

STATE EMPLOYMENT  
RELATIONS BOARD

IN THE MATTER OF FACT-FINDING

2004 OCT 12 P 12: 03

BETWEEN

RAVENNA TOWNSHIP TRUSTEES

AND

RAVENNA TOWNSHIP FIREFIGHTERS ASSOCIATION

BEFORE: Robert G. Stein

SERB CASE NO. 04 MED 02 0090

PRINCIPAL ADVOCATE (S) FOR THE UNION:

George B. Vasko  
VASKO, ROBERTO & EVANS CO., L.P.A.  
Delaware Building  
137 S. Main Street, Suite 206  
Akron OH 44308

and

PRINCIPAL ADVOCATE FOR THE TOWNSHIP:

John N. Barkan, Jr.  
J N BARKAN & ASSOCIATES, INC.  
7575 Tyler Blvd., C-3  
Mentor OH 44060-4885

## INTRODUCTION

The bargaining unit is comprised of approximately 26 part-time employees of the Ravenna Fire Department (herein "Department") in the positions of Part-time Captains; Lieutenants; Firefighter/EMT/Paramedic. (Herein "bargaining unit members"). The Department has been in existence since 1994. During the past 10 years the Department has grown in call volume, response area, and in the level of service provided by better trained personnel. There are three part-time employees assigned per shift and they are currently responsible for covering a 23 square mile area and the community of Brady Lake. The State Employment Relations Board certified the bargaining unit on May 22, 2003. The parties commenced negotiations March 4, 2004 and engaged in several negotiation sessions prior to reaching impasse over the issues of wages, duration, training, health insurance, and sick leave.

A fact-finding hearing was held on August 26, and September 2, 2004. 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 party's 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:

ISSUES 1 through 5

WAGES, DURATION, HEALTH CARE WAIVER,  
TRAINING, SICK LEAVE

**Union's position**

See UPS.

**Employer's position**

See EPS.

**Discussion**

The Department is relatively new, being only in existence for some 10 years. However, it has the appearance of a far more mature unit and the emphasis on training under the leadership of the Chief, and the dedication of its employees are likely to be responsible for this progress. And, as stated in the introduction, the Department has quickly expanded its responsibilities and service areas. For example, the Department had approximately 700 calls in 1994 and over 1300 calls in 2003.

Both parties agree that the wage structure needs to be improved to be more competitive with surrounding townships. The central dispute between the parties is the degree of improvement during this first contract

period. There was no immediate evidence to suggest that the Department is experiencing turnover that jeopardizes its operational effectiveness, yet there is definitely evidence of turnover. The loss of well-trained staff is always a concern in a part-time department.

Although the Township is in reasonably good financial condition, funds are not unlimited. The Township is not located in a wealthy area of the state, and it must rely upon levies to fund its Fire Department. Being a part-time department, there is an emphasis on wage improvement versus other benefit improvements. Additionally, it was noted that most of the comparable data provided by the Union demonstrated that like departments (from the Union's perspective) had more generous wage structures, but did not provide sick leave, health care, or longevity to their employees (See Union exhibits). For example, the only comparable Fire Department that provides longevity is Mantua (Union Ex. 7).

It is also noted that health care coverage provided to full-time personnel by the Township is costly. For example, the cost of family coverage is currently \$1253.13 per month or over \$15,000 per year. Moreover, the data appears to suggest that only two bargaining unit members may benefit by extending health care coverage to the bargaining unit. At this point in time, it would appear that the wage structure is a higher priority for the bargaining unit and will benefit the greatest number of employees.

This is the parties' first agreement, and the Union is seeking to have the Collective Bargaining Agreement run retroactively from 3/4/04 to 4/26/06 (See Union's 8/30/04 Position Statement). The Township is seeking to begin the agreement upon ratification and have it end 4/30/06. In November of 2005, the fire levy is up for a vote, a factor both parties acknowledged as critical to the financial condition of the Department.

The settlements of the hourly rates for training are tied to recommendation and settlement for wages. The parties appear to be approximately \$63,000 apart on wages (See Employer Exs. 1 and 2). The bargaining unit's last increase was 3% across-the-board and was received in January of 2004. I find the data support a wage increase and a wage equity adjustment in order to make sure the Department does not fall too far behind surrounding communities. The Employer is proposing to increase wages by a substantial percentage. The Union is seeking even a more substantial increase. However, given the longevity of the Department, and the necessary support of the public, the amount of the disparity between current wages and average wages of surrounding townships require a prudent graduated approach to achieving equity. The Union provided several comparables to demonstrate that the bargaining unit's wages are below surrounding townships such as Brimfield (Union Ex. 8) and Suffield (Union Ex. 5). The Union's proposal also contains

a differential for captains. It is common in the public sector for bargaining agreements to contain a differential for those holding a higher rank.

**Recommendation**

**The evidence and testimony support a change in the wage structure, but do not support any other changes in the areas of sick leave or health care. Changes in training rates will be determined by wage adjustments in Appendix A.**

**See Appendices A Salary Schedule and B Duration.**

## TENTATIVE AGREEMENTS

During negotiations 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 7<sup>th</sup> day of October, 2004 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

Appendix A

<u>Employee</u>	<u>Rank</u>	<u>EMT</u>	<u>Medic</u>	<u>I - II</u>	<u>07/01/2004</u>	<u>07/01/2005</u>	<u>1/1/06**</u>
Cowdrey	Capt*	xx		II	\$ 8.50	\$ 8.75	
Evans	Capt*		xx	II	\$ 9.50	\$ 9.75	
Scott	Capt*	xx		II	\$ 8.50	\$ 8.75	
Stankiewicz	Capt*	xx		II	\$ 8.50	\$ 8.75	
Anders	FF	xx		II	\$ 7.50	\$ 7.75	
Bakes	FF		xx	II	\$ 9.00	\$ 9.25	
Barker	FF	xx		II	\$ 7.50	\$ 7.75	
Bell	FF		xx	II	\$ 9.00	\$ 9.25	
Bica	FF	xx		I	\$ 9.00	\$ 9.25	
Blubaugh	FF		xx	II	\$ 9.00	\$ 9.25	
Collins	FF	xx		II	\$ 7.50	\$ 7.75	
Dix	FF	xx		I	\$ 7.00	\$ 7.25	
Dorsey	FF	xx		I	\$ 7.00	\$ 7.25	
Gasaway	FF	xx		I	\$ 7.00	\$ 7.25	
Hudkins	FF		xx	II	\$ 9.00	\$ 9.25	
Kozak	FF	xx		II	\$ 7.50	\$ 7.75	
LeRoux	FF		xx	II	\$ 9.00	\$ 9.25	
Lown	FF	xx		I	\$ 7.00	\$ 7.25	
Lucas	FF	xx		II	\$ 7.50	\$ 7.75	
McClintock	FF		xx	II	\$ 9.00	\$ 9.25	
Rittinger	FF	xx		I	\$ 7.50	\$ 7.75	
Roland	FF		xx	II	\$ 9.00	\$ 9.25	
Seegert	FF	xx		II	\$ 7.50	\$ 7.75	
Simone	FF		xx	II	\$ 9.00	\$ 9.25	
Schmitz	FF	xx		I	\$ 7.00	\$ 7.25	
Vygle	FF		xx	II	\$ 9.00	\$ 9.25	
Simmons	FF		xx	II			
Woolf	FF		xx	II			

\* All captians shall receive an added differential of \$.75 per hour above their hourly rate.

\*\* All employees shall receive an hourly rate increase of \$.25 contingent upon Levy passage in 2005.

Article 33  
Duration of Agreement

Section 1. This Agreement shall be effective **July 1, 2004**, and shall remain in full force and effect until **April 30, 2006**.

Section 2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) days, or no later than ninety (90) days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) weeks upon receipt of the notice to negotiate.

Section 3. The parties acknowledge that during negotiations which resulted in this Agreement, each side had the unlimited right to make demands and proposals on any subject matter not covered by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Township and the Association, and all prior agreements either oral or written, are hereby cancelled. Therefore, the Township and the Association, for the life of this agreement, each voluntary and unequivocally waives the right and agrees that other party shall not be obligated to bargain collectively or individually with respect to any subject or matters may not have been within the knowledge of either party or both parties at the time they negotiated or signed this Agreement.

Section 4. This Agreement shall remain in full force and effect during the negotiations leading up to the successor agreement of this Agreement.

Section 5. Should either party wish to amend or modify any of the provisions of this Agreement at a time other than provided for in any Article of this Agreement, such proposed amendment or modification shall be only by written mutual consent of the parties.

