

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

**I.A.F.F. LOCAL 1232**

**(Union)**

**AND**

**CITY OF CIRCLEVILLE**

**(Employer)**

**SERB Case No. 95-MED-07-0637**

**before**

**Mediator/Fact-finder Jack E. McCormick**

**October 27, 1995**

**FOR THE EMPLOYER**

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**FOR THE UNION**

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Pursuant to the letter of appointment dated August 25, 1995 from G. Thomas Worley, Administrator, Bureau of Mediation, State Employment Relations Board to Jack E. McCormick of Columbus, Ohio, a mediation/fact-finding was held in city council chambers at Circleville, Ohio, beginning at 9:30 a.m., October 27, 1995, and ending at 7:40 p.m. the same day, in case number 95-MED-07-0637, I.A.F.F., Local 1232 and the City of Circleville. Present at the hearing were the following:

For the Employer:

Marc A. Fishel  
Attorney at Law  
Downes & Hurst

Honorable Tom Royster, Mayor  
City of Circleville

For the Union:

Michael Grant, Vice President  
Circleville Firefighters Assoc.

Robert G. Baranick, President

Kirk Eddington, Firefighter

At the onset of the meeting the fact-finder offered to the parties his services in mediation. At that time the parties agreed the following issues remain unresolved between the parties:

Hours of Work  
Minimum Manning  
Management Rights  
Uniform Allowance  
Out of Classification Pay  
Personal Leave  
Sick Leave  
Holiday Pay  
Vacation Leave  
Longevity  
Medical Insurance  
Wages  
EMT Pay  
Pension Pick-Up  
Geographical Restrictions

The parties mutually agreed to mediation, and the following issues were resolved through mediation, and the parties have reached a Tentative Agreement which, at the end of the fact-finding, they agreed they would prepare and initial at a later date.

Those issues on which there was resolution through mediation were:

- Minimum Manning
- Personal Leave
- Sick Leave
- Holiday Pay
- Vacation Leave
- EMT Pay

At 4:25 p.m., having been unable to resolve the remaining issues in mediation, the fact-finder began a fact-finding hearing.

At that hearing the fact-finder gave consideration to the criteria listed in Rule 4117-9-05(J) of the State Employment Relations Board.

The bargaining unit is comprised of all full-time employees of the Circleville Fire Department, excluding the Chief. There are twelve Firefighters, three Lieutenants, and three Captains in the bargaining unit.

The current contract between the City of Circleville and the International Association of Firefighters, Local 1232, was effective March 24, 1993, and ran through September 23, 1995.

The parties met to negotiate on August 10, August 17, September 8, September 13, and October 3, 1995.

The fact-finder very carefully read each and every exhibit submitted by the parties in this matter, but does not include all the exhibits as attachment to this fact-finding report for the sake of keeping the report from becoming too voluminous.

#### HOURS OF WORK

Currently, employees work one twenty-four hour shift, followed by forty-eight hours off work. This schedule results in an average work week of fifty-six hours. The Union proposes an additional fourteen days off per employee each year. This time off is equivalent to 336 hours per employee. The Union proposes a new provision that would entitle all employees to be off for one tour of duty every nineteen day period. The result of this proposal would be to pay employees for an average work week of fifty-six hours, while they only work an average of fifty-three hours per week. The parties have agreed for purposes of this fact-finding that the approximate cost to the City for this change would be \$104,472.00, at a minimum.

The Union submitted their Exhibit 10 indicating that average state-wide weekly work hours for fire department bargaining units statewide is 52.8 hours, and that the current schedule requires Circleville weekly work hours to be 6.1% more than the average (56.0 hours as opposed to 52.8 hours). Furthermore, the Union submits their Exhibit 11 which contains a list of comparables indicating that the average work week of the comparable cities is

53.1 hours, or 5.5% less than Circleville firefighters. The Union also submitted their Exhibit 12 which shows the differential between the annual hours of work for Circleville firefighters and other city employees currently, and what it would be if the Union proposal were accepted. Currently, Circleville firefighters work 29.6% more annual hours than other Circleville City employees, and with the Union proposal they would still work 21.1% more than other Circleville City employees. The Union also submitted their Exhibit 28 showing the population of the comparables, along with their Exhibit 6, which indicates that the number of "runs" by the Department has declined since 1992.

The City argues that the Union's proposal would necessitate three additional employees at the cost stipulated to by the parties. The City has no argument with the Union's Exhibit 12, however, states the facts set forth therein, i.e., the comparison of firefighters to other city employees, are not relevant to this issue. The City points out that the firefighters, unlike other city employees, get 2.1 hours for each overtime hour and other city employees do not. Furthermore, the City asserts that the proposal would also result in six additional days off annually.

The City draws the fact-finder's attention to City Exhibit 3, City Ordinance Number 133, which at section 1, mandates a three platoon system consisting of a fifty-six hour work week for members of the fire department. The statute has been in effect since December 21, 1955. While the City concedes that they could agree to bargain a work week different from the ordinance, the City's

contention is that the forty-year ordinance is of historical significance.

#### DISCUSSION

The fact-finder carefully examined all the exhibits submitted by the parties in this matter and considered their arguments. The fact-finder is not persuaded that the other city employees of Circleville are comparable to the firefighters on this particular issue. It goes without saying that the duties and responsibilities of a firefighter are unique within a political subdivision. One of the unique aspects is the twenty-four hours shifts that firefighters are required to work, as well as, the increased number of annual work hours that results. The fact-finder, however, believes that firefighters are justifiably compensated for this in the overtime premium of 2.1 hours for each hour worked in overtime. The fact-finder is impressed with the differential between Circleville firefighters' 56 hours per week as opposed to the statewide average of 52.8 hours. This results in this becoming a very close question for the fact-finder.

On this issue the fact-finder points to the factors he is instructed to consider by the State Employment Relations Board (SERB), specifically 4117-9-05(K)(1) and (3). These two provisions point the fact-finder toward past collective bargaining agreements and in the second provision, the ability of the public employer to finance and administer the issues proposed. The previous Agreement

at Section 3.3 does not address this forty-year old practice which has been codified in the City ordinance. In addition the fiscal impact which the Union, by its own admission, probably exceeds \$104,000.00 annually, is substantial to the extent that such an additional expenditure should be supported by overwhelming evidence of its necessity.

Throughout the fact-finding, the fact-finder was most impressed by the undisputed fact that this bargaining unit is extremely stable, i.e., it has virtually no turnover, and in fact, has only lost through resignation two firefighters in thirteen years. Furthermore, neither party could cite any instance where any firefighters have been recruited away by a nearby jurisdiction because of low pay or longer hours. This is significant when it is noted that Circleville is within thirty miles of the greater Columbus metropolitan area, where presumably firefighters who are unhappy with their working conditions could easily relocate.

These factors narrowly persuade the fact-finder to reject the Union's proposal on this issue.

#### RECOMMENDATION

The Union's proposal to actual duty hours for employees assigned to the three float platoon system being reduced to 53 hours average per week, not be made part of the new contract.

## LONGEVITY

The Union proposes that the new contract at Article 26 to be changed as follows: (a) Section 26.1 the Union proposes a change in the contract language dealing with the length of service used in calculating longevity; (b) Section 26.2 the Union proposes increasing the amount of longevity pay per year of service from \$25.00 to \$50.00; (c) Section 26.3 the Union proposes changing the date of payment of longevity pay.

The City for its part opposes all the changes except that proposed for Section 26.3, which changes the date on which longevity pay shall be issued annually.

The City for its part states that the Union's proposal is not justified for the following reasons:

1. Cost - During the term of the Agreement it would cost \$17,775.00, representing a 2.4% across the board wage increase.
2. City-wide ramifications - All city employees receive the same longevity pay. Historically, increases in longevity have been the same for all employees. Any increase recommended by the fact-finder would likely cost the City a substantial amount.
3. Comparable jurisdictions - The current longevity pay is reasonable in light of longevity paid in other jurisdictions.
4. No evidence that additional service as a firefighter provides the City with benefits that justify this increase.

The Union submitted their Exhibit 43 indicating that the current longevity pay provided to the Circleville firefighters is substantially below that of their comparables.

#### DISCUSSION

It does appear to the fact-finder that when looking at other firefighter jurisdictions the Circleville firefighters make less in longevity pay. The Union costs its proposal at \$20,121.00, slightly above the cost estimate of the City.

In considering this matter, the fact-finder was duly impressed with the Union's comparables and the averages therefrom. It should be noted that in other related issues, the parties both have used two particular cities as common comparables, those being: Washington Court House and Chillicothe. The Union's proposal would still leave Circleville firefighters considerably behind Washington Court House and equal to Chillicothe. The fact-finder appreciates the City's position that such an increase as proposed would put the firefighters at a different level than all the city employees. However, the City's argument is inconsistent with its argument in the previous issue wherein it argued against the Union's proposal there because, they assert, "Firefighters are different than other city employees". The City cannot have it both ways. The fact-finder having agreed with the City in the previous issue that the firefighters are different from other city employees, now believes that because of that difference he should not be bound by the

longevity increase given to other city employees. In addition, the fact-finder disagrees with the City's statement that current longevity pay is reasonable in light of longevity pay in other jurisdictions, clearly that is not so.

The sub-issue here is also the language proposed at Section 26.1(2). The Union proposes that the current language requiring that an employee not be eligible for longevity pay until they have completed a total of five years of continuous uninterrupted employment be amended to add the words "a total of..." and strike the words "continuous uninterrupted". The fact-finder believes that the whole purpose of longevity pay in collective bargaining agreements is to act as an incentive and to provide the employer with a stable and continuous work force. The fact-finder believes that the language proposed by the Union at Section 26.1 would dilute that incentive since it might allow for persons who quit and come back to receive the longevity pay, thus defeating the purpose.

#### RECOMMENDATION

The fact-finder finds there is persuasive evidence that the Union's proposal to double the longevity pay is factually justified, but that the change in language proposed by the Union at Section 26.1(2) is not factually supported. The parties have agreed to the Union's proposal for striking the language at Section 26.3. Accordingly, the fact-finder recommends that the current

language in Section 26.1 of the collective bargaining agreement remain as is, and the remaining sections read as follows:

Section 26.2 The amount of longevity pay for employees shall be Fifty Dollars (\$50.00) times the number of years completed of continuous service with the City as of December 1 of each year. No credit shall be granted for prorated or partial years of service.

Section 26.3 Such longevity pay shall be issued annually, not later than December 15th.

### INSURANCE

During fact-finding the parties agreed that the life insurance provision proposed by the Union in their Section 17.6, which would provide to all members of the bargaining unit life insurance at no cost in the amount of \$20,000.00 was agreed to, and it is stipulated that it shall become part of the new collective bargaining agreement.

The Union has proposed various changes to the existing Article 17 in the insurance provision, in addition to the one stipulated herein above. The first change is new language in Section 17.1 which seems to require the City to provide group medical insurance coverage for bargaining unit employees at a level comparable to that which was in effect on September 23, 1995. At least that appears to be the intent of the language as it was explained to the fact-finder.

At Section 17.2 the Union is attempting in its proposal to change the current single coverage contribution for an employee

from \$25.00 to \$30.00 a month towards double health insurance premium and decrease employee contribution for family from the current \$100.00 to \$60.00.

The City proposes instead that employee contribution for double coverage, as well as family coverage, go to a flat 25% with the City picking up the remaining 75%.

It should be noted that the Union's proposal actually will increase the employee's share for single coverage by \$5.00 a month. The net result of the two opposing proposals are: Employees would contribute \$30.00 and \$60.00 a month for double and family coverage respectively under the Union's proposal, while under the City's proposal the employee's contribution would go from a current \$25.00 to \$69.52 for double coverage and be reduced from \$100.00 to \$95.59 for family coverage.

The Union's proposed change in language at Section 17.3 is not opposed by the City and it is hereby stipulated that the language set forth in the Union's proposal will become a part of the new collective bargaining agreement.

The Union has requested what is commonly known as a "me too" paragraph at Section 17.4. The new language requires the City to provide the same health care insurance or coverage at any lower employee premium or co-pay that is provided to any other bargaining unit within the City.

At Section 17.5 the Union proposes new language that would require the City to meet and "negotiate" any necessary changes

brought about by the adoption of a federal or state health plan that might be mandated in the future.

The City opposes the "me too" language at Section 17.4, saying that there is simply no justification for it and they should be able to deal with this Union on a unilateral basis and not have it "cobbled" with other bargaining units throughout the City. It also opposes the proposed language in Section 17.5 because it potentially would create a health insurance "reopener" should a national or state health program become a reality.

#### DISCUSSION

The fact-finder is uncomfortable with language which he feels is ambiguous in its affect and therefore will not recommend the proposed change at Section 17.1 which the Union proposes. It occurs to the fact-finder that such language as drafted may inhibit the City's ability to provide the best low-cost insurance coverage for the members of the bargaining unit if they are not a part of a universal insurance package.

The City states that its proposal to have these bargaining unit employees to pay 25% of their monthly health insurance premiums is necessitated by its need to have these employees contribute to the health insurance the same as other city employees. However, the City's proposal does not do that, and in fact, there are two groups of City employees who already have different contribution levels. The Union's Exhibit 25 clearly

indicates that the policeman are contributing 20% to their respective plans, and the non-uniformed and exempt are only contributing 6.5% for double coverage and 19% for family coverage. The fact-finder believes the no charge for single coverage, 80-20 for double and family coverage proposed during mediation is reasonable and consistent with the current contributions of the Circleville City Police. This will result in an increased employee contribution of \$25.00 to \$55.62 for double health insurance premium and a decrease from \$100.00 to \$76.46 for family coverage. Using the percentage contribution also allows bargaining unit employees to benefit if the City is able to continue to reduce insurance premiums.

The fact-finder agrees with the City's position on the "me too" at Section 17.4. There is no reason to believe that this city will not continue its good faith efforts towards providing its bargaining unit employees with the best and most inexpensive insurance premiums, and indeed it would be to the City's advantage to do so.

Finally, the fact-finder believes that the language proposed at Section 17.5 by the Union could indeed result in an insurance reopener and there appears to be insufficient justification to necessitate this new language. In the unlikely event that a national insurance plan is implemented it will undoubtedly grandfather in all existing collective bargaining agreements.

## RECOMMENDATION

It is hereby recommended that the Union's proposed language changes in Sections 17.1 of Article 17 of the existing collective bargaining agreement not be implemented so that the economies of scale which the City has by keeping this bargaining unit with other insurance recipients can be preserved.

That at Section 17.2 the language be changed to read:

Effective September 24, 1995 and continuing during the term of this contract, the City shall pay the entire monthly health insurance premiums for single coverage, an employee shall pay 20% monthly towards a double insurance premium, and an employee shall pay 20% monthly towards the family insurance premium respectively.

That the language changes and insertions proposed by the Union at Section 17.3 of the same Article be adopted per verbatim in their entirety.

That the language proposed by the Union in Section 17.4 of the same Article not be adopted.

The parties stipulate that the language proposed by the Union at Section 17.5 of the same Article shall be adopted per verbatim in the new bargaining agreement.

## WAGES

During mediation the City had changed its initial proposal for wage increases from 2.5%, 2.5% and 3%, to 3%, 3% and 3%. The Union, however, refused, even at the urging of the mediator, to

alter its initial proposal of 5% each of the three years of the contract. This was extremely disappointing to the mediator because he was faced with two parties who were only 2% apart on this major item. The mediator's failure to resolve this issue is a great disappointment. The net effect is that the issue of wages along with the other items that could have been mediated had to go to fact-finding. The fact-finder reminds the parties that his role as a fact-finder is entirely different than that of a mediator. While a mediator would immediately suggest to the parties a mathematical compromise of 4% each of the three years, i.e., the midpoint between the parties two offers, as a fact-finder he cannot do so. His role as a fact-finder is to determine, on a factual basis, what wage increases, if any, should be given to the bargaining unit. He is not compelled, indeed, is specifically instructed by SERB in its regulations to take into consideration specific objective criteria which can, only by coincidence, arrive at the same amounts that might have come about through mediation.

First, as it relates to availability to fund, it has been stipulated by the parties that the City of Circleville does have funds available to pay the salary increase proposals of the Union in conjunction with the cost additions which will be brought about by the economic agreements contained within the Tentative Agreement. That being the case, the fact-finder will omit any discussion regarding availability of funds. The fact-finder did carefully review the Union's Exhibits 51 through 56, paying careful attention to Exhibit 52, showing the City's receipts from the 1.5%

city income tax, of which .5% is dedicated to safety forces. The Union indicates that this income tax consistently brings in more than is projected by the city. Suffice to say that the fact-finder concurs with the parties in their stipulation that there is an ability of the City to finance the Union's proposal, which is the most expensive of the two proposed.

The mere fact that an employer has available funds to pay for a particular increase, is not compelling, but only is only a factor to be considered by the fact-finder in making whatever recommendation he or she would make.

As stated above, the City proposes an increase of 2.5% in the first year of the Agreement; 2.5% in the second year, and 3% in the third year. The Union proposes a 5% increase in each of the three years of the Agreement. The City asks the fact-finder to consider the fact that this city pays the full 10% of the employee's pension contribution, i.e. 100% of the employee's share. In addition, the City asks the fact-finder to consider the City's Exhibits 18 through 21, and Exhibits 24 through 29. The City points to its Exhibits 19, 20 and 21. Using the comparables contained therein the City contends that its wage proposal, when taken into conjunction with the 10% pension pick-up, will put City of Circleville Firefighters, Lieutenants, and Captains substantially above the average of the comparable.<sup>1</sup> The City also submits its Exhibit 18

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<sup>1</sup> This remains true even after making the adjustments for the City's miscalculations for its two comparables of Chillicothe and Washington Court House.

giving a historical perspective to the wage increases which this bargaining unit has received since 1980.

The Union for its part states that the City always underestimates its surpluses. The Union asserts that its firefighters presently are receiving "substandard wages" and asks the fact-finder to look at its Exhibits 27 through 35. The Union finds particularly compelling Exhibits 31 and 32 all of which are documents produced by SERB which indicate that this unit is underpaid when compared to the firefighters throughout the state. Furthermore, the Union would ask the fact-finder to carefully examine the Conciliator's Exhibit 12 taken from a recent conciliation showing that in March, 1993 the City projected a carry-over balance of \$35,696.00, but at the end of the fiscal year the actual balance was \$628,115.00! Furthermore, the Union has submitted a series of "comparables" at Union Exhibits 29 and 30.

The issue as to wages and wage comparable is always problematic. However, in this case the parties have, in their separate presentations, submitted lists of comparable which contain three common jurisdictions within them, those being: Chillicothe, Mt. Vernon, and Washington Court House. For purposes of deciding this issue, the fact-finder has chosen to only use those comparable cities which are common to the parties' respective presentations.

As it relates to entry level firefighters, at the present time Circleville ranks fourth on a list of four, however, when the pension pick-up of 10% is added, they move from last place to first place. This is true even when adding in Chillicothe's corrected

salary levels and its 3% pension pick-up. The fact-finder feels that it is proper to include pension pick-up when calculating the wage benefit received by any bargaining units, including this one. This is born out by the fact that on calculating such a pick-up the City moves from last to first in the fact-finder's comparables. It must be realized that when the City pays 100% of the Employee's pension contribution, those are non-taxed dollars in the pockets of the bargaining unit members. A 10% pension-pick up by the City is more beneficial than would be a 10% wage increase since it is not subject to federal, state, or city withholding. The same reasoning similarly applies to Lieutenants and Captains.

#### DISCUSSION

For the reasons stated above the fact-finder finds that the present wage scale of this bargaining unit are not substandard. The stability and virtual lack of turnover in this bargaining unit may be the best evidence of this fact. Furthermore, the fact-finder does not believe that the Union's proposal for 5% wage increases each of the three years of the contract are justified by the plethora of evidence submitted by both parties on this issue. Instead the fact-finder will recommend wage increases for the bargaining unit of 4% in the first year of the Agreement, 3% the second, and 3% the third, effective September 24, 1995. The net effect, when adding the 10% pension pick-up awarded by the conciliator in 1993 will be to keep Circleville at number one in

the group of four comparables being considered. The fact-finder believes this is consistent with the common comparables, as well as the negotiated wage rates for public sector employees in 1995 as set forth in Employer's Exhibit 22. Each 1% of wage increase costs the City \$7,334.98, as indicated in Employer's Exhibits 17.

The fact-finder should note that this wage recommendation is, in addition to certain other economic gains made by the Union in the Tentative Agreement, including but not limited to, an additional holiday (Christmas Eve) and increases in sick leave conversion and EMT pay.

Accordingly, and for the reasons set forth above, the following salary schedule is recommended:

The following rates of pay shall become effective September 24, 1995.

<u>Firefighter</u>	<u>Entry</u>	<u>Step 1</u>	<u>Step 2</u>
Hourly	\$ 7.65	\$ 8.02	\$ 8.77
Emergency/O.T.	\$16.065	\$16.842	\$18.417
<u>Lieutenant</u>	<u>Entry</u>	<u>Step 1</u>	<u>Step 2</u>
Hourly	\$ 8.83	\$ 9.64	-
Emergency/O.T.	\$18.543	\$20.244	-
<u>Captain</u>	<u>Entry</u>		
Hourly	\$10.20		
Emergency/O.T.	\$21.42		

The following rates of pay shall become effective September 24, 1996.

<u>Firefighter</u>	<u>Entry</u>	<u>Step 1</u>	<u>Step 2</u>
Hourly	\$ 7.88	\$ 8.26	\$ 9.03
Emergency/O.T.	\$16.5465	\$17.347	\$18.969

<u>Lieutenant</u>	<u>Entry</u>	<u>Step 1</u>	<u>Step 2</u>
Hourly	\$ 9.09	\$ 9.93	-
Emergency/O.T.	\$19.099	\$20.85	-

<u>Captain</u>	<u>Entry</u>
Hourly	\$10.51
Emergency/O.T.	\$22.071

The following rates of pay shall become effective September 25, 1997.

<u>Firefighter</u>	<u>Entry</u>	<u>Step 1</u>	<u>Step 2</u>
Hourly	\$ 8.12	\$ 8.51	\$ 9.30
Emergency/O.T.	\$17.044	\$17.871	\$19.531

<u>Lieutenant</u>	<u>Entry</u>	<u>Step 1</u>	<u>Step 2</u>
Hourly	\$ 9.36	\$10.23	-
Emergency/O.T.	\$19.661	\$21.478	-

<u>Captain</u>	<u>Entry</u>
Hourly	\$10.83
Emergency/O.T.	\$22.743

PENSION PICK-UP

The history of this matter is as follows: On March 24, 1992, Conciliator Philip H. Sheridan, Jr. adopted a fact-finder's recommendation regarding this issue and the Union's final offer which proposed that in the third year of this contract the City pay 100% of the employee's pension pick-up. The City proposes that this provision remain the same through the next three years of the Agreement, while the Union proposes language that during the term of the contract the City agrees to pay all of the employee's contributions to the police and fire disability pension fund, which would include any increases over the current 10%. The Union's

argument that it would put them on the same footing as the Circleville Police Department is somewhat attractive, however, this was an issue fairly bargained for two years ago and the provision currently in the contract was, after all, that proposed by the Union, accepted by the fact-finder, and adopted by the conciliator. Secondly, given a choice of using the Circleville Police Department as a "comparable" for the purpose of this issue would be something to be considered by this fact-finder if there were not other firefighter comparables for him to examine, i.e., the parties' common comparables, i.e., Chillicothe, Mt. Vernon, and Washington Court House. In the case of Chillicothe there is a 3% pick-up of employee share which the fact-finder assumes is not 100% of the pension pick-up and the fact-finder has no information as it relates to Mt. Vernon or Washington Court House. The Union having failed to provide pension pick-up information on the more relevant comparables, i.e., the aforementioned cities, has not persuaded the fact-finder that their proposal should be accepted.

#### RECOMMENDATION

That the following language be inserted at Section 31.1 of Article 31 of the Agreement:

During the term of this Agreement, the Employer shall pay an amount equivalent to ten percent (10%) of the Employees' base wages as pension pick-up.

GEOGRAPHICAL RESTRICTION

Each of the parties have language altering Article 32 of the current bargaining agreement. The current language is:

Any person shall, on or before sixty days after receiving an appointment to classified service, live within the city limits or within a ten mile radius of the city limits.

The Union proposes the following language:

Any person on or before sixty days after receiving an appointment to the Circleville Fire Department, live within Pickaway County or within any of the adjoining counties (including Fairfield, Ross, Fayette, Hocking, Madison, and Franklin Counties).

The City proposes the language as follows:

Any person shall on or before sixty days after receiving an appointment to classified service, live within the city limits or within a ten mile radius of the city's limits. All employees hired after the effective date of this agreement shall live within the city.

Neither party in their presentations could provide the fact-finder with any demonstrable evidence that the current language as written had created a problem over the last three years. The fact-finder, believing in the premise "If it ain't broke, don't fix it." and after reviewing his learned colleague Philip H. Sheridan, Jr.'s recommendation in his conciliation report, recommends that neither party's changes be inserted and the language remain as is.

## RECOMMENDATION

The fact-finder recommends that the current language at Section 32.1 of Article 32 of the collective bargaining agreement signed by the parties on June 24, 1993, remain unchanged.

## MANAGEMENT RIGHTS

The Union proposes certain modifications in Article 3 of the existing bargaining agreement titled Management Rights. Specifically, certain language changes at Section 3.3 and 3.5. During the fact-finding the Union withdrew its proposed changes at Section 3.3 and the only issue remaining in this article is the Union's proposed new language at Section 3.5 which is as follows:

The city will not require bargaining unit employees of the fire department to perform duties other than department related duties such as fire suppression, fire safety inspections, rescue, emergency medical treatment when properly qualified, routine maintenance of vehicles and equipment, and routine cleaning and maintenance of quarters.

The Union explained that without this language the Fire Chief could, and has on occasion, ordered firefighters to perform tasks which are outside reasonable firefighter duties. It is the fact-finder's understanding that this dispute arises out of, as is often the case, one specific episode.

In the past firemen were required to wash bird dropping off the sidewalks. In all fairness to the Union, it asserts that this

is a health and safety concern in that there are never more than six and often five firefighters on duty at any given time within the City of Circleville spread between two fire stations. The Union points out that if the two-man station, for instance, should be on a required EMT response call, then that end of the city would be uncovered. While they recognize that Circleville does have a mutual aid pact with surrounding cities, it believes that such lack of coverage, especially in a town which is bisected by a railroad track could cause a potential problem and therefore staff should not be absented for anything except matters directly related to Fire Department duties, and the Union believes those duties are implicit in R.C. Section 737.11, Union Exhibit 16.

The City for its part states that the language contained in the current contract has been around since 1984 and there is no real need to change it. The City further asserts that the Firefighters should be able to perform tasks that the City believes reasonable.

#### DISCUSSION

The real issue between the parties here is whether or not there will be a subjective standard defining a firefighter's duties as it now exists or whether some objective standard should be put in its place. The problem with the City's position that "firefighters should be able to be given duties that the City believes reasonable." is, of course, the word "reasonable".

What is reasonable is often in the eye of the beholder, and as a former employer, both in the private, as well as, public sector, the fact-finder understands this employer's desire to be the party to define reasonableness. Furthermore, the City's argument that, outside of the one isolated incident cited by the Union, this has not been a problem in the past, is not persuasive. That reasoning is simply not sufficient to justify their unreasonableness to give their firefighters a clear definition of their job duties. Indeed, it is this fact-finder's personal opinion that any and all employees, whether private or public sector, have an inherent right to be fully informed of tasks that will be expected of them. Commonly, any person who offers employment to a person has an obligation to inform them of what tasks will be required of them should they accept and continue in such employment. Indeed, often this is a subject that comes up in employee interviews long before wages or benefits are discussed between a prospective employee and a prospective employer, i.e., "If I take this job, what is expected of me?" Or, on the employer's part, "If we hire you, this is what we will expect you to do." The fact-finder believes the Union's position on this matter is compelling.

#### RECOMMENDATION

That the Union's language as cited herein above in proposed new Section 3.5 of Article 3 of the collective bargaining agreement, be made part of this Agreement verbatim.

## OUT OF CLASSIFICATION PAY

The current language in the contract at Section 28.1 of Article 28, requires that firefighters that are assigned to the Lieutenant classification and performing the duties and responsibilities of an officer in charge of a fire station shall receive out of classification pay immediately after assuming the duties of an officer at a rate of pay equal to Lieutenants. Both parties wish to change this language.

The Union proposes to strike "entry level" from Article 28.1 before the word "Lieutenants" and add a new Section 28.2, which states as follows:

A Lieutenant on duty in the absence of the Captain in charge of a shift in assuming such duties shall receive out of classification pay immediately after assuming the duties of shift commanding officer at a rate equal to the rate of paid Captains.

The Employer proposes to restrict out of classification pay to situations where an employee is required to perform those duties for two consecutive shifts.

The Union asserts that an employee should be paid for the duties he performs, i.e., If a firefighter is performing Lieutenant's pay, he should be paid Lieutenant's pay, and if a Lieutenant is performing Captain's pay, he should be receiving Captain's pay. The Employer counters that this out of classification pay is to compensate an employee for the additional burden of serving as the supervisor. They allege these burdens are

minimal from the first hour an employee's assigned as a supervisor and that this proposal is consistent with comparable jurisdictions, but provides no evidence of that alleged fact.

#### DISCUSSION

This fact-finder did not find the City's argument particularly persuasive. He is going to disregard its allegation that this proposal "is more consistent with comparable jurisdictions" since it provided no evidence to that effect. In addition, the fact-finder did not understand the City's reasoning in its statement that, "These burdens are minimal from the first hour an employee is assigned as supervisor." In any emergency situation, it occurs to the fact-finder that the potential for "burdens" could be just as weighty the first hour as it is the last. Certainly the Employer for its part expects the person assuming the higher classification burdens to perform those tasks just as much during the first hour as it does the later hours. Accordingly, the fact-finder finds the City's argument on this issue unpersuasive.

On the other hand, the fact-finder simply finds it difficult to argue with the Union's position that a "firefighter should be paid for the work that he does." In addition, the fact-finder agrees with the Union totally that the requirement that the person working out of class work two consecutive shifts before they receive the pay is absurd. Firefighters work twenty-four hour shifts, that means that a person working out of classification

would have to work two consecutive twenty-four hours shifts out of class before he received the pay. Theoretically this means that a firefighter could, during the course of the year, serve one shift a week, each and every week of his tour of duty as a Lieutenant, and never receive out of classification pay.

#### RECOMMENDATION

That the Union's proposed language change to delete the words "entry level" at Section 28.1 of Article 28 not be adopted in the new Agreement (the Union failed to present any evidence or argument regarding this proposed change). However, the Union's proposal to add a new Section 28.2 to Article 28 of the collective bargaining agreement as set forth above, is adopted verbatim.

#### UNIFORM ALLOWANCE

The Union proposes to make changes to Section 27.1 of Article 27 of the current collective bargaining agreement titled "Uniform Allowance". The Union's changes would involve increasing the current payment to bargaining unit employees from \$350.00 to \$420.00 to be paid in cash in two equal payments of \$210.00 on the Friday following the second payroll in January, and the Friday following the first payroll in July, (as opposed to the first payroll date in January, and the first payroll date in July).

In addition the Union would add new language at Section 27.4 which states as follows:

The City will pay each employee with the initial issue of a newly required clothing allowance item. The City will supply the employee with an initial issue of three (3) uniform trousers and/or uniform shirts if employees are required to change to a new style uniform trouser and/or shirt.

The Employer for its part proposed no change to current language except it would change the semi-annual payments of \$175.00 from the first payroll date in January to the last payroll date in January, and would add new language to the new Section 27.4 which reads as follows:

Employees shall be required to provide the Chief a copy of all receipts for expenditures incurred as a result of the uniform replacement.

The Union could not provide the fact-finder with any information whatsoever concerning the bargaining units monthly semi-annual or annual expenditures for uniforms and admitted it had no data to indicate whether or not this allowance was more or less than what the bargaining unit members need to maintain their uniforms. The Union's only argument for making the change in the uniform allowance was that it has been the same for several years and should be increased to take into account inflation. The Union's proposed language at Section 27.4 is not unreasonable.

## DISCUSSION

The Union's complete failure to provide any information whatsoever on which to base its claim for an increase in uniform allowance, except inflation, simply cannot prevail in a fact-finding. If the parties had allowed the fact-finder to continue on as a mediator, since the parties' positions are microscopically close on this issue, it would have been easier to resolve. However, inasmuch as the parties have forced the mediator to assume his role as a fact-finder, he must deal strictly with the facts (or lack thereof) that are presented to him. The City having failed to present any evidence that there is some indicia of abuse by the recipients of this allowance has not persuaded the fact-finder that there should be a change to require the bargaining unit to provide a receipt. However, the fact-finder does recognize the administrative rationale for the Employer's proposed change to Section 27.1 of Article 27.

The Union for its part has failed totally to persuade the fact-finder there are any facts to justify the increase they propose, including any adjustment for inflation. Inasmuch as the Union itself appears to have no idea what its own members spend on uniforms, it is simply impossible for a person acting as a fact-finder to determine whether or not inflation has eroded the current allowance to such an extent it is no longer adequate.

## RECOMMENDATION

That the Union's proposed changes to Section 27.1 of Article 27 of the current bargaining agreement not be included in this Agreement, but its new language in Section 27.4 be adopted.

The City's proposed language change at Section 27.1 attached hereto as fact-finder Exhibit 2, be made part of the Agreement. That the City's new language contained in its proposed new Section 27.4 to the same Article not be adopted.

## CONCLUSION

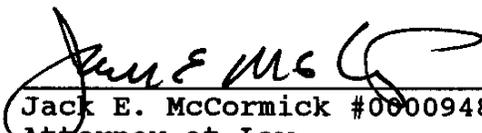
For the purposes of this fact-finding report the fact-finder has had occasion to refer specific language as contained in the bargaining agreement that expired on September 23, 1995, and deleted or proposed language changes by the Union contained therein. The pertinent sections referred to are in the fact-finding report being attached hereto as the fact-finder's Exhibit 1, as they were attached to a letter dated August 23, 1995 to the fact-finder from the Union representative Michael Grant.

Due to the lateness of hour when this meeting adjourned, the fact-finder failed to inquire of the parties as to what their intentions are should either or both parties reject this fact-finding report regarding those issues on which the parties previously have reached a resolution and those issues which they resolved in mediation earlier that day, and which are to become a

part of a Tentative Agreement. While it may not be in the fact-finder's province to make this recommendation, he will encourage the parties to mutually accept it for the purposes of a peaceful resolution and maintain the momentum already accomplished by these parties hard work to date. It is therefore recommended that should either or both parties reject the fact-finder's report herein, that all agreements previously reached, including those which are to become part of the Tentative Agreement, not be affected.

CERTIFICATION

The fact-finder hereby certifies that he has carefully examined the Employer's ability to pay for the recommendations contained herein along with those resolved in mediation, and finds that such funds are available.

  
\_\_\_\_\_  
Jack E. McCormick #0000948  
Attorney at Law  
500 City Park Ave.  
Columbus, Ohio 43215  
(614) 221-2718  
Fact-Finder  
SS# 279-38-0453

November 6, 1995  
Columbus, Ohio

# Circleville Firefighters' Association



Robert G. Baranick, *President*  
Jeffrey C. Wise, *Secretary- Treasurer*

October 23, 1995

Certified Mail  
Receipt No. P 598 910 186

Mr. Jack E. McCormick  
McCormick, Silver & Silver  
500 City Park Avenue  
Columbus, Ohio 43215

RE: Case No. 95-MED-07-0637  
International Association of Fire Fighters,  
Local 1232 and City of Circleville

Dear Mr. McCormick:

Pursuant to the agreement of the parties and Ohio Administrative Code Rule 4117-9-(E), the union in the above captioned case submits the required pre-hearing statement.

1. The name of the party and the name, address and telephone number of principal representative of the party;

Circleville Firefighters' Association, IAFF Local 1232  
Michael Grant, Negotiations Representative Local 1232  
22561 Smith-Hulse Rd.  
Circleville, Ohio 43113  
(614) 477-2361- Home (614) 477-8203- Fire Station

2. A description of the bargaining unit including the approximate number of employees;

The eighteen (18) member bargaining unit all fire department employees in the with the job titles firefighter, lieutenant and captain.

3. A copy of the current collective bargaining agreement;

Copy of the Agreement, effective March 24, 1992 through September 23, 1995 attached.

4. A report defining all unresolved issues, stating the party's final offer as to each unresolved issue, and summarizing the position of the party with regard to the unresolved issue;



\* \* \* \*

**ISSUE NO. 1- HOURS OF WORK-** The union proposes contract language designed to reduce the weekly and annual work schedule of Circleville firefighters to 53 hours weekly and 2756 hours annually.

**ARTICLE XX**

**HOURS OF WORK**

Section XX.1 Effective September 24, 1995 normally scheduled duty hours for employees assigned to work in the three platoon system shall be twenty-four (24) consecutive hours on duty, followed by forty-eight (48) consecutive hours off duty, except as described in Section XX.2. This shall result in hours normally scheduled and compensated under the Salary Schedule being fifty-six (56) hours average per week and one hundred twelve (112) hours average during each two week payroll period.

Section XX.2 Actual duty hours for employees assigned to the three platoon system shall total approximately fifty-three (53) hours average per week. Said work schedule will be maintained by the utilization of Earned Days Off (E.D.O.'s). An E.D.O. shall be for a period of twenty-four (24) hours. Every eight weeks, each bargaining unit member shall be granted one (1) E.D.O. with pay to effect an average work week of fifty-three (53) hours.

The senior shift employee, by department not rank, shall have the first E.D.O. choice of the work period, next senior employee the second E.D.O. choice, and so on until the least senior employee has had an E.D.O. choice.

Section XX.3 An employee being off duty due to an Earned Day Off shall not be justification for the fire chief to deny one other employee per duty shift the right to take leave.

Section XX.4 In lieu of taking E.D.O.'s off, an employee shall have the option of working E.D.O.'s and receiving twenty-four (24) hours pay at 1.5 times his base rate of pay for each E.D.O. worked.

\* \* \* \*

**ISSUE NO. 2- MINIMUM STAFFING-** The union proposes a contract provision establishing that a minimum number of six (6) firefighters be required to be on duty at all times.

**ARTICLE XX**

**MINIMUM STAFFING**

Section XX.1 Ohio Revised Code Section 737.11 states that the duty of a municipal fire department is to "protect the lives and property of the people in case of fire". In order to provide adequate and proper protection for the citizens of the City of Circleville and to provide safe working conditions for the bargaining unit members, a minimum of six (6) bargaining unit members per 24 hour shift will be maintained on duty at all times. In the event that the manpower on a platoon shift falls below (six) 6 bargaining unit members, sufficient off duty full-time bargaining unit members will be called in or held over on overtime pay in order to bring the 24 hour shift up to the minimum strength of six (6) bargaining unit members.

\* \* \* \*

ISSUE NO. 3 MANAGEMENT RIGHTS- The union proposes to amend the current contract language to better define firefighters required duties.

### ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the employer or in any way abridging or reducing such authority.

Section 3.2 The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the Employees are vested solely and exclusively with the Employer and/or his designated representative.

Section 3.3 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employee, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees in accordance with civil service law; 2) determine the number of persons require to be employed, laid off or discharged; 3) determined the qualifications of employees RECEIVING ORIGINAL APPOINTMENTS TO THE FIRE DEPARTMENT IN ACCORDANCE WITH LAW; 4) determine the starting and quitting time of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work LOCATION assignments of its employees; 7) determine in accordance with Civil Service law the basis for selection, retention and promotion of employees to or for positions not within the bargaining units established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facility or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 14) terminate or eliminate all or any part of its work or facilities.

Section 3.4 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure.

SECTION 3.5 THE CITY WILL NOT REQUIRE BARGAINING UNIT EMPLOYEES OF THE FIRE DEPARTMENT TO PERFORM DUTIES OTHER THAN DEPARTMENT RELATED DUTIES SUCH AS FIRE SUPPRESSION, FIRE SAFETY INSPECTIONS, RESCUE, EMERGENCY MEDICAL TREATMENT WHEN PROPERLY QUALIFIED, ROUTINE MAINTENANCE OF VEHICLES AND EQUIPMENT, AND ROUTINE CLEANING AND MAINTENANCE OF QUARTERS.

\* \* \* \*

ISSUE NO. 4 SICK LEAVE- (a) Section 14.5 - The union proposes a change in current language to narrow the fire chief's powers if requiring proof for sick leave use. (b) Section 14.10- The union proposes to add the word "RETIREMENT" to the first section.

(c) Section 14.10 (A)- The union proposes to increase the percentage of sick leave conversion on retirement from a maximum of 30% to a maximum of 50% of accrued sick leave. (d) Section 14.12- The union proposes added language "RETIREMENT" and "CONVERSION" (e) Section 14.13- The union proposes to increase the maximum annual sick leave conversion from 167 hours to 233 hours.

## ARTICLE 14

## SICK LEAVE

Section 14.1 Sick leave shall be defined as an absence with pay necessitated by: 1) illness, injury or disability of an employee off of the job; death of a member of the employee's immediate family 2) medical, dental or optical examination or treatment of an employee or a member of the immediate family 3) exposure to a contagious disease which would jeopardize the health of the employee or co-workers 4) pregnancy and/or childbirth and related conditions of employee or wife. Work-related illness or injury will not be charged to employee's personal sick leave. However the proper accident report will be completed within 48 hours of the work-related illness or injury for the illness or injury to be confirmed by the Department Head and the Safety Director as being work-related.

Section 14.2 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours in active pay status and may accumulate such sick leave to an unlimited amount.

Section 14.3 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefor at least one-half (1/2) hour before the start of his work shift each day he is to be absent.

Section 14.4 Sick leave may be used in segments of not less than one (1) hour.

Section 14.5 Before any absence may be charged against accumulated sick leave, the ~~[Department Head may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the department head and paid by the employer.]~~ EMPLOYEE SHALL COMPLETE A SICK LEAVE FORM PROVIDED BY THE CITY ON WHICH THE DATE OF SICK LEAVE USE AND THE REASON FOR SICK LEAVE USE SHALL BE GIVEN. An employee absent for more than two (2) work days MAY BE REQUIRED BY THE CHIEF TO supply a physician's report to be eligible for paid sick leave.

Section 14.6 If the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head finds there is not satisfactory evidence of illness or death sufficient to justify the employee's absence, such leave may be considered and unauthorized leave and shall be without pay. The unauthorized leave without pay shall be reported to the Safety Director who will authorize approval or denial of sick leave.

Section 14.7 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action. The Department Head will suggest such action to the Safety Director, who will authorize approval or denial of appropriate course of action.

Section 14.8 The Department Head may require an employee who has been absent due to illness or injury, either on or off the job, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 14.9 The use of sick leave due to illness or injury or death in the immediate family shall be where the employee's presence is reasonably necessary. It is expected that arrangements that are reasonable and necessary, be made to allow the employee to return to work during the assigned shift. "Immediate family" shall be defined to include the employee's spouse, children, parents, brother, sister, grandparent, grandchild, or legal guardian, and mother-, father-, sister-, brother-, daughter-, and son-in-law. Sick leave may be used to a maximum of one 24-hour workday for the death of a member of the employee's immediate family. Sick leave use for death must be reasonable. If the death in the immediate family requires that the employee travel more than 500 miles, the Chief may, at the request of an employee, allow an additional workday use of sick leave.

Section 14.10 EFFECTIVE SEPTEMBER 24, 1995 an employee of the City of Circleville with ~~ten~~ or more years of continuous service with the City of Circleville will upon RETIREMENT AND application be paid a one-time bonus calculated upon his or her accrued but unused sick leave account as follows:

- A. For each year of service with the City of Circleville a retiring employee shall be entitled to ~~[one (1)]~~ TWO (2) percent of his or her accrued but unused sick leave with a maximum conversion formula of ~~[thirty (30)]~~ FIFTY (50) percent, ~~[based on thirty completed years of service.]~~ Only service time as an employee of the City of Circleville shall be utilized in this conversion calculation; or,
- B. No employee shall receive a payment less than that for one-fourth of the value of the employee's accrued but unused sick leave to a maximum of one-fourth (1/4) of 960 hours or 240 hours.

Section 14.11 The application for conversion payment must be made in writing, signed by the employee at his or her time of retirement. The conversion will be distributed to the employee not later than 30 days after the employee's retirement date. Payment shall be based on the employee's hourly rate of pay at the time of retirement.

Section 14.12 An employee is only entitled to one RETIREMENT sick leave CONVERSION bonus as an employee of the city.

Section 14.13 Less than 500 hour bank- EFFECTIVE SEPTEMBER 24, 1995 an employee who, as of January 1 of each year, has a sick leave account of less than 500 hours, shall not be paid for unused sick leave earned during the immediately preceding calendar year and any such unused sick time will be added to his sick leave account.

500 or more hour bank- EFFECTIVE SEPTEMBER 24, 1995 any employee, who, as of January 1 of each year, has a sick leave account of 500 hours or more, shall first have any sick leave used in the immediately preceding calendar year deducted from the sick leave he earned during that year. The employee may then elect to be paid for the remaining sick leave earned but not used in that prior calendar year, up to a maximum of ~~[167]~~ 233 hours. This election shall be made on or before January 31, of the following year. Payment for unused sick leave shall be on or before the second payroll date in February. Any unused sick leave hours not sold by the employee shall remain in the employee's sick leave account.

\* \* \* \*

ISSUE NO. 5 INSURANCE- (a) Section 17.1 - The union proposes outdated language from current contract be deleted and new language be added. (b) Section 17.2- The union proposes that the monthly premium share paid by employees for medical insurance be set at \$30.00 for a double policy and \$60.00 for a family policy. (c) Section 17.3- The union proposes to eliminate current language and substitute new language. (d) Section 17.4- The union proposes that parity be maintained between medical insurance benefits afforded other city bargaining units and those afforded fire department employees. (e) Section 17.5- The union proposes language to assure proper compliance with possible state and/or federal laws dealing with health care plans. (f) Section 17.6- The union proposed that the city maintain life insurance in the present amount of \$20,000 for each fire department bargaining unit employee.

#### ARTICLE 17 [MEDICAL] INSURANCE

Section 17.1 ~~[From April 1, 1993 through September 23, 1995 the Employer is to pay the amount of health insurance premium as awarded by the Conciliator's report of March 24, 1993.]~~ FROM SEPTEMBER 24, 1995 THROUGH SEPTEMBER 19, 1998 THE CITY AGREES TO PROVIDE GROUP MEDICAL INSURANCE COVERAGE FOR EACH EMPLOYEE AND THEIR DEPENDENTS AT A LEVEL COMPARABLE TO THAT WHICH WAS IN EFFECT ON SEPTEMBER 23, 1995.

Section 17.2 EFFECTIVE SEPTEMBER 24, 1995 AND CONTINUING DURING THE TERM OF THIS CONTRACT the City shall pay the entire monthly health insurance premium for single coverage, an employee shall pay ~~[\$25.00]~~ \$30.00 monthly toward a double health insurance premium and an employee shall pay ~~[\$100.00]~~ \$60.00 monthly toward the family health insurance premium respectively.

Section 17.3 ~~[The parties agree that it is in their best interest to attempt methods of cost control. Should the desire or need arise to discuss coverage or methods of cost control the parties agree to meet and discuss same.]~~ THE UNION AND THE EMPLOYER MUTUALLY ACKNOWLEDGE THE IMPORTANCE OF COST CONTROL IN PROVIDING HEALTH INSURANCE TO BARGAINING UNIT MEMBERS AND THEIR DEPENDENTS. AS PREMIUM RATES CHANGE DURING THE TERM OF THIS AGREEMENT, THE EMPLOYER AGREES TO MEET WITH REPRESENTATIVES OF THE UNION IN THE THIRTY (30) DAYS PRIOR TO THE OPEN ENROLLMENT PERIOD TO DISCUSS PROPOSED ALTERNATIVE INSURANCE COVERAGES WITH INSURANCE COMPANY REPRESENTATIVES.

SECTION 17.4 IF, DURING THE TERM OF THIS CONTRACT, ANY OTHER CITY BARGAINING UNIT RECEIVES MORE COMPREHENSIVE HEALTH CARE INSURANCE OR HEALTH CARE INSURANCE COVERAGE AT LOWER EMPLOYEE PREMIUM CO-PAYS THROUGH A COLLECTIVE BARGAINING AGREEMENT WITH THE CITY, FIRE DEPARTMENT BARGAINING UNIT MEMBERS SHALL IMMEDIATELY RECEIVE IDENTICAL BENEFITS.

SECTION 17.5 SHOULD EITHER STATE OR FEDERAL STATUTE(S) MANDATE THAT THE PARTIES TO THIS AGREEMENT PARTICIPATE IN A NATIONAL OR STATE HEALTH CARE PLAN OR SYSTEM, THE CITY AND THE UNION AGREE TO MEET AND NEGOTIATE ANY NECESSARY CHANGES.

SECTION 17.6 DURING THE TERM OF THIS AGREEMENT THE CITY AGREES TO PROVIDE LIFE INSURANCE COVERAGE AT NO COST TO ALL BARGAINING UNIT MEMBERS IN THE AMOUNT OF \$20,000.

\* \* \* \* \*

ISSUE NO. 6 ARTICLE 18: SALARY SCHEDULE- (a) Section 18.1- The union proposes deletion of unnecessary word. (b) Sections 18.2, 18.3 and 18.4 - The union proposes the wage rates delineated in these sections. The effect of these wage proposals is to give all fire department bargaining unit employees five (5) percent wage increases at the beginning of each of the three contract years. (c) Section 18.6- The union proposes the elimination of the entry level step for the rank of lieutenant. (d) Section 18.9- The union proposes raising the present pay differential for employees having Emergency Medical Technician/Basic certification from \$.20 per hour to \$.25 cents per hour and adding additional pay differentials for certification as EMT/Advanced and EMT/Paramedic at \$.35 per hour and \$.45 per hour respectively.

**ARTICLE 18 SALARY SCHEDULE**

Section 18.1 All employees shall receive rates of pay for appropriate overtime work [~~payment~~] in accordance with the schedules set forth in this article.

Section 18.2 The following rates of pay shall become effective September 24, 1995.

<u>Firefighter</u>	<u>Entry</u>	<u>Step 1</u>	<u>Step 2</u>
Hourly	\$7.73	\$8.10	\$8.85
Emergency/O.T.	\$16.233	\$17.010	\$18.585
Annual	\$22,509.76	\$23,587.20	\$25,771.20
<u>Lieutenant</u>			
Hourly	\$9.73		
Emergency/O.T.	\$20.433		
Annual	\$28,333.76		
<u>Captain</u>			
Hourly	\$10.30		
Emergency/o.T.	\$21.630		
Annual	\$29,993.60		

Section 18.3 The following rates of pay shall become effective September 22, 1996.

<u>Firefighter</u>	<u>Entry</u>	<u>Step 1</u>	<u>Step 2</u>
Hourly	\$8.12	\$8.51	\$9.29
Emergency/O.T.	\$17.052	\$17.871	\$19.509
Annual	\$23,645.44	\$24,781.12	\$27,052.48

Lieutenant

Hourly	\$10.22
Emergency/O.T.	\$21.462
Annual	\$29,760.64

Captain

Hourly	\$10.82
Emergency/O.T.	\$22.722
Annual	\$31,507.84

Section 18.4 The following rates of pay shall become effective September 21, 1997.

<u>Firefighter</u>	<u>Entry</u>	<u>Step 1</u>	<u>Step 2</u>
Hourly	\$8.53	\$8.94	\$9.75
Emergency/O.T.	\$17.913	\$18.774	\$20.475
Annual	\$24,839.36	\$26,033.28	\$28,392.00

Lieutenant

Hourly	\$10.73
Emergency/O.T.	\$22.533
Annual	\$31,245.76

Captain

Hourly	\$11.36
Emergency/O.T.	\$23.856
Annual	\$33,080.32

Section 18.5 Entry level pay period for firefighters shall be from the date of original appointment to one year of service. Step 1 pay shall be from one year of service to two years of service. Step 2 pay shall be from and beyond two years of service.

Section 18.6 ~~[Entry level pay period for lieutenants shall be from appointment to six months time-in-grade. Top pay shall be from and beyond six months time-in-grade.]~~

Section 18.7 All fire personnel filling the ranks detailed within the Salary Schedule shall be included in the fire department bargaining unit. No personnel within the fire department bargaining unit shall be "supervisors" as defined in Chapter 4117 of the Ohio Revised Code.

Section 18.8 The Safety Director shall designate the person within the rank of captain having the most time-in-grade to exercise the authority and perform the duties of the chief of the department in the event of the absence or disability of the Fire Chief. Such designated person shall be removed from the fire department bargaining unit only during the period of time that person is acting in place of the chief. In the event that all persons in the rank of captain have equal times-in-grade as captains, the Safety Director shall designate the captain having the most time in rank as a fire officer (lieutenant plus captain) as the officer to act in place of the Fire Chief.

Section 18.9 ~~[The City agrees to pay an additional \$.20 per hour differential to all certified Emergency Medical Technicians.]~~ THE CITY AGREES TO ADD THE FOLLOWING SUMS TO THE BASE HOURLY SALARY OF THOSE EMPLOYEES WHO RECEIVE AND MAINTAIN THE FOLLOWING EMERGENCY MEDICAL TECHNICIAN CERTIFICATIONS:

<u>EMERGENCY MEDICAL TECHNICIAN/BASIC-</u>	<u>\$.25 PER HOUR</u>
<u>EMERGENCY MEDICAL TECHNICIAN/ADVANCED-</u>	<u>\$.35 PER HOUR</u>
<u>EMERGENCY MEDICAL TECHNICIAN/PARAMEDIC-</u>	<u>\$.45 PER HOUR</u>

\* \* \* \*

ISSUE NO. 7- ARTICLE 20: HOLIDAY PAY- (a) Section 20.1- The union proposes the addition of Christmas Eve as a holiday. (b) Section 20.5- The union proposes a change in the current date of payment of annual vacation conversion. (c) Section 20.7- The union proposes a procedure for retiring employees to receive payment for accrued but unused holiday leave. (d) Section 20.8- The union proposes a procedure for the estate of a deceased employee to receive payment for that employees accrued but unused holiday leave.

#### ARTICLE 20 HOLIDAY PAY

Section 20.1 All full-time employees shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	<u>CHRISTMAS EVE</u>
	Christmas Day

Paid holidays will be granted, five (5) holidays in the first half of the year and ~~[five (5)]~~ SIX (6) holidays in the second half. However, if not used in the first half, they may be carried over to the second half.

Section 20.2 Employees of the Fire Department shall be granted 24 hours leave for each holiday. Employees shall be entitled to take the time off for the holidays at his straight rate of pay.

Section 20.3 Employees shall request the day(s) they wish to take off. Employees are required to take the holiday leave time during the year in which it is accrued and are not able to carry the time over into the next year.

Section 20.4 All newly hired employee(s) shall receive only the number of paid holidays remaining in the calendar year after the employee(s) date of hire. Regular accumulation shall commence in January of the following year.

Section 20.5 Up to five (5) unused holiday leave days annually may be converted to cash payment as of ~~[December 1st]~~ NOVEMBER 15TH of each year. Compensation for such unused holiday leave shall be at the rate of one and one-half (1-1/2) times the employee's base rate of pay per hour of unused holiday leave converted. Payment for unused holiday leave shall be issued annually not ~~[earlier than the first regular City pay date in December, but not later than the second regular pay date in December]~~ LATER THAN THE FIRST REGULAR CITY PAY DATE IN DECEMBER.

Section 20.6 All paid holiday requests will be subject to the advance approval of the Department Head, with final approval by the Safety Director.

SECTION 20.7 AN EMPLOYEE UPON RETIREMENT MAY CONVERT UP TO TEN (10) UNUSED HOLIDAY LEAVE DAYS TO CASH PAYMENT. COMPENSATION FOR RETIREMENT HOLIDAY CONVERSION SHALL BE AT THE RETIRING EMPLOYEE'S BASE RATE OF PAY PER HOUR OF UNUSED HOLIDAY LEAVE CONVERTED. THE RETIRING EMPLOYEE SHALL APPLY FOR RETIREMENT HOLIDAY CONVERSION AT LEAST THIRTY (30) DAYS PRIOR TO HIS DATE OF RETIREMENT.

SECTION 20.8 IN THE EVENT OF THE DEATH OF AN EMPLOYEE CASH PAYMENT FOR UNUSED HOLIDAY LEAVE SHALL BE MADE TO THE EMPLOYEE'S ESTATE. PAYMENT FOR UNUSED HOLIDAY LEAVE AFTER THE DEATH OF AN EMPLOYEE SHALL BE CALCULATED BY SUBTRACTING THE NUMBER OF HOLIDAY LEAVE HOURS TAKEN BY THE EMPLOYEE FROM THE NUMBER OF HOLIDAY HOURS (NUMBER OF HOLIDAYS TIMES 24 HOURS EACH) WHICH HAD PASSED IN THAT CALENDAR YEAR PRIOR TO THE EMPLOYEE'S DEATH AND MULTIPLYING THE REMAINDER BY THE EMPLOYEE'S BASE RATE OF PAY.

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ISSUE NO. 8- ARTICLE 22: VACATION- Sections 22.7 and 22.8- The union proposes to incorporate the present vacation conversion procedure established by city ordinance into this contract article.

## ARTICLE 22

## VACATION

Section 22.1 All regular full-time employees shall be granted the following vacation leave with full pay based on their length of service with the City.

Section 22.2 The rate of vacation leave hours shall be as follows:

1-4 years of service	-	6-24 hour tours of duty
5-9 years of service	-	9-24 hour tours of duty
10-14 years of service	-	12-24 hour tours of duty
15-19 years of service	-	13-24 hour tours of duty
20-24 years of service	-	14-24 hour tours of duty
Over 25 years of service	-	15-24 hour tours of duty

Section 22.3 An employee shall become eligible for vacation leave on his anniversary date and vacation leave normally be taken by the employee within 12 months thereafter.

Section 22.4 Vacation leave shall be accrued by full time employees only, and may be accumulated to an amount equal to three (3) years accumulation of vacation leave.

Section 22.5 Vacation leave is to be taken at a time approved by the Department Head, with final authorization by the Safety Director; however, effort will be made to grant vacation time at the convenience of the employee if scheduling does not hamper the department's work coverage. Vacation requests must be made no less than one week in advance of the requested starting date. Reasonable changes could be made in the event that last minute changes arise. Departmental training sessions requiring the attendance of off duty personnel shall be scheduled at least 60 days in advance in order to facilitate scheduling of vacation leave.

Section 22.6 If an employee with at least one year of service voluntarily terminates his employment he shall be eligible and entitled to receive payment for all earned and accrued, but unused, vacation leave. In the case of the death of an employee, said vacation leave will be paid to the employee's estate.

SECTION 22.7 EMPLOYEES WHO HAVE ACCRUED UNUSED VACATION LEAVE MAY ANNUALLY CONVERT THAT UNUSED LEAVE TO A CASH PAYMENT AS FOLLOWS:

(A) ALL VACATION LEAVE IN EXCESS OF TWO HUNDRED (200) HOURS MAY BE CONVERTED TO A CASH PAYMENT AT THE EMPLOYEE'S BASE RATE OF PAY.

(B) IN ADDITION TO THE CONVERSION IN (A), EACH EMPLOYEE MAY CONVERT A MAXIMUM OF FIFTY SIX (56) HOURS TO A CASH PAYMENT AT THAT EMPLOYEE'S BASE RATE OF PAY PLUS A BONUS OF 15% OF THE TOTAL CASH PAYMENT.

SECTION 22.8 NOTICE OF THE TOTAL NUMBER OF VACATION HOURS TO BE CONVERTED BY EACH EMPLOYEE SHALL BE GIVEN TO THE CITY AUDITOR'S OFFICE ON OR BEFORE OCTOBER 31ST ANNUALLY. VACATION CONVERSION PAYMENT SHALL BE MADE NOT LATER THAN THE SECOND REGULAR PAY DATE IN NOVEMBER.

\* \* \* \*

ISSUE NO. 9- ARTICLE 26: LONGEVITY- (a) Section 26.1- The union proposes a change in the contract language dealing with length of service used in calculating longevity. (b) Section 26.2- The union proposes increasing the amount of longevity pay per year of service from \$25.00 to \$50.00 . (c) Section 26.3- The union proposes changing the date of payment of longevity pay.

#### ARTICLE 26

#### LONGEVITY

Section 26.1 All full-time employees shall be entitled to longevity pay for continuous service to the City. Entitlement to such longevity pay shall be determined upon the following conditions, all of which must exist for eligibility for longevity. Employee must:

1. Be a full-time employee;
2. Have completed A TOTAL OF five (5) years of ~~continuous, uninterrupted~~ employment with the City; and
3. Be an employee of the City on the date of payment of longevity.

Section 26.2 The amount of longevity pay for employees shall be ~~[(twenty-five dollars (\$25.00)]~~ FIFTY dollars (\$50.00) times the number of years of completed ~~[continuous]~~ service with the City as of December 1st of each year. No credit shall be granted for pro-rated or partial years of service.

Section 26.3 Such longevity pay shall be issued annually, ~~[not earlier than the first regular City pay date in December, but not later than the second regular pay in December.]~~ NOT LATER THAN DECEMBER 15TH.

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ISSUE NO. 10- ARTICLE 27: UNIFORM ALLOWANCE- (a) Section 27.1- The union proposes an increase in the amount of uniform allowance from \$350.00 per year to \$420.00 per year. The union also proposes to change the dates of payment of the uniform allowance. (b) Section 27.4- The union proposes that the city pay for the initial issue of newly required uniform allowance items.

#### ARTICLE 27 UNIFORM ALLOWANCE

Section 27.1 Full time bargaining unit employees shall receive ~~[three hundred and fifty dollars (\$350.00)]~~ FOUR HUNDRED AND TWENTY DOLLARS (\$420.00) uniform allowance per year, to be paid in cash to employees in two equal payments of ~~[one hundred seventy five dollars (\$175.00)]~~ TWO HUNDRED TEN DOLLARS (\$210.00) each on the ~~[first payroll date in January and on the first payroll date in July]~~ FRIDAY FOLLOWING THE SECOND PAYROLL DATE IN JANUARY AND ON THE FRIDAY FOLLOWING THE FIRST PAYROLL DATE IN JULY. If the Fire Chief deems that an employee is not maintaining proper dress standards, he may suggest disciplinary action to the Safety Director. Uniform are to be worn on while on duty. Annually employees will receive a W-2 form reflecting the cash payment of the uniform allowance. This cash payment should be included as part of the employee's wages.

Section 27.2 During the calendar year in which an employee successfully completes his first anniversary date with the City, such employee shall receive one-twelfth (1/12) of the total annual uniform allowance for each full month remaining in that calendar year. Payment to such employee shall be made on the next payroll following the completion of the employee's first anniversary period and on the next date of semi-annual uniform allowance payment if another payment date remains in that calendar year.

Section 27.3 Permanently appointed full-time bargaining unit employees will be required to replace as needed from their annual clothing allowance the following uniform items: shirts, pants, hats, caps, shoes, belts, flashlights, batteries, coveralls, socks, tuffy jackets, light weight jackets. At the suggestion of the Chief with final approval of the Safety Director items may be added or deleted. This section does in no way reduce the responsibility of the employee to care for and maintain, to the best of his ability, City purchased items i.e. helmet, bunker pants, bunker coat, etc. The Chief shall have the authority to approve, on a case by case basis, additional purchases from departmental funds of items normally covered by the clothing allowance only after proof is submitted to verify that the employee's uniform allowance is exhausted or would be more than exhausted by the purchase and that the need for the additional item is justified.

SECTION 27.4 THE CITY WILL SUPPLY EACH EMPLOYEE WITH THE INITIAL ISSUE OF A NEWLY REQUIRED CLOTHING ALLOWANCE ITEM. THE CITY WILL SUPPLY THE EMPLOYEE WITH AN INITIAL ISSUE OF THREE (3) UNIFORM TROUSERS AND/OR UNIFORM SHIRTS IF EMPLOYEES ARE REQUIRED TO CHANGE TO A NEW STYLE UNIFORM TROUSER AND/OR UNIFORM SHIRT.

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ISSUE NO. 11- ARTICLE 28: OUT OF CLASSIFICATION PAY- (a) Section 28.1- The union proposes that firefighters required to assume the duties and responsibilities of a lieutenant be paid at the lieutenant's hourly wage rate. (b) Section 28.2- The union proposes that lieutenants assuming the duties and responsibilities of the shift commander (captain) be paid at the captain's hourly wage rate for all hours worked in the absence of the captain.

ARTICLE 28 OUT OF CLASSIFICATION PAY

Section 28.1 Firefighters assigned to the lieutenant classification and performing the duties and assuming the responsibilities of the officer in charge of a fire station shall receive out-of-classification pay immediately after assuming the duties of officer in charge at a rate equal to the rate paid ~~entry level~~ lieutenants.

SECTION 28.2 A LIEUTENANT ON DUTY IN THE ABSENCE OF THE CAPTAIN IN CHARGE OF A SHIFT AND ASSUMING SUCH DUTIES SHALL RECEIVE OUT-OF-CLASSIFICATION PAY IMMEDIATELY AFTER ASSUMING THE DUTIES OF SHIFT COMMANDING OFFICER AT A RATE EQUAL TO THE RATE PAID CAPTAINS.

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ISSUE NO. 12- ARTICLE 29: PERSONAL LEAVE- (a) Section 29.1- The union proposes that personal leave used no longer be deducted from accrued vacation leave. Section 29.2- (b) The union proposes that employees be allowed to use personal leave in less than three (3) hour increments if that use does not create overtime.

ARTICLE 29 PERSONAL LEAVE

Section 29.1 All full-time bargaining unit employees shall be entitled to receive and use twenty-four (24) personal leave hours during each calendar year [beginning January 1, 1993]. Personnel leave hours used shall ~~[be deducted on an hour for hour basis from accrued vacation leave hours]~~ NOT BE DEDUCTED FROM ANY OTHER ACCRUED LEAVE HOURS.

Section 29.2 Personal leave hours must be used in minimums of three (3) hour increments IF SUCH USE REQUIRES OFF DUTY PERSONNEL TO BE CALLED TO DUTY AS REPLACEMENTS. IF NO ON DUTY REPLACEMENT IS REQUIRED, AN EMPLOYEE MAY USE PERSONAL LEAVE IN ONE HOUR INCREMENTS.

ISSUE NO. 13- ARTICLE 31: PENSION PICKUP- Section 31.1- The union proposes that the city continue to pay all of each employee's contribution to the Police and Fire Disability and Pension Fund.

ARTICLE 31

PENSION PICKUP

~~Section 31.1 [Pension pick-up is awarded by the conciliator's report dated March 24, 1993, by the City paying one-third of the ten percent of base wages which is the employees' share of the pension contribution in the first year of the contract, two-thirds of the ten percent contribution in the second year and all of the employees' share in the third year.]~~ DURING THE TERM OF THIS CONTRACT THE CITY AGREES TO PAY THE ALL OF EACH EMPLOYEE'S CONTRIBUTION TO THE POLICE AND FIRE DISABILITY AND PENSION FUND AS ESTABLISHED BY STATE STATUTE.

ISSUE NO. 14- ARTICLE 32: GEOGRAPHICAL RESTRICTION- Section 32.1- The union proposes that the geographic restriction as to where an employee may live and continue to be employed by the city be relaxed to include all of Pickaway County and all contiguous counties.

ARTICLE 32

GEOGRAPHICAL RESTRICTION

Section 32.1 Any person, on or before sixty days after receiving an appointment to [~~classified service~~] THE CIRCLEVILLE FIRE DEPARTMENT, live within [~~the City limits or within a ten mile radius of the City's limits~~] PICKAWAY COUNTY OR WITHIN ANY OF THE ADJOINING COUNTIES (INCLUDING FAIRFIELD, ROSS, FAYETTE, HOCKING, MADISON AND FRANKLIN COUNTIES).

In the Matter of Negotiations between IAFF, Local 1232  
and the City of Circleville  
October 27, 1995

**ARTICLE 27**

**UNIFORM ALLOWANCE**

**Section 27.1** Full-time bargaining unit employees shall receive three hundred and fifty dollars (\$350.00) uniform allowance per year, to be paid in cash to employees in two equal payments of one hundred seventy five dollars (\$175.00) each on the ~~first~~ **LAST** payroll date in January and on the first payroll date in July. If the Fire Chief deems that an employee is not maintaining proper dress standards, he may suggest disciplinary action to the Safety Director. Uniforms are to be worn only while on duty. Annually employees will receive a W-2 form reflecting the cash payment of the uniform allowance. This cash payment should be included as part of the employee's wages.

**Section 27.2** During the calendar year in which an employee successfully completes his first anniversary date with the City, such employees shall receive one-twelfth (1/12) of the total annual uniform allowance for each full month remaining in that calendar year. Payment to such employee shall be made on the next payroll following the completion of the employee's first anniversary period and on the next date of semi-annual uniform allowance payment if another payment date remains in that calendar year.

**Section 27.3** Permanently appointed full-time bargaining unit employees will be required to replace as needed from their annual clothing allowance the following uniform items: shirts, pants, hats, caps, shoes, belts, flashlights, batteries, coveralls, socks, tuffy jackets, light weight jackets. At the suggestion of the Chief with final approval of the Safety Director items may be added or deleted. This section does in no way reduce the responsibility of the employee to care for and maintain, to the best of their ability, City purchased items i.e. helmet, bunker pants, bunkercoat, etc.

The Chief shall have the authority to approve, on a case by case basis, additional purchases normally covered by the clothing allowance. This may be done only after proof is submitted to verify the employee's uniform allowance is exhausted, or would be exceeded, and the need for the additional item is justified.