

STATE EMPLOYMENT  
RELATIONS BOARD

2003 JUL 30 A 10: 22

IN THE MATTER OF FACT-FINDING

BETWEEN

RAVENNA TOWNSHIP PROFESSIONAL FIRE FIGHTERS  
IMP LOCAL # 4201

AND

RAVENNA TOWNSHIP BOARD OF TRUSTEES

BEFORE: Robert G. Stein

SERB CASE NO. 02-MED-10-1152

PRINCIPAL ADVOCATE FOR THE UNION:

Michael Taylor, Advocate  
3<sup>rd</sup> District Vice-President  
OAPFF  
615 Buena Vista Blvd.  
Steubenville, OH 43952-1022

and

PRINCIPAL ADVOCATE FOR THE TOWNSHIP:

John Barkan, Advocate  
JOHN BARKAN & ASSOCIATES, INC.  
PO Box 1417  
Mentor OH 44061-1417

## **INTRODUCTION**

The bargaining unit is comprised of approximately three (3) employees holding the classification of Lieutenant. All three bargaining unit members have or will be promoted to Captain. Both Advocates represented their respective parties well and clearly articulated the position of their clients on each issue in dispute. The Fact-finder, at the request of the parties, conducted a mediation session. With the able leadership of the parties' Advocates, an agreement was reached on all outstanding issues. The agreement is included in Appendix A of this Report.

## 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:

**ISSUES 1 through 4**

**Miscellaneous Payroll Issues, Officer-in-Charge Pay,  
Promotions, and Wages**

**Union's position**

SEE Union's Position Statement

**Employer's position**

See Employer's Position Statement

**Discussion**

After hearing the arguments, and reviewing the evidence submitted by both parties, the Fact-finder conducted a mediation session in which the parties were able to agree in principal on the issues, providing said issues where incorporated in the Fact-finder's report. Appendix A represents recommendations on the specific text of all the issues submitted to Fact-finding.

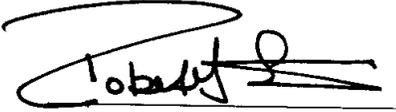
**Recommendation**

See Appendix A

## TENTATIVE AGREEMENTS

During negotiations the parties reached tentative agreement on several issues and there was agreement in principle (pending the Fact-finding Report) on the four (4) remaining issues before the Fact-finder. These tentative agreements are part of the recommendations contained in this report.

The Fact-finder respectfully submits the above recommendations to the parties this 28th day of July 2003 in Portage County, Ohio.



Robert G. Stein, Fact-finder

## APPENDIX A

RE: SERB Case No. 02-MED-10-1152  
Ravenna Township Professional Fire Fighters, IMP Local #4201  
and Ravenna Township Board of Trustees

The outstanding issues before the Fact-finder were as follows:

1. Miscellaneous payroll issues
2. Officer-in-charge pay
3. Promotions
4. Wages

The following recommendations are made as a result of tentative agreement reached by the parties during fact-finding, held July 8, 2003. Due to the fact that an agreement in principle was reached on all the issues, the parties waived the necessity of including rationale for the following recommended language.

1. **Miscellaneous payroll issues:** During the mediation sessions, the issues were discussed and the IAFF agreed to drop their proposed article, which listed various subjects. The parties agreed that the current method of payroll and related functions of payroll would continue. Changes in certain areas of payroll will be forthcoming, and employees will be notified of such changes. **No contract language will be added to the agreement at this time.**

2. **Officers-in-charge pay:** During mediation, Fire Chief Steve Bosso amended his stance on when an employee would be paid when acting as the "officer-in-charge" in the absence of the appropriate officer. As a result, the parties have agreed to the following article:

### **Article Officer-in-Charge Pay**

**Section 1.** An employee, who is required by the Fire Chief's direction to act as the Officer-in-charge, shall receive compensation for such hours equal to the lowest rate of pay for the position he/she is filling.

**Section 2.** The assignment of the Officer-in-charge shall be based on seniority of the employees scheduled to work the shift needing the Officer-in-charge.

3. **Promotions:** After intense mediation conducted by the Fact-finder, the issue of promotions was resolved with agreed to language and an agreement on promotions prior to implementation of the contractual language.

The parties agreed to the following conditions for current employees:

- A. All current officers (Heather Switzor and Phil Anders) and current firefighter

Mike Goodwin will be placed in the same officer position, with the same rate of pay for that position. This will be effective upon the date of the Fact-finder's report to the Township and IAFF.

B. All employees mentioned in A. above will be required to complete the "assessment center" part of the new promotional procedure. The Fire Chief will determine the assessment center, and he will arrange for the employees' participation at the location he chooses.

C. Each employee must successfully complete the assessment course in order to maintain his or her officer position.

D. If the assessment center identifies areas in which the individual needs assistance in fulfilling his or her duties as an officer, the Fire Chief shall make the necessary arrangements for such "training" for the employee.

E. An employee required to participate in added training for issues derived from the assessment testing must successfully complete the training in order to maintain his or her officer rank. Failure to successfully complete the training will be reason to remove the employee from the officer rank, and he or she will be placed back into a Fire Fighter/Paramedic position.

F. Each employee will be required to complete a "promotional probationary" period of six (6) months. The effective date of this probationary period shall also be the date of the Fact-finder's report to the Township and IAFF.

G. All future promotions shall be conducted under the appropriate language in the collective bargaining agreement executed by the parties.

The language covering future promotions shall be the following:

### **Article Vacancy, Promotion, and Transfer**

**Section 1.** The parties agree that all appointments to positions covered by this Agreement, other than original appointments, shall be filled in accordance with this Article.

**Section 2.** Whenever the Employer creates a new position, or determines that a permanent vacancy exists, a notice of such position or vacancy shall be posted on the employees' bulletin board for seven (7) calendar days. During the posting period, members of the bargaining unit eligible to apply for the new or vacant position shall do so by submitting a written application to the Employer. If at the end of the posting no employee(s) from the bargaining unit have submitted a written application for the new or vacant position, the Employer then shall post and accept written applications from anyone eligible to apply for the new or vacant position. The Employer shall not be obligated to consider any applications submitted after the posting date or for those who do not meet the minimum qualifications of the job.

**Section 3.** Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position, pending the Employer's determination to fill the vacancy on a permanent basis.

**Section 4.** All timely filed applications shall be reviewed considering the following criteria:

Overtime **hours x Regular** Hourly Rate x time and One-half (14/2)

qualifications, experience, abilities, education, work record, previous job performance, disciplinary record, and physical and mental capabilities.

**Section 5.** Once the selection has been made, the Employer will notify all applicants of the selection.

**Section 6.** Promotional selections shall be based on the following:

1. Written examination conducted by an outside agency
2. Assessment Center Test, conducted through an authorized assessment center
3. Interview with the Fire Chief and Assistant Fire Chief

The Employer shall purchase any relevant promotional exam study guides/books prior to the promotional examination, which employees may review in preparation for the examination. Such study guides/books shall remain the property of the Employer and shall remain on the Employer's premises.

The above shall be scored in the following manner:

- |   |                   |
|---|-------------------|
| 1. Written exam (score of 70 must be attained): | 33% of test score |
| 2. Assessment Center score:                     | 55% of test score |
| 3. Interview:                                   | 10% of test score |

The ranking of the candidates who have successfully completed all portions of the promotional examination process shall be posted for a period of five (5) days in the fire department. The Employer shall appoint the candidate with the highest composite score. The list shall be valid for eighteen (18) months from the date of posting. The list may be extended for an additional twelve (12) months at the discretion of the Employer.

**Section 1.** The Employer shall post the promotional date and the list of study guides/books ninety (90) calendar days prior to the date of the promotional examination.

**4. Wages:** The parties have agreed to wage increases for the ranks of Fire Fighter/Paramedic and Lieutenant/Paramedic. (The title of Lieutenant/Paramedic will be changed in the appropriate manner with SERB upon the conclusion of the negotiations. In the mean time, the current title of Lieutenant will be used, even though within the Fire Department organization, the title of Captain is now in use, and Lieutenant has been deleted.) The wages for the Fire Fighter/Paramedic are as proposed by the Township, with the rank differential mediated to eight percent (8%). The new rates will be retroactive to May 1, 2003. Wages that will be effective May 1, 2004 and May 1, 2005 will be negotiated under a wage re-opener in the collective bargaining agreement. The new wage rates are reflected in the wage article that follows:

**Article  
Wages**

**Section 1.** Effective May 1, 2003, all full-time employees, covered by this Agreement, shall be compensated at the following hourly rate of pay:

<b>Lieutenant Paramedic</b>		<b>\$ 13.10/ hour (annual salary of \$32,700)</b>
<b>Firefighter/Paramedic</b>	<b>1 yr</b>	<b>\$ 12.13/ hour (annual salary of \$30,276)</b>
<b>Firefighter/Paramedic</b>	<b>6 mo</b>	<b>\$ 11.22/hour (annual salary of \$28,005)</b>
<b>Firefighter/Paramedic</b>	<b>start</b>	<b>\$ 10.31/hour (annual salary of \$25,733)</b>

Effective May 1, 2003 and continuing for the duration of this agreement, there shall be an eight percent (8%) rank differential between the ranks of **Lieutenant/Paramedic and Firefighter/Paramedic.**

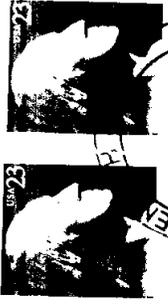
**Section 2.** All full-time employees covered by this Agreement shall receive overtime pay for all hours worked that exceed the employee's regularly scheduled duty. Hours worked during a prior arranged switch of scheduled duty shall not be considered overtime.

**Section 3.** All requests for payment of overtime hours worked shall be at the sole discretion of the Fire Chief.

**Section 4.** Overtime pay shall be determined in compliance with the Fair Labor Standards Act (FLSA). The regular annual wage shall be divided by the total scheduled hours of work in a one-year period (2496) to determine the regular hourly wage. The overtime pay shall be computed as follows:

**Overtime hours x Regular Hourly Rate x time and One-half (1-1/2).**

**Section 5.** This article shall be reopened in 2004 to determine wages for all employees that will become effective May 1, 2004 and May 1, 2005. The re-opener shall be in accordance with Ohio Revised Code Chapter 4117.



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