

Susan Grody Ruben, Esq.
Arbitrator, Mediator, Factfinder
30799 Pinetree Road, No. 226
Cleveland, OH 44124

**PURSUANT TO O.R.C. 4117.14(C)
UNDER THE AUSPICES OF THE
STATE EMPLOYMENT RELATIONS BOARD**

IN THE MATTER BETWEEN)	
)	
PLAIN TOWNSHIP BOARD OF TRUSTEES)	
and)	FACTFINDER'S REPORT
PLAIN TOWNSHIP PROFESSIONAL FIRE FIGHTERS, IAFF LOCAL 2967)	SERB CASE NO.
)	13-MED-01-0052

This Factfinding arises pursuant to Ohio Revised Code Section 4117.14(C). The Parties, Plain Township Board of Trustees (“the Township”) and Plain Township Professional Fire Fighters, IAFF Local 2967 (“the Union”), selected Susan Grody Ruben to serve as sole, impartial Factfinder, whose Recommendations are issued below.

Hearing was held June 26, 2013 in Plain Township, Ohio. The Parties were represented by advocates and were afforded the opportunity for the presentation of positions and evidence. The Parties agreed this Report would be due before July 23, 2013.

APPEARANCES:

for the Township:

**Eric J. Williams, Esq., Pelini, Campbell & Williams LLC, 8040
Cleveland Avenue N.W., Suite 400, North Canton, OH 44720.**

for the Union:

**Michael P. Taylor, 3rd District Vice President, Ohio
Association of Professional Fire Fighters, 615 Buena
Vista Boulevard, Steubenville, OH 43952.**

FACTFINDER'S RECOMMENDATIONS

Statutory Criteria

In reaching Recommendations on the open issues, the Factfinder has reviewed the parties' submissions, and the evidence and positions presented at the Factfinding Hearing. The Factfinder has analyzed this information in the context of the statutory criteria found in Ohio Revised Code Section 4117.14(G)(7):

- a) Past collectively bargained agreements ... between the parties;**
- b) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;**
- c) The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;**
- d) The lawful authority of the public employer;**

- e) **The stipulations of the parties; and**
- f) **Such other factors, not confined to those listed ... which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.**

Bargaining Unit

There is one bargaining unit consisting of 34 full-time employees.

Incorporated Articles

The Factfinder hereby incorporates into her Recommendations the following provisions, with the changes, if any, agreed to by the Parties at the Factfinding Hearing:

- 1. **Remove Appendix A Health & Wellness Policy/Physical Skills Assessment from Table of Contents.**
- 2. **Remove the word “career” from all Provisions containing it.**
- 3. **Provision 3(B)(1): remove words “Assistant Chief,” “Secretary to the Chief,” and “all volunteers.”**
- 4. **Provision 3(D)(3): remove words “no later than January 1, 2009.”**
- 5. **Provision 11(C)(2): replace “Career” with “Bargaining Unit.”**
- 6. **Provision 15(A)(2)(d): replace “part of our PERS retirement program” with “Ohio Police & Fire Pension Fund.”**
- 7. **Provision 18(B)(1)(b)and(c): remove “Lieutenants, Captains, Captains/Shift Commanders.”**

8. Provision 18(D)(1): delete.
9. Provision 18(D)(7): add "Designee" to end of paragraph.
10. Provision 18(E): change "November 15" to "December 15." Remove in last sentence "either the last pay cycle in December of the year the employee was entitled to take the vacation or."
11. Provision 19(E)(2): remove "and dispatch. The on duty dispatcher will email the shift commander (on the Battalion cell phone) and all Chief grade officers of the occurrence."
12. Provision 19(I)(1): in last sentence, replace "cash" with "a separate pay voucher."
13. Provision 19(L)(5): replace "twenty-four (24)" with "one (1)."
14. Provision 23(2): in first sentence, insert "full-time" before "service."
15. Provision 24(E)(3): replace "Assistant" with "Deputy."
16. Provision 26(A)(4): replace "current number of hours owed to you at the time of the request, and current number of hours you owe as payback at the time of request" with "and total number of trade hours for the year."
17. Provision 26(G)(3): change to "All events shall be logged into Fire House and the Shift Commander shall be verbally notified prior to the trade of the coverage."
18. Provision 27(A)(2): change "forty (40)" to "sixty (60)."
19. Provision 27(A)(3) and (4): delete.
20. Provision 27(A)(5)(b): delete.
21. Provision 33(A) and (B): replace all references to "days" with "business days."
22. Provision 33(B)(1): change "grievant" to "Union."

23. **Provision 37: move the Physical Skills Assessment from Appendix A to the end of this provision.**
24. **Provision 37: remove "Please see Appendix A..." paragraph.**
25. **Physical Skills Assessment: replace #9 "Aerial Climb" with "35-foot Extension Ladder Climb to Roof."**
26. **Provision 39(C): delete.**
27. **Provision 39(E)(1): delete.**
28. **Provision 39(E)(2): change "sixty (60)" to "ninety (90)."**
29. **Provision 39(F): change "two" to "three."**
30. **Provision 19(A)(2): replace whole paragraph with "For the purposes of sick leave, the calendar year will be effective from January 1 and end on December 31. The sick leave bonus as defined in Sections A and B of this Provision will be paid on the first pay period in January."**
31. **Provision 19(A)(3): change "twelve (12)" to "thirteen (13)."**
32. **Provision 11(B)(2): replace second sentence with "Starting time for probationary firefighter/paramedic class II employees going through orientation shall begin at 8:00 a.m. until orientation is complete."**
33. **Provision 11(E)(2)(a)(vii) bullet 3: replace with "First time asked and no response, a message will be left containing the information of when and what time the overtime will be using the current electronic notification system."**
34. **Provision 11(E)(2)(a)(viii) and (ix): delete.**
35. **Provision 11(E)(2)(d)(ii): remove "location."**
36. **Provision 33(A)(4): add "Step 4: if the grievance affects a group of firefighter/paramedics, fire safety inspectors, lieutenants, captains, or captain/shift commanders, the grievance shall be filed in writing with the township administrator within 10 days of the occurrence of the facts giving rise to the grievance. The Township**

Trustees or their designee shall convene a hearing within fifteen (15) business days of the receipt of the grievance. The hearing will be held with a Union representative. If the Union is not satisfied with the decision at Step 4, the Union may proceed to arbitration.

37. Provision 6: replace "Representative" with "Representation."
38. Provision 39: replace Section A with "This Agreement shall be effective March 18, 2013 through March 17, 2016."

Issues

1. Provision 13 -- Wages

Union Proposal

The Union proposes a 3% increase in each of the three years of the Agreement. This proposal is made on the basis the Township has received a substantial increase in revenues due to a change in billing practices for Emergency Medical Services. From 2003 through 2011, this fund averaged collections of \$175,540. In 2012, this fund collected \$607,229. As of May 31, 2013, this fund collected \$382,938. At least \$220,122 more is projected to be collected in 2013, for a conservative projection of \$603,060 to be collected for all of 2013.

Township Proposal

The Township proposes 0%, .75%, 1.25%. This proposal is based on consistency with other area townships and municipalities of similar size and resources. Jackson Township, which has a much larger budget, recently approved 2%, 0%, 0%. Perry Township recently approved 0%, 2%,

2%. The City of Canton recently approved 0%, 2%. The City of Massillon recently approved 0%, 0%, 0%.

Though the Union points to increased EMS revenue, that is not the whole picture. In 2006, a new Fire District Tax Levy of 6.7 mil was passed. In 2011, that levy was renewed through 2016.

As of 2012, property tax revenue dropped from \$4,587,210 to \$4,405,360 – a loss of \$181,850.

In 2013, the estimated levy revenue was \$4,405,360. The estimated EMS revenue in 2013 is \$700,000, for a total of \$5,105,360. The 2013 estimated operating budget is \$5,100,000.

Through 2016, there is a need for the following Capital Improvements: 3 EMS vehicles totaling \$660,000; 1 fire truck at \$200,000; a shift commander vehicle at \$35,000; a staff vehicle at \$35,000; PPE totaling \$70,000; radios to be reflashed at a total of \$40,000; officer training at a total of \$30,000; power cots totaling \$60,000; Stations 1 and 3 repairs totaling \$50,000; Generator Station 1 requiring \$50,000; and additional part-time and full-time personnel costing approximately \$250,000 to \$1,000,000.

It is clear local government funds are being constantly cut by the State. Townships and municipalities must manage their funds responsibly, a duty taken seriously by the Township.

For the new Agreement, monthly contributions for insurance have not increased, as is the case in many other townships and municipalities. The Township has shifted health insurance costs to be covered by the EMS fund. This is a direct financial benefit to the bargaining unit.

Tax-based revenues have been down for the last 3 years. Additionally, when building the fire station, a \$100,000 elevator had to be added which had not been budgeted for.

Factfinder's Recommendation

The record evidence shows local government funding has leveled out, with no decrease in 2013 for the Township. Moreover, fire operations are funded from the levy, not from local government funds from the State. The Township's capital improvements list appears to be more of a wish list than an actual plan.

Based on all the record evidence, the Factfinder recommends 2%, 2%, 1.75%.

2. Provision 23 – Personal Leave

Union Proposal

The Union proposes status quo.

Township Proposal

The Township proposes cutting spontaneous personal time in half from 24 hours to 12 hours to be taken in initial 2-hour minimum increments with 15 minute-increments after the initial 2 hours. The personal leave provision was put in place to cover true emergencies. Some bargaining unit members, however, have used personal time for circumstances other than emergencies.

Factfinder's Recommendation

The Factfinder recommends 24 hours of personal time be maintained, with the additional rule that up to 12 hours may be used for unforeseen emergencies and up to 12 hours may be used for spontaneous non-emergencies. All other elements of Provision 23 shall remain status quo.

3. **Provision 27 – Section A Training/Education**

Union Proposal

The Union proposes status quo.

Township Proposal

The Township proposes that of the 30 contractual hours of Continuing Education provided for in the Agreement, 15 of those hours be done in-house to save on overtime costs.

Factfinder's Recommendation

The Factfinder recommends that of the 30 contractual hours of Continuing Education provided for in the Agreement, at least 10 of those hours shall be done in-house. Provision 27(A) shall read:

The Employer shall pay for a maximum of 20 hours of paramedic recertification overtime per year, unless additional hours are approved by the Fire Chief or designee. Additional hours will fall under Provision 27(A)(4).

The Employer agrees to provide at least 10 hours per year of on-duty paramedic recertification Continuing Education.

All other elements of Provision 27 shall remain status quo.

DATED: July 22, 2013

Susan Grody Ruben
Susan Grody Ruben, Esq.
Factfinder

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July 22, 2013

TO: Michael Taylor
Eric Williams

RE: Factfinding for IAFF Local 2967 and Plain Township

INVOICE

1 Day of Factfinding	...	\$ 950.00
1 Day of Study and Writing	...	\$ 950.00
TOTAL	...	<u>\$ 1900.00</u>
½ to be paid by the Township	...	\$ 950.00
½ to be paid by the Union	...	\$ 950.00

Thank you.