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STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF THE )  
FACT-FINDING BETWEEN: )

BEFORE FACT FINDER:  
JAMES E. RIMMEL

AUSTINTOWN PROFESSIONAL )  
FIREFIGHTERS ASSOCIATION, )  
IAFF LOCAL 3356 )

CASE NO. 96-MED-08-0655

Association )

HEARD: 24 FEBRUARY 1997

And )

ISSUED: 6 MARCH 1997

AUSTINTOWN TOWNSHIP TRUSTEES )

Trustees )

APPEARANCES

For the Association:

For the Trustees:

Edward A. Carrozzino  
John O'Neill

Michael B. Dockry

BACKGROUND

This matter comes on for Fact-Finding under the provisions of Ohio's 1983 Public Employee Collective Bargaining Act following impasse in negotiations between the Austintown Professional Firefighters, IAFF Local 3356 (Association) and the Austintown Township Trustees (Trustees) on a successor collective bargaining agreement. In accord with administrative rule, the parties proffered their respective pre-hearing statements to me on 21 February 1997 outlining their respective positions on all unresolved issues. Those statements are appended hereto and made a part hereof as

Association Exhibit 1 and Trustees Exhibit 1. At hearing, both sides were provided the opportunity to proffer supporting arguments, exhibits and testimony concerning these issues, with both availing themselves to these opportunities. The parties, in fact, proffered quite an extensive record. All supporting evidence and arguments were considered, along with applicable statute provisions and administrative rules, in arriving at the recommendations which follow. The detail of that which was proffered, however, will not be reflected in this report.

The unresolved issues at bar are as follows:<sup>1</sup>

1. Article 10 - Employee Classifications
2. Article 16 - Personnel Reduction
3. Article 19 - Salaries and Compensation
4. Article 19 - Salaries and Compensation - Paragraph A-3
5. Article 19 - Salaries and Compensation - Paragraph A-4
6. Article 19 - Salaries and Compensation - Paragraph C [1] through [4]
7. Article 19 - Salaries and Compensation - Pension Pick Up
8. Article 20 - Work Hours
9. Article 24 - Attendance Incentive Pay
10. Article 25 - Uniform Allowance
11. Article 30 - Sick Leave
12. Article 35 - Job Related Medical Leave of Absence
13. Article 38 - Health Benefits
14. Article 49 - Minimum Manning

1. **ARTICLE 10 - EMPLOYEE CLASSIFICATIONS**

**RECOMMENDATION:**

THE LISTED CLASSIFICATIONS SHOULD BE AMENDED TO REFLECT THE FOLLOWING UNDER ARTICLE 10:

- A. ASSISTANT CHIEF
- B. CAPTAIN OR CAPTAIN/INSPECTOR
- C. LIEUTENANT OR LIEUTENANT/INSPECTOR
- D. FIREFIGHTER OR FIREFIGHTER/INSPECTOR

**RATIONALE:**

Given that which presently exists relative to an inspection function at the Firefighter level and the presence of rank in the form of a Captain within that unit, along with the mutual understanding that progression to the Lieutenant level is appropriate, reflection of those classifications within the Inspection Unit is, in reality, a matter of housekeeping. The import of this modification, however, needs to be carried over to Article 19 in order to ensure proper administration. Thus, it is additionally RECOMMENDED that Article 19 - Salaries and Compensation - be amended under Paragraph A by inserting between that which presently exists for Captain/Inspector and Firefighter/Inspector, a listing and rates for Lieutenant/Inspector. In addition, the following proviso should be set forth at the end of Paragraph A1 to read as follows:

PROGRESSION TO THE LIEUTENANT/INSPECTOR LEVEL  
SHALL ONLY OCCUR AFTER A FIREFIGHTER HAS  
ACHIEVED FOUR(4) YEARS OF SERVICE WITH THE  
TOWNSHIP AND AN ADDITIONAL TWO (2) YEARS AS A  
FIREFIGHTER/INSPECTOR.

2. **ARTICLE 16 - PERSONNEL REDUCTION:**

**RECOMMENDATION:**

THAT WHICH IS PRESENTLY SET FORTH UNDER THIS ARTICLE SHALL BE CONTINUED UNDER THE TERMS OF THE PARTIES' SUCCESSOR COLLECTIVE BARGAINING AGREEMENT.

**RATIONALE:**

Though there appears to have been a tentative agreement to delete this provision, that agreement under agreed-to negotiations ground rules, namely, Paragraph 7 thereof, did not preclude the Trustees from revisiting this issue at fact-finding. Whether the exercise of that right was truly wise, I need not deal with for the ground rules simply allowed for such to occur. Moreover, absent any cogent evidence demonstrating that this provision has caused some hardship for bargaining unit members, there exists no sound basis to accommodate the Association in this instance.

3. **ARTICLE 19 - SALARIES AND COMPENSATION:**

**RECOMMENDATION:**

WAGE PARITY FOR FULL-TIME EMPLOYEES WILL BE ACHIEVED AS OF 1 JANUARY 1997 AS PROVIDED FOR UNDER ARTICLE 50 OF THE PARTIES' 1 JANUARY 1994 TO 31 DECEMBER 1996 AGREEMENT. MOREOVER, ALL INCREASES, EITHER IN THE FORM OF A SCHEDULED OR PERCENTAGE INCREASE ACCORDED TOWNSHIP POLICE OFFICERS IN 1997, 1998 AND 1999 WILL BE GIVEN TO THE CORRESPONDING RANKS WITHIN THE FIREFIGHTING UNIT AS PROVIDED UNDER ARTICLE 50 OF THE PRIOR AGREEMENT. THE FIREFIGHTER RANK OF ASSISTANT CHIEF WILL RECEIVE THE SAME SCHEDULED OR PERCENTAGE INCREASE ACCORDED THE FIRE DEPARTMENT CAPTAIN THROUGHOUT THE NEW AGREEMENT.

**RATIONALE:**

This is precisely what the parties set in motion under the terms of their prior Agreement and no cogent reason has been proffered to justify a change in that course.

4. **ARTICLE 19 - SALARIES AND COMPENSATION - PARAGRAPH A-3:**

**RECOMMENDATION:**

THIS PARAGRAPH SHALL BE DELETED FROM THE PARTIES' SUCCESSOR COLLECTIVE BARGAINING AGREEMENT.

**RATIONALE:**

Traditionally, signing bonuses are accorded bargaining unit members when the parties mutually agree to a new/successor collective bargaining agreement. In other words, this type of Article clearly is a product of the negotiations and not fact finding/conciliation. It represents also an additional cost which, in light of what else appears in this report, just cannot be reasonably supported in this instance.

5. **ARTICLE 19 - SALARIES AND COMPENSATION - PARAGRAPH A-4**

**RECOMMENDATION:**

SUBSTITUTE THE FOLLOWING FOR THAT WHICH PRESENTLY EXISTS UNDER PARAGRAPH A-4: A TWO HUNDRED (\$200.00) DOLLAR ANNUAL BONUS WILL BE PAID TO ANY BARGAINING UNIT EMPLOYEE WHO SUCCESSFULLY COMPLETES AND PASSES THE NATIONAL REGISTRY FOR EMERGENCY MEDICAL TECHNICIAN/AMBULANCE ( EMT) CERTIFICATION PROVIDED THE

EMPLOYEE HAS SAID CERTIFICATION FOR NO LESS THAN NINE (9) MONTHS IN ANY CALENDAR YEAR. SAID BONUS WILL BE PAID ON THE SECOND FRIDAY OF DECEMBER OF EACH CALENDAR YEAR. THE AFORE BONUS WILL ALSO PERTAIN TO ANY BARGAINING EMPLOYEE WHO CURRENTLY HOLDS AN EMT-A CERTIFICATION OR HIGHER. NO BONUS WILL BE REQUIRED IF PRIOR TO ANY CALENDAR YEAR A PARTICULAR EMPLOYEE IS EXEMPTED FROM EMT RESPONSIBILITIES BY THE CHIEF, OR THE TRUSTEES DECIDE TO DISCONTINUE EMT SERVICES WITH THE TOWNSHIP..

**RATIONALE:**

This type of professionalism, if to be provided to Township residents by the Trustees, requires a certain amount of additional preparation that needs to be compensated for by the Township. There is unquestionably a quid pro quo that needs to be recognized in this instance if such is to be required of bargaining unit employees.

6. **ARTICLE 19 - SALARIES AND COMPENSATION - PARAGRAPH C[1] THROUGH [4]**

**RECOMMENDATION:**

PARAGRAPHS C[1] AND [3] WILL BE CARRIED OVER UNCHANGED INTO THE PARTIES' SUCCESSOR COLLECTIVE BARGAINING AGREEMENT. LIKewise, PARAGRAPH C[2] SHOULD BE CARRIED OVER INTO THE SUCCESSOR COLLECTIVE BARGAINING AGREEMENT. MOREOVER, THAT SET OUT UNDER A JOINT MEMORANDUM OF UNDERSTANDING ON THIS SUBJECT DATED 12 JANUARY 1996 SHOULD BE APPENDED TO THE PARTIES' SUCCESSOR

COLLECTIVE BARGAINING AGREEMENT TO ENSURE APPROPRIATE ADMINISTRATION OF THIS PARAGRAPH. FINALLY, PARAGRAPH C[4] IS TO BE AMENDED TO READ AS FOLLOWS: WHENEVER A SCHEDULED CALL OUT IS AUTHORIZED BY THE CHIEF, THE EMPLOYEE SHALL BE COMPENSATED AT TIME AND ONE-HALF (1 ½) TIMES THE 2080 RATE FOR A MINIMUM OF TWO (2) HOURS.

**RATIONALE:**

In making this recommendation under C-4 above, it is with the intent that such be limited to scheduled call outs as opposed to emergency call backs. Moreover, relevant data indicate that provisions of this nature are common both in the public and private sectors.

7. **ARTICLE 19 - SALARIES AND COMPENSATION - PENSION PICK UP**

**RECOMMENDATION:**

THE SAME PERCENTAGE OF PICK UP, IF ANY, ACCORDED TOWNSHIP POLICE DEPARTMENT PERSONNEL WILL LIKEWISE BE PROVIDED TO FULL-TIME EMPLOYEES UNDER THIS AGREEMENT.

**RATIONALE:**

True wage parity can be only established if this particular wage item is treated in like fashion. Otherwise, parity in wages simply will not be realized.

8. ARTICLE 20 - WORK HOURS

RECOMMENDATION:

PARAGRAPH A SHALL BE CARRIED OVER WITHOUT CHANGE INTO THE PARTIES' SUCCESSOR COLLECTIVE BARGAINING AGREEMENT. LIKEWISE, THAT SET OUT UNDER PARAGRAPH B, SUBPARAGRAPHS 1, 2 AND 3, SHOULD BE CONTINUED IN THE PARTIES' SUCCESSOR COLLECTIVE BARGAINING AGREEMENT.

RATIONALE:

While the Township seeks a further right to employ other forms of schedules other than set forth under Paragraphs B1 and 2 in order to provide a more efficient service to the Community, I believe that right sought is already present irrespective of that set out under the afore-referenced Paragraphs 1 and 2. Stated simply, the prefacing language of those paragraphs refers to the right to schedule employees "to work [in] either of the following ...." The third paragraph of that which follows clearly provides the discretion being sought here by the Township so long as such in conformity with the Fair Labor Standards Act. It thus would be, in my opinion, superfluous for me to recommend other specific work schedules.

9. ARTICLE 24 - ATTENDANCE INCENTIVE PAY

RECOMMENDATION:

THAT SET OUT UNDER ARTICLE 24 SHOULD BE CONTINUED UNDER THE TERMS OF THE PARTIES' SUCCESSOR COLLECTIVE BARGAINING AGREEMENT.

**RATIONALE:**

Given the evidence of record relative to limited usage, by most, of sick leave over the past contract term and the availability of other Management tools to address abuses, there simply has not been a sound basis proffered to warrant the deletion of this Article.

10. **ARTICLE 25 - UNIFORM ALLOWANCE**

**RECOMMENDATION:**

THAT PROVIDED UNDER THE CURRENT LANGUAGE IS TO BE CONTINUED UNDER THE TERMS OF THE PARTIES' SUCCESSOR COLLECTIVE BARGAINING AGREEMENT.

**RATIONALE:**

Given the differences in the scope of that required of police officers and firefighters, including that which is provided at no cost to the respective groups of employees, this particular issue is not appropriately a matter for parity. Nor do I believe that a case has been shown to warrant the requested \$100.00 increase.

11. **ARTICLE 30 - SICK LEAVE**

**RECOMMENDATION:**

THAT PRESENTLY SET OUT UNDER THE PROVISIONS OF PARAGRAPH A OF ARTICLE 30 SHOULD BE CONTINUED UNDER THE TERMS OF THE PARTIES' SUCCESSOR COLLECTIVE BARGAINING AGREEMENT.

**RATIONALE:**

While there arguably would be no cost impact during the term of the parties' successor collective bargaining agreement given the service of current employees, this type of change should not be lightly recommended or provided, for it unquestionably would have a downstream economic impact.

12. **ARTICLE 35 - JOB RELATED MEDICAL LEAVE OF ABSENCE.**

**RECOMMENDATION:**

THE PROVISIONS OF THIS ARTICLE SHOULD BE CONTINUED UNDER THE PARTIES' SUCCESSOR COLLECTIVE BARGAINING AGREEMENT.

**RATIONALE:**

While much was argued as to the import of existing language, language that arguably has been ignored in some applications over the years, that which is being sought through modification is available under that provided in concise, unambiguous language.

13. **ARTICLE 38 - HEALTH BENEFITS:**

**RECOMMENDATIONS:**

PARAGRAPHS A, B, C AND D ARE TO BE MODIFIED TO REFLECT THAT PROPOSED BY THE TOWNSHIP IN A FORM OF A COMPREHENSIVE PO PROGRAM. MOREOVER, THAT PROVIDED AT THE NOTE THAT FOLLOWS THE EXISTING PROVISIONS IS TO BE MODIFIED TO READ AS FOLLOWS: THE BENEFITS TO BE IN EFFECT AT THE EXECUTION OF THIS AGREEMENT SHALL

BE THE SAME BENEFITS AS PROVIDED FOR ALL TOWNSHIP EMPLOYEES INCLUDING THE POLICE DEPARTMENT.

**RATIONALE:**

Parity, expanded risk pools, continuity and ease of administration, etc. dictate that which is recommended here.

14. **ARTICLE 49 - MINIMUM MANNING:**

**RECOMMENDATIONS:**

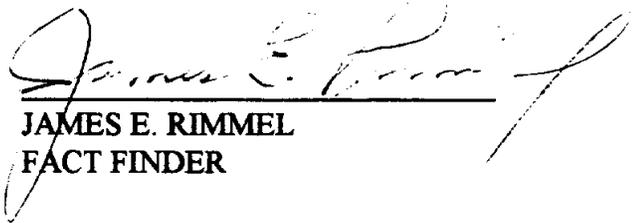
PARAGRAPHS A1 AND 2 OF ARTICLE 49 UNDER THE FORMER AGREEMENT SHOULD BE DELETED UNDER THE TERMS OF THE PARTIES' SUCCESSOR COLLECTIVE BARGAINING AGREEMENT. PARAGRAPH 3 SHOULD BE AMENDED TO READ AS FOLLOWS: THE DETERMINATION AS TO MANNING MORE THAN ONE STATION IS VESTED IN THE CHIEF. WHEN IT IS DETERMINED BY THE CHIEF TO MAN MORE THAN ONE STATION, THE OVERALL SCHEDULED MINIMUM WORKFORCE WILL BE ONE (1) CAPTAIN, ONE (1) LIEUTENANT, TWO (2) FULL-TIME FIREFIGHTERS AND ONE (1) PART-TIME FIREFIGHTER, AN OVERALL COMPLIMENT THAT WILL BE MAINTAINED THROUGHOUT THE SHIFT. SHOULD ONLY ONE (1) STATION BE MANNED, THE AFORE MINIMUM COMPLIMENT MAY BE REDUCED BY ONE (1) AT EITHER THE FULL OR PART-TIME FIREFIGHTER LEVEL.

**RATIONALE:**

The resolution of this issue was the most difficult, for arguably true safety concerns are

always present for those who undertake the job of professional firefighter. The fact of the matter is, however, that that proffered in the form of a safety video as a desirable number is being maintained under this recommendation, even though this record is almost totally void of any incidents within the Township suggesting a cogent need for same. In turn, the uncertainty of the economics of this community, even though the present numbers do not reflect an inability to pay, simply precludes the absoluteness in scheduling being sought here by the Association over a three year agreement.

Respectfully submitted,



JAMES E. RIMMEL  
FACT FINDER

## ENDNOTE

1. As in mediation, a number of issues were resolved at hearing, thus, those issues will not be reflected in this fact finders report, the parties having signed off and exchanged copies of the respective resolutions.