This deferral option, 22.2 A, expires December 31, 2003 and shall no longer have any force or effect, unless renewed by mutual agreement of the parties.*

**Section 22.3 A bid process within each shift shall determine the day on which the E.D.O. rotation begins. The bid process will take place in December and the rotation shall begin in January.**

**Section 22.4 Employees can switch E.D.Os within their respective shifts with the approval of the Fire Chief. E.D.O. trades must be repaid within E.D.O. cycle.**

**Section 22.5 The Township reserves the right to establish the work schedule to which an employee is to be assigned.**

**ISSUE 3      Article 24      Wages**

**Union's positions**

SEE UPS.

**Employer's position**

SEE EPS.

**Discussion**

The fact that the bargaining unit works considerably more hours than their counterparts in neighboring communities makes comparisons of wages difficult. The most relevant internal comparable in terms of wage increases is once again the Police bargaining unit. This settlement (through fact-finding) resulted in an increase of 3.25% a year, plus a recommendation affecting the pay steps (or pay schedule). The Union is asking for a pay schedule reorganization/upgrade and 5% increases in the 2<sup>nd</sup> and 3<sup>rd</sup> year of the Agreement. The Township states that the combination of the Union's pay proposals and its proposal to reduce hours of work is unaffordable.

The comparable data of neighboring jurisdictions demonstrates that the bargaining unit's wage schedule could be more competitive. The new wage schedule proposed by the Union also has some comparative support. For example, the Union's comparative evidence indicates a trend to pay Fire Medics for experience. Given the fact that 90% of the calls in the Department are medical in nature, it appears reasonable to recognize what experience can bring to this critical position. In the public sector it is

common to see experience step increases between 3% and 5%. Any adjustments for recognition of experience in the rank of Fire-Medic will necessitate that the same differential between it and the higher rank of supervisor be maintained as is indicated in the current wage schedule.

It is not clear that a differentiation in wage/experience levels makes sense after a couple of years. The learning curve flattens out quickly in jurisdictions where fire-medic employees are getting a concentrated amount of experience in a short period of time. According to the record, Fire-Medics in Springfield have a great deal of experience in medic runs annually. What also complicates this matter is the fact that overtime pay is not part of the Union's comparisons. In fact, neither party included it. Without knowing what overtime is worked in other comparable jurisdictions, it is difficult to consider it in determining a proper wage level. The parties are also in dispute over retroactivity. However, as with most negotiations, the delay in resolution that takes negotiations/impassé proceedings well past the contract ending date is frequently a function of hard bargaining and hashing out honest differences of opinion. The Fact finder did not detect any acrimony between the parties that would indicate bad faith bargaining caused a delay in settlement. It is also noted the Police unit went beyond its contract deadline during fact finding, and retroactivity was awarded.

I find the Township's 2.5% wage proposal to be substandard when compared to on going settlements in the state of Ohio and in the neighboring jurisdictions. Settlements have ranged between 3% and 4% during 2001. Settlements in neighboring jurisdictions (brought out during the hearing) also ranged between 3 and 4% for Copley, Coventry, Franklin, Green, Jackson, and Tallmadge. The across-the-board wage

settlement with the police unit called for increases of 3.25% each year of the Agreement, retroactive to January 1, 2001. This internal comparable is persuasive in structuring a wage settlement that incorporates some modifications in the wage schedule. Said modifications are based upon the critical role of Fire-Medics and the fact that the police unit appeared to receive a wage schedule modification.

**Recommendation**

**The current pay schedule shall be modified in part as follows:**

**Article 24  
WAGES**

**Section 24.1: Effective August 1, 2001 (retroactive), the following pay schedule for members of the Collective Bargaining Unit shall apply, based on the work schedule established in Article 22.2.**

	<u>8/1/01</u>	<u>8/1/02*</u>	<u>8/1/03**</u>
<b>EMT TRAINEE.....</b>	<b>\$ 11.11</b>		
<b>MEDIC TRAINEE.....</b>	<b>\$ 11.77</b>		
<b>FIRE-MEDIC.....</b>	<b>\$ 12.61</b>		
<b>FIRE-MEDIC w/one year</b>	<b>\$ 13.11</b>		
<b>FIRE-MEDIC w/two years</b>	<b>\$ 13.64</b>		
<b>SUPERVISOR.....</b>	<b>\$ 15.31</b>		
<b>LIEUTENANT.....</b>	<b>\$ 16.70</b>		

**\* increase all 02 rates by 3.25%**

**\*\* increase all 03 rates by 3.25%**

**24.2 If still applicable, the structure of wage schedule should mirror the recommended schedule for 24.1 above (i.e. adding new FIRE-MEDIC levels and keeping the same wage differentiation between the top FIRE-MEDIC and above ranks. The across the board wage increases for all years should be applied in the same fashion. *If this section is no longer applicable it should not appear in the successor Agreement.***

### **24.3 Current language**

#### **ISSUES 4, 5 ARTICLES 25, 29 OVERTIME & EMERGENCY CALL BACK**

##### **Employer's position**

SEE EPS

##### **Union's position**

SEE UPS.

##### **Discussion**

Given the changes recommended above, no change other than that which is required by the new wage structure 24.1, and the modifications to work hours beginning in January of 2003 are supported by the data presented at the hearing.

##### **Recommendation**

**Maintain current language, except for modifications in language that are necessitated by recommendations contained in Issues 2 and 3 above.**

#### **ISSUE 6 Article 26 HOLIDAYS**

##### **Employer's position**

SEE EPS.

##### **Union's position**

SEE UPS.

**Discussion**

The number of holidays the bargaining unit receives is competitive with other comparable jurisdictions. The other changes being sought by the Union are not supported by comparable data, and there is no documentation to indicate problems with the current language.

**Recommendation**

**Maintain current language, except for any clerical changes necessitated by recommendations contained in Issue 2 and 3 above.**

**ISSUE 7      ARTICLE 27      VACATION**

**Union's position**

SEE UPS.

**Employer's position**

SEE EPS.

**Discussion**

There was no substantial data presented that would justify a departure from current language. The bargaining unit has a competitive vacation schedule with the comparable districts submitted into evidence.

**Recommendation**

**Maintain current language, except for any clerical changes necessitated by recommendations contained in Issue 2 and 3 above.**

**ISSUE 7      Article 30 SICK LEAVE**

**Employer's position**

SEE EPS.

**Union's position**

SEE UPS.

**Discussion**

There is no substantial evidence of a problem with current language, nor is there sufficient evidence to demonstrate that the Township does not favorably compare with other neighboring jurisdictions.

**Recommendation**

**Maintain current language, except for any clerical changes necessitated by recommendations contained in Issue 2 and 3 above.**

**ISSUE 8      New Article    SEPERATION COMPENSATION**

**Employer's position**

SEE EPS.

**Union's position**

SEE EPS.

**Discussion**

At this point in time and with the other recommendations contained above, I find no substantive justification to add this new provision to the Agreement.

**Recommendation**

**This new language is not recommended.**

**TENTATIVE AGREEMENTS**

During negotiations, mediation, and fact-finding the parties reached tentative agreement on several issues. These tentative agreements are part of the recommendations contained in this report.

The Fact-finder respectfully submits the above recommendations to the parties this 11th day of December 2001 in Portage County, Ohio.

A handwritten signature in black ink, appearing to read "Robert G. Stein", written over a horizontal line.

Robert G. Stein, Fact-finder