

**STATE EMPLOYMENT RELATIONS BOARD  
STATE OF OHIO**

STATE EMPLOYMENT  
RELATIONS BOARD

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**In the Matter of Fact-Finding Between**

**GARFIELD HEIGHTS FIREFIGHTERS,  
IAFF LOCAL 340**

**and**

**THE CITY OF GARFIELD HEIGHTS**

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**FINDINGS AND  
RECOMMENDATIONS**

**CASE NO: 96-MED-10-0996**

**JANUARY 22, 1997**

**CHARLES Z. ADAMSON,  
FACT-FINDER**

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**Appearances**

**For the Garfield Heights Firefighters, IAFF Local 340**

**David P. Byrnes  
President, Northern Ohio Firefighters  
17703 Grovewood Avenue  
Cleveland, Ohio 44119-3100**

**For the City of Garfield Heights**

**Marc J. Bloch  
Duvin, Cahn & Hutton  
Erievue Tower  
1301 East Ninth Street  
Cleveland, Ohio 44114**

## INTRODUCTION

The undersigned was appointed Fact-Finder in this dispute by the State Employee Relations Board (SERB) on November 29, 1996 pursuant to Ohio Revised Code Section 4117.14(C)(3).

The parties have been negotiating for several months in an attempt to reach an agreement covering a unit of firefighters. A mediation session was held on January 14, 1997 and the parties reached tentative agreement on the remaining unresolved issues - Holidays, Sick Leave Bonus, Longevity, Life Insurance, and Line of Duty Injury Leave.

It was stipulated and agreed by the parties that all opening statements, position statements and the Fact-Finder's rationale be waived. It was also stipulated and agreed that the Fact-Finder's findings and recommendations deal solely with the parties' agreements reached after mediation.

**ISSUE 1. ARTICLE VIII - HOLIDAYS**

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

Section 1. All employees scheduled in accordance with the three platoon system shall receive seven (7) paid tours of duty off effective January 1, 1997. Effective January 1, 1998 all employees scheduled in accordance with the three platoon system shall receive eight (8) paid tours of duty off. A tour of duty is a twenty-four (24) hours period.

Section 2. All employees schedule to work eight (8) hours per day/forty (40) hours per week shall receive the following paid holidays:

|                        |                   |
|------------------------|-------------------|
| New Year's Day         | Labor Day         |
| Martin Luther King Day | Columbus Day      |
| President's Day        | Veteran's Day     |
| Good Friday            | Thanksgiving Day  |
| Memorial Day           | Christmas Eve Day |
| Independence Day       | Christmas Day     |
| Six Personal Days      |                   |

Effective January 1, 1998 all forty (40) hour per week employees shall receive an additional personal day off with pay.

Section 3. In addition to the benefits provided in Sections 1 and 2, each employee shall be compensated at the rate of one and one-half (1 1/2) times the employee's regularly hourly rate if the employee is scheduled to work on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day or Christmas Day. The employees shall have a choice of either paid or compensatory time. For purposes of this section, a holiday shall be deemed to commence at 0800 hours on the day of the holiday and end at 0800 hours on the following day.

**ISSUE 2. ARTICLE XXIII - SICK LEAVE**

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

**Section 9.**

A. All employees scheduled in accordance with the three (3) platoon system and who are absent from work for a total of twenty-four (24) hours or less in one year shall be paid a sick leave bonus of Five-Hundred Dollars (\$500.00) in the first full pay in December.

B. All employees scheduled in accordance with the three (3) platoon system and who are absent from work for a total of forty-eight (48) hours or less in one year shall be paid a sick leave bonus of Four-Hundred Dollars (\$400.00) in the first full pay in December.

C. All employees scheduled to work eight (8) hours per day/forty (40) week and who are absent from work for a total of sixteen (16) hours or less in one year shall be paid a sick leave bonus of Five-Hundred Dollars (\$500.00) in the first full pay in December.

D. The one year period, referred above, shall begin, only for the year 1997, on January 1, 1997 and end on November 30, 1997. For the remainder of this agreement the one year period shall begin on December 1 and end on November 30. Injuries incurred in the line of duty shall not count as sick leave for purposes of determining whether the employee is entitled to a sick leave bonus.

**ISSUE 3. ARTICLE XXVI - LONGEVITY**

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

Section 1. The employer shall pay employees in accordance with the following longevity schedule:

|             | 1997    | 1998    | 1999    |
|-------------|---------|---------|---------|
| 5-10 years  | \$ 800  | \$ 900  | \$1,000 |
| 10-15 years | \$1,000 | \$1,100 | \$1,200 |

|               |         |         |         |
|---------------|---------|---------|---------|
| 15-20 years   | \$1,200 | \$1,300 | \$1,400 |
| 20-retirement | \$1,400 | \$1,500 | \$1,600 |

Section 2. Longevity increases shall be determined and granted on the employee's employment anniversary date and shall be payable every two (2) weeks.

**ISSUE 4. ARTICLE XXX - INSURANCE**

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

Section 3. Each employee shall be entitled to have paid on his behalf the monthly premium for a plan of term life insurance on his life in the amount of Twenty Thousand Dollars (\$20,000.00), with Two Thousand Dollars (\$2,000.00) term life insurance coverage on the employee's spouse and One Thousand Dollars (\$1,000.00) term life insurance coverage on each of the employee's children.

**ISSUE 5 - LINE OF DUTY INJURY LEAVE**

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

Section 1. Whenever a full-time employee during the lawful performance of assigned duties as a direct result of a "high risk" situation or circumstance suffers injuries or illness causing total disability for more than two (2) twenty-four (24) hour working days, the City shall grant "high risk" sick leave in lieu of regular sick leave beginning with the third work day taken for sick leave during such total disability which shall not exceed ninety (90) calendar days. If, at the end of said ninety (90) day period, the employee remains totally disabled and unable to report for work, the "high risk" leave may, at the City's sole discretion, be extended for an additional ninety (90) calendar day period. "High risk" sick leave shall not be deducted from the employee's accumulated sick leave account or count against sick leave bonus.

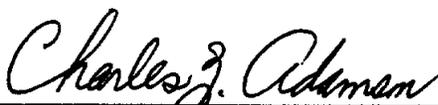
Section 2. "Total disability" shall mean the physical disability of an employee to perform regularly assigned duties at the station.

Section 3. In order to qualify for "high risk" sick leave, employees must be injured or disabled in the performance of their duties while responding to, performing at, or returning from an emergency or training.

- (A) The illness, referred to above, is the direct result of, or is caused by performing in an emergency situation and results in the contracting of contagious or infectious diseases classified pursuant to 3701.24(B) O.R.C., or as a direct result of employment-related activities.
- (B) The event, referred to above, must be duly logged and a written report submitted to the Chief's office during the shift in which it occurs, or, in the case of exposure to a contagious disease, as soon as practicable after the employee first becomes aware of exposure.
- (C) Medical evidence shall be provided within a reasonable period (no more than fourteen (14) days by the employee's treating physician and/or the City physician, establishing the cause, nature, and extent of the injuries, the likelihood of the term of disability, and the medical probability of full recovery and eventual return to work.
- (D) The firefighter shall have applied for, and have been found eligible for, coverage under Workers' Compensation of Ohio. The firefighter shall also sign a waiver and assignment to the City for amounts payable under Workers' Compensation for temporary disability benefits.

Section 4. Any vacation time, special days or holidays which would have been scheduled during such disability shall be rescheduled within a reasonable time following such employee's return to duty.

Section 5. When any employee has been considered by the Chief, or his designee, to have been injured or exposed to a toxic substance and as a result has been sent to the hospital for treatment or test, and subsequently Worker's Compensation has determined that there was no injury sustained - all bills pertaining to the employee's treatment shall be the responsibility of the City of Garfield Heights.

  
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Charles Z. Adamson  
Fact-Finder

January 22, 1997  
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Date