

2002 JAN -7 A 10: 58

**IN THE MATTER OF FACT-FINDING
BETWEEN**

| | | |
|-----------------------------------|---|--------------------------------|
| PAINESVILLE TOWNSHIP |) | |
| |) | CASE NO. 01-MED-09-0850 |
| |) | |
| AND |) | |
| |) | |
| |) | <u>FACT-FINDING</u> |
| |) | <u>RECOMMENDATIONS</u> |
| PAINESVILLE TOWNSHIP |) | |
| PROFESSIONAL FIRE FIGHTERS |) | |
| IAFF LOCAL 3411 |) | |

JAMES M. MANCINI, FACT-FINDER

APPEARANCES:

FOR THE UNION

James P. Astorino

FOR THE TOWNSHIP

Tom Grabarczyk

SUBMISSION

This matter concerns fact-finding proceedings between Painesville Township (hereinafter referred to as the Township) and the Painesville Township Professional Fire Fighters, IAFF Local 3411 (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding proceedings were held on December 20, 2001.

The fact-finding proceedings were 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 impasse. 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 waived 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

- Article 13:** 13.4 will be deleted.
13.6 will remain the same.
- Article 14:** Divide article 14 into sections, to read as follows:
- 14.1 Employees shall be compensated at the rate of one and one-half (1 and ½) times their regular hourly rate of pay for all hours actually worked in excess of one hundred fifty nine (159) hours in each twenty-one (21) period worked. "Hours actually worked" shall include all hours worked, including floating holiday time, vacation time, and education time (if not on duty) for classes necessary to maintain certification as an EMT or Paramedic. "Hours actually worked" shall not include sick time, personal leave, injury leave or compassionate leave.
- 14.2 There shall be a call list for overtime. . .
- 14.3 If an Employee accepts the overtime. . .
- 14.4 The station where the overtime is to take place does the calling to fill the shift. When calling . . .
- (last line of section 14 to be deleted)
- Article 15:** 15.1 will allow for an increase of 6% for all classes in 2002, 3 1/2% for all classes in 2003, and 3 1/2% for all classes in 2004.
15.2 current will be deleted. New section: "In the year 2002 only, a paramedic who was employed prior to January 1, 1999 will receive a one time lump sum payment of \$1,500.00."
15.3 will be deleted.
- Article 17:** No sooner than December 1 of any year, all employees with one or more year of service will receive an annual clothing allowance of \$575 in 2002, \$650 in 2003, and \$725 in 2004. Employees are responsible for providing receipts or other documentation to establish entitlement for this reimbursement. The employer and employee agree to allow for a minimum of \$20 per month for personal laundry services without the need for documentation, provided the employee sign a statement to the effect that the expense was incurred. In the year 2002, receipts may be turned in on April 1, and again after December 1.
Each Employee will bear the full . . .

Article 19: Employees eligible for sick leave shall be entitled to accrue unused sick leave from year to year up to a maximum of one thousand four hundred fifty six (1,456) hours. Upon termination, retirement or death, an Employee shall be paid the value of his accrued but unused sick leave at his rate of pay upon termination, retirement or death not to exceed the value of three hundred forty three (343) hours of accrued but unused sick leave.

Article 20: 20.1 All Employees who have completed one year . . .

- a. Year 2 - 96 hours (4 shifts)
- b. Year 3 – 5 - 108 hours (4 ½ shifts)
- c. Year 6-7 - 120 hours (5 shifts)
- d. Year 8-14 - 168 hours (7 shifts)
- e. Year 15-24 - 216 hours (9 shifts)
- f. Year 24 on - 264 hours (11 shifts)

Article 21: No change.

Article 26: Section 26.4 (New section) With regard to employees who respond to emergency medical and hazardous materials incidents, the Township agrees to reimburse employees for any out of pocket expense incurred for blood testing and related immediate treatment necessary to determine if an infectious disease has been contracted which are not covered by any other source such as Workers Compensation and/or health insurance.

Article 33: No change.

Article 39: No change.

New Items: Working out of class pay: In the event the shift Lt. is off duty for the shift, the senior firefighter is to take on the responsibility of Acting Officer until his return, and the Acting Officer shall receive an additional \$20.00 for that shift only. In the event the Fire Chief is out of service and unavailable on a shift, the shift Lt. is to take on the responsibilities until his return, the Lt. is to receive an additional \$20.00 for that shift.

New Article: (Preamble or postscript)

This Agreement shall be subject to and subordinated to any applicable present and future federal, state and local laws which mandate that such law supercede this agreement. The invalidity or unenforceability of any provision of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

If the enactment of legislation, or a determination by a court of competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision had not been included herein.

In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet, if necessary, within thirty (30) days to negotiate a lawful alternative.

CONCLUSION

In conclusion, this fact-finder hereby submits the above referred to recommendations on the outstanding issues presented to him for his consideration. This fact-finder further recommends that all previous tentative agreements reached by the parties be incorporated into their new Collective Bargaining Agreement.

JANUARY 2, 2002

James M. Mancini
JAMES M. MANCINI, FACT-FINDER