



## SUBMISSION

This matter concerns the fact-finding process between Ravenna Township (hereafter referred to as the "Township") and the Ravenna Firefighters, IAFF Local 4201 (hereafter referred to as the "Union"). On December 31, 2015 the State Employment Relations Board appointed William J. Miller, Jr., as Fact-Finder for this matter.

The parties continued to review and discuss the issues. On May 25, 2016 this Fact-Finder attempted to mediate the dispute. Mediation proved to be unsuccessful, and the parties proceeded with fact-finding. The fact-finding proceedings were conducted pursuant to the Ohio collective bargaining law, and the rule and regulations of the State Employment Relations Board, as amended. The Township and Union previously engaged in the collective bargaining process before the appointment of a Fact-Finder.

Prior to the hearing, the parties submitted detailed position statements to the Fact-Finder in accordance with the Ohio Revised Code. The statements have been reviewed and carefully considered. The fact-finding occurred on May 25, 2016. The parties agreed to extend the time for the submission of the report to June 22, 2016. The following issues were considered during fact-finding:

### **ISSUES IN DISPUTE AND RECOMMENDATIONS**

#### **WAGES**

##### **Union Position:**

It is the position of the Union that the Township provide a 3% increase for 2016, a 2% increase for 2017 and a wage reopener for 2018. In support of its position, the Union contends it is necessary to compare the compensation provided to other firefighters in Portage County. This data will show the low standing of the firefighters in the Township, and provides justification for the position being advanced by the Union.

##### **Township Position**

The Township proposes that effective the first pay period after the Agreement is executed, the wages will be as follows:

Captain/Paramedic	(3 in bargaining unit)
0-2 years	\$19.57
2-4 years	\$19.97
4 years or more	\$20.03

Lieutenant/Paramedic (new position, 1 firefighter would be promoted)

0-2 years	\$17.60
2-4 years	\$18.00
4 or more years	\$18.39

Firefighter/Paramedic (none in bargaining unit)

Start	\$13.50
1 year	\$14.00
2 years	\$14.50
3 years	\$15.50
4 years or more	\$16.50

The Township contends this adjustment and establishment of a three tiered bargaining unit (Captain, Lieutenant and Firefighter) will provide modest savings for the fire department but will provide fair increases for the employees.

### **Findings and Recommendation**

I have carefully reviewed and considered the position of the parties. While I understand the competing interests of the parties, related to their individual needs and concerns, on balance, the approach proposed by the Township, with one exception, appears to be more acceptable than the position being proposed by the Union. Therefore, it is my recommendation that the wage schedule proposed by the Township be utilized, except that such scale shall become effective January 1, 2016.

### **COMPENSATORY TIME**

#### **Union Position**

The Union proposes to increase the maximum hours an employee may bank in his compensatory time bank from seventy two hours to one hundred twenty hours. The Union also proposes to establish the right of employees to cash out that compensatory time during the year. Also, the Union requests that the appropriate contractual language be modified to allow the use of compensatory time in no less than two hour increments.

#### **Township Position**

The Township is not opposed to the Union's position in this regard.

## **Findings and Recommendation**

It is recommended that the Union position be implemented, and that the parties agree to the appropriate contractual lanague.

### **HOSPITALIZATION**

#### **Union Position**

The Union proposes to incorporate a table of benefits to attach to the Agreement as an exhibit to describe the benefits provided to an employee. It is also proposed by the Union that the Township maintain the 10% of all out of pocket costs and the employee contribution rate of 10% of the premium cost for such policy per month. The Union asserts there were significant increases placed on the employees as a result of hospitalization changes made for 2016, and any other changes suggested by the Township should be dismissed. The Union also requests that a Health Care Review Committee be established, and that this committee have strong authority and not only be given advisory authority. The Union believes the committee should be required to meet before final renewable insurance quotes are received by the Township for the purpose of educating and informing the committee on the options to be considered and the trends in health care.

#### **Township Position**

The Township would point out that health care costs are becoming an increasing burden to the Township, and that changes in health care need to continue to be made to limit costs of its health care for all employees. Specific changes are necessary, such as deletion of the cap language, which binds the Township to certain health insurance plans which might not be offered by insurance carriers in the future due to changes in the Affordable Care Act. The Township would be willing to agree to (a) reopener language effective October 1, 2016, which is 30 days before the current insurance policy expires (b) the fiscal officer will "educate" an insurance committee described in Article 21 of the Agreement related to HRA and HRS plan options before such date, and (c) to provide the insurance committee with all information on the proposed 2016-2017 insurance coverage as soon as possible.

## **Findings and Recommendation**

Upon carefully considering this issue, it becomes readily apparent that health care costs continue to become a major factor for the Township as it attempts to operate the municipality in a cost effective manner. Consequently, it becomes necessary for all parties to come together for the purpose of arriving at a fair health care program for employees which is most cost effective for the Township. Therefore, it is my recommendation the Health Care Review Committee become involved with this issue and work towards attaining the aforementioned objectives. I recommend, as does the

Union, that the Committee meet on a regular basis, or as often as needed, to disseminate information, monitor costs and expenses, review plan particulars and review and provide direction to Township management regarding existing health care, and possible changes. This committee should work on the basis of following sound fiscal management and deliverance of the most cost efficient health care to Township employees. Also, the proposals made by the Township, as stated above, are incorporated in this recommendation.

## **HOLIDAYS**

### **Union Position**

It is the position of the Union that two holidays should be added. The Union also objects to the Township's proposal to reduce the number of holiday hours credited to an employee's holiday leave. Furthermore, the Union would reject the Township's proposal to reduce holiday premium pay from double time to time and one half.

### **Township Position**

The Township proposes that the number of holidays remain the same as under the previous Agreement. The Township also proposes that when an employee works a holiday that an employee be paid at 1 ½ times their regular rate of pay. Also, the Township wants to reduce the number of hours per year employees are paid for holidays from 240 hours to 80 hours.

## **Findings and Recommendation**

It is recommended that the number of holidays remain at ten, when employees work a holiday that they be paid 1 ½ times their regular rate of pay. Also, holiday leave for the year should be at 180 hours.

## **BEREAVEMENT LEAVE**

### **Union Position**

The Union requests that a definition of immediate family be provided, and allow the Chief to have discretion to allow bereavement leave under additional circumstances.

### **Township Position**

The Township proposes that the definition found under bereavement leave be expanded to provide the following:

Section 3

For this Article, "Immediate Family" shall be defined as: spouse, child, step-child, parent, step-parent, brother, step-brother, sister, step-sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, step-grandparent, or legal guardian.

**Findings and Recommendation**

I recommend that the language proposed by the Township be accepted and be included in the Agreement.

**UNIFORM ALLOWANCE**

**Union Position**

It is the position of the Union that the Uniform allowance payment amount be increased to \$850.00 per year, with \$425.00 paid in February and \$425.00 paid in August.

**Township Position**

The Township position is that employees shall receive a uniform allowance in the amount of \$650.00 per year to purchase, replace or maintain all uniforms and equipment items. The Township will no longer supply initial or subsequent uniforms or equipment items.

**Findings and Recommendation**

It is recommended, after careful consideration of this item, that the uniform allowance be increased to \$850.00 per year, with \$425.00 paid in February and \$425.00 paid in August.

**LONGEVITY**

**Union Position**

The Union proposes to initiate a longevity payment, wherein all employees shall receive longevity in the following amounts, at the time period so specified, which shall be divided into the employees' bi-weekly pay and included in the calculation of overtime rates:

After 5 years	\$400.00
After 10 years	\$600.00
After 15 years	\$800.00
After 20 years	\$1,000.00

**Township Position**

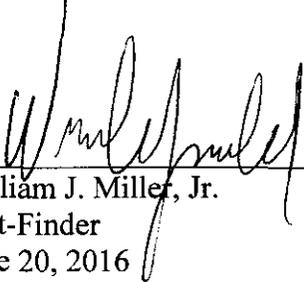
The Township opposes the establishment of longevity pay.

**Findings and Recommendation**

After carefully considering this issue, it is my recommendation that longevity not be provided.

**CONCLUSION**

In conclusion, this Fact-Finder submits his findings and recommendations as set forth herein.

  
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William J. Miller, Jr.  
Fact-Finder  
June 20, 2016