

STATE EMPLOYMENT
RELATIONS BOARD

AUG 5 11 02 AM '96

IN THE MATTER OF FACT-FINDING BETWEEN
SALEM FIRE FIGHTERS LOCAL #238 I.A.F.F.

AND

THE CITY OF SALEM

BEFORE: ROBERT G. STEIN

SERB CASE NO. 96-MED-02-0111

ADVOCATES FOR THE FIRE FIGHTERS:

J. Michael Kapp, J.D. LL.M.
128 West Fifth Street
P.O. Box 768
East Liverpool, Ohio 43920-5768

and

John O'Neill, OAPFF 6th District V. P.

ADVOCATE FOR THE CITY OF SALEM:

Linda Tawil, Representative
Gortz & Associates, Inc.
24100 Chagrin Blvd. #260
Beachwood, Ohio 44120

INTRODUCTION

The parties have been negotiating for several months in an attempt to come to terms on a successor agreement. The bargaining unit consists of fifteen firefighters. Several issues were resolved or partly resolved during the negotiations process; however, in July of 1996 an impasse was declared and a fact-finding hearing was held on July 19, 1996. The parties submitted preliminary statements in accordance with Ohio Admin. Code 4117-9-05(F) and convened for a fact-finding hearing on July 19, 1996.

After opening remarks were made and the unresolved issues were clarified, the parties, at the suggestion of the Fact Finder entered into mediation. The Fact Finder served as the Mediator and several hours later, the parties reached agreement in principle on the eighteen unresolved issues brought to fact-finding. It should be noted that the advocates for each of the parties conducted themselves in a highly professional manner and vigorously represented their respective constituencies.

At the request of the parties, the Fact Finder was asked to provide recommendations for each of the eighteen issues agreed to in principle at the fact-finding/mediation session. Eighteen unresolved issues were submitted to fact-finding. They are: Wages; Longevity; Uniform Allowance; Education Certification Bonus; Overtime; Hours of Work; Life Insurance; Holidays; Safety Equipment; Personal Vehicle Use; Injured on Duty Leave; Length of the Agreement; Educational Program Reimbursement; Pension Contributions; Medical Insurance; Sick Leave; Bereavement Leave; and Grievance Procedure.

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C)(4)(E) establishes the criteria to be considered for fact finders. For the purposes of review, the criteria is as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made.

ISSUE 1 ARTICLE V WAGES

The parties reached tentative agreement during mediation and the Fact Finder recommends the following:

- | | |
|-------------------------|---|
| Effective July 1, 1996: | 3.25% across the board increase in salary |
| Effective July 1, 1997: | 3.25% across the board increase in salary |
| Effective July 1, 1998 | 3.25% across the board increase in salary |

All other provisions of this article are to remain the same as current language.

ISSUE 2 ARTICLE VII LONGEVITY

The parties reached tentative agreement during mediation and the Fact Finder recommends the following:

A. Years 5 through 10 on the Longevity Schedule shall be pro rated (i.e. employees shall receive longevity pay at each step beginning with year 5)

B. The Longevity Schedule shall be increase at every step by **3.25%** effective July 1, 1996.

All other provisions of this article are to remain the same as current language.

ISSUE 3 ARTICLE VIII UNIFORM AND UNIFORM ALLOWANCE

The parties reached tentative agreement during mediation and the Fact Finder recommends the following:

Paragraph A. should be modified as follows:

Paragraph A: (1) The clothing allowance of all bargaining unit employees shall be as follows:

(a) For calendar year 1997:	\$425.00
(b) For calendar year 1998	\$440.00
(c) For calendar year 1999	\$455.00

(2) Each annual payment shall be made before January 15 of each such year and shall be for the calendar year in which such payment is made.

(3) All probationary employees shall also receive his/her first full uniform allowance at that same time

Paragraph B: the number 1.03, that appears in the first and last sentence of the paragraph shall be changed to 1.16 effective July 1, 1996.

All other provisions of this article are to remain the same as current language.

ISSUE 4 ARTICLE IX EDUCATION CERTIFICATE BONUS

The parties reached tentative agreement during mediation and the Fact Finder recommends the following changes to the rates in the current agreement:

A. Each employee covered by this agreement who has received certification in the following classifications, shall receive an additional amount of pay per bi-weekly pay as follows:

Category 1:

State Certified T & I Instructor	<u>\$10.00</u>
----------------------------------	-----------------------

Category 2:

First Responder	<u>\$10.00</u>
Emergency Medical Technician	<u>\$10.00</u>
Emergency Medical Technician Advanced	<u>\$15.00</u>
Paramedic	<u>\$20.00</u>

Category 3:

Scott Trained Repair Technician	<u>\$15.00</u>
---------------------------------	-----------------------

All other provisions of this article are to remain the same as current language.

ISSUE 5 ARTICLE X OVERTIME

The parties agreed in mediation that there would be no changes in this article.

ISSUE 6 ARTICLE XVI HOURS OF WORK

The parties agreed in mediation that there would be no changes in this article.

ISSUE 7 ARTICLE XIII GROUP LIFE INSURANCE

The parties reached tentative agreement during mediation and the Fact Finder recommends the following changes to the first sentence of this article:

The City will provide term life insurance coverage to all bargaining unit members in the amount of twenty-thousand dollars (\$20,000).

All other provisions in this article are to remain the same as current language.

ISSUE 8 ARTICLE XV HOLIDAYS

The parties agreed in mediation that there would be no changes in this article.

ISSUE 9 ARTICLE XXI SAFETY EQUIPMENT

The parties reached tentative agreement during mediation and the Fact Finder recommends the following changes in paragraph E:

E. Whenever the manpower drops to a level below four (4) men per shift, the officer in charge, with the prior approval of the chief shall contact off duty employees of the Fire Department according to established procedures in this contract under Article

X, Fill-in -time, and Appendix A, to re-establish the shift strength to four (4) men, including the Chief, if on station.

All other provisions of this article are to remain the same as current language.

ISSUE 10 ARTICLE XXIII PERSONAL VEHICLE USE

The parties agreed in mediation that there would be no change in this article.

ISSUE 11 ARTICLE INJURED ON DUTY LEAVE

The parties agreed that the current provisions of this article would not be changed. However, the parties did agree to add new provisions F. and G. to this article and the Fact Finder recommends the following language:

- F. All such injured employee leave shall not be counted under the provisions of the Family Medical Leave Act.
- G. During injury on duty leave, the City shall continue to pay all pension premiums as provided for in this agreement for a maximum period of ninety (90) calendar days.

ISSUE 12 ARTICLE XXX TERM OF THE AGREEMENT

The parties agreed in mediation and the Fact Finder recommends that the agreement shall be effective July 1, 1996 through June 30, 1999.

ISSUE 13 NEW ARTICLE EDUCATIONAL PROGRAM AND REIMBURSEMENT

The parties agreed in mediation to add a this new article to the agreement and the Fact Finder recommends the following:

The City shall reimburse each member of the bargaining unit fifty percent (50%) of the cost of tuition and books expended in the pursuit of educational courses related to fire fighting and the duties and responsibilities of a firefighter. The member shall obtain the prior approval of the Fire Chief. Such approval shall not be unreasonably denied.

ISSUE 14 ARTICLE XI PENSION CONTRIBUTIONS

The parties agreed in mediation that there would be no changes in this article.

ISSUE 15 ARTICLE XII MEDICAL INSURANCE

The parties agreed in mediation to modify paragraph C. and the Fact Finder recommends the following changes:

C. Each member of the bargaining unit agrees to fund fifty percent (50%) of any future hospitalization increases over \$400.00, with the maximum contributed by each member of the bargaining unit shall be set at \$15.00 per bi-weekly pay.

All other provisions of this article shall remain the same as current language.

ISSUE 16 ARTICLE XVII SICK LEAVE

The parties in mediation agreed to modify paragraph G. of this article and the Fact Finder recommends the following:

G. **Effective June 30, 1999**, any member of the bargaining unit, upon severance of employment with the City of Salem, or any member who is eligible to receive retirement benefits from the City of Salem, by reason of age and length of service, shall be entitled to remuneration in cash for any or all unused sick leave accumulated by said employee at **twenty five percent (25%)** of the full amount of the employee's accrued but unused sick leave up to **an accumulated maximum of 1280 hours**, and such election shall be deemed to eliminate all of the requested sick leave credit accrued by said member at the same time. **Bargaining unit members who have over 1,000 hours of accumulated sick leave as of July 1, 1996 shall be grandfathered for the remainder of their employment at a remunerated cash in rate of fifty percent (50%) of all unused accumulated sick leave.**

All other provisions of this article shall remain the same as current language.

ISSUE 17 NEW ARTICLE BEREAVEMENT LEAVE

The parties agreed to continue the current practice of using sick leave for bereavement.

ISSUE 18 ARTICLE XX GRIEVANCE PROCEDURE

The parties agreed in mediation and the Fact Finder recommends the following changes to Section A. Grievance Proceedings: Section 3. The Current language shall be replaced with the following language:

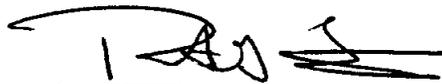
3. If the management fails at any step of this procedure to communicate the decision on a grievance with the specified time limit, the grievance **shall automatically be appealed to the next step of the grievance procedure**. Any grievance not advanced from one step to the next step by the grievant within the time limits of that step, shall be considered dismissed with prejudice.

All other provisions of this article shall remain the same as current language.

TENTATIVE AGREEMENTS

All other issues tentatively agreed to or withdrawn during the negotiations and mediation process are considered to be part of this report and are recommended to the parties.

The Fact Finder respectfully submits the above recommendations to the parties
this 1st day of August, 1996.

A handwritten signature in black ink, appearing to read 'R. Stein', written over a horizontal line.

Robert G. Stein, Fact Finder