

STATUTORY DISPUTE RESOLUTION PROCEEDINGS

STATE EMPLOYMENT RELATIONS BOARD

ADMINISTRATOR FACT FINDING REPORT

STATE EMPLO.
RELATIONS BO.
OCT 24 11 08 AM '91

In the Matter Between:)

SYLVANIA FIRE FIGHTERS)

LOCAL 2243)

The Union,)

- and -)

SYLVANIA TOWNSHIP)

TRUSTEES)

The Employer)

SERB Case No.
96-MED-04-0524

22. October 1997

REPRESENTING THE FIRE FIGHTERS

Joan Torzewski

Attorney

REPRESENTING THE TOWNSHIP

Timothy C. McCarthy

Attorney

BACKGROUND

Fire fighters Local 2243 is the bargaining representative for the unit which consists of fire captains, fire lieutenants, fire inspectors, fire fighters and fire fighter/paramedics.

Currently there are 40 individuals within the bargaining unit. The current collective bargaining agreement expired on 1. August 1997. The parties met with the factfinder as mediator in order to resolve outstanding issues.. Initially there were twelve areas of dispute.

On Oct. 7th and 9th, 1997 mediation was conducted and as a result only four issues remained for a hearing held on the 9th of October 1997. The twelve areas of dispute included residency, sick leave conversion, bonus for off shift work, attendance program and bonus, hours of work and forty (40) hour schedule for new employees, holidays, vacation, vacation selection, insurance, acting shift leader, drug and alcohol policy and wages.

The remaining issues to be dealt with in this report are sick leave conversion, hours of work, vacations, wages (shift leader pay and paramedic pay).

ISSUES RESOLVED THROUGH MEDIATION

The parties tentatively agreed to the following contractual provisions:

ARTICLE XII - PROBATIONARY PERIOD

Add new Section 12.3 as follows:

12.3 Within 180 days of an employee's date of hire, an employee shall be required to reside within the residency district established for the Sylvania Township Fire Department as of July 1, 1997, and the employee shall thereafter be required to reside within said residency district.

ARTICLE XIX - POSTING OF SCHEDULE

Current contract language agreed to by the parties.

ARTICLE XV - SICK LEAVE

Modify Section 15.7 as follows:

15.7 In situations in which an employee notifies the Employer that he will be absent two (2) or more consecutive tours of duty or is absent two (2) or more consecutive tours of duty, the employee may be placed on an administrative schedule (8 hours per day/5 days per week), if the Employer is able to provide work that the employee can safely perform within any physical limitations. The employee shall be paid at the customary hourly rate for hours worked on this administrative schedule, and any difference between the pay on this hourly basis and his biweekly salary shall be charged to sick leave. If the employee refuses work offered in accordance with this Section, he shall not be entitled to use accrued paid sick leave, but will be entitled to any sick/disability leaves provided under this Agreement or the federal Family and Medical Leave Act. An employee working an administrative schedule in accordance with this Section who has a previously scheduled twenty-four (24) vacation day, holiday or Kelly day shall not be required to work on that vacation, holiday or Kelly day and the two (2) consecutive preceding an succeeding calendar days, and shall be charged for twenty-four (24) hours vacation time; if more than three (3) of the days fall on Monday through Friday, any such days exceeding three (3) shall be charged to sick leave.

ARTICLE XX - ABSENTEE POLICY

Modify Section 20.5 and add new Sections 20.7 and 20.8 as follows:

20.5 It shall be the employee's responsibility to notify the on duty shift officer that he will not be reporting for work at least one (1) hour prior to the beginning of his scheduled shift. It shall be the employee's responsibility to provide the shift officer with a probable return to work date *and the reason for the absence*. The Employer shall continue its practice of not calling or visiting the home(s) of absent employees.

20.7 *In appreciation for maintaining a perfect tardiness, absentee and early leave record, an employee who does not accrue any lates, absences or early leave occurrences during any four (4) consecutive calendar month shall be entitled to elect to have deducted from his accumulated sick leave and receive payment for eight (8) hours sick leave pay. Said election must be made within the month following the four-month period, and payment will be made in the next full payroll period following the election. In the event that the rate of incidental absenteeism (defined to exclude leaves of absence) does not improve over the period commencing with the implementation of this incentive payment program and ending one (1) year after the date of ratification of this Agreement by both parties, the Township shall have the right to terminate the program.*

20.8 *If an employee's sick leave usage reflects a demonstrated pattern of absenteeism, the Fire Chief or his designee will meet with the employee to discuss the employee's sick leave utilization. If the employee continues to reflect a demonstrated pattern of absenteeism, he shall be subject to discipline independent of the foregoing occurrence disciplinary schedule.*

ARTICLE XXIII - HOLIDAYS

Current contract language agreed to by the parties.

ARTICLE - LIFE INSURANCE

Add new Article as follows:

Effective October __, 1997 the Employer shall provide a \$15,000 group term life insurance plan covering employees in the bargaining unit.

ARTICLE XXV - VACATION/HOLIDAY/KELLY DAY SELECTION

Modify Section 25.5 as follows:

25.5 No more than two employees may select time off on a given shift on a particular day. If an officer in the bargaining unit at the rank of Lieutenant or above selects time off on a given shift on a particular day, no other officer at the rank of Lieutenant or above may select time off on that shift that day.

~~*Provided, further, that if an officer in the bargaining unit at the rank of Lieutenant or above has selected three or more consecutive work shifts as time off, no other officer at the rank of Lieutenant or above shall be permitted to schedule time off between those three or more consecutive shifts.*~~

ARTICLE XXVII - WAGES

Wage Increases

Current contract language, to incorporate following increases

August 1, 1997 - 4 percent increase

August 1, 1998 - 4 percent increase

August 1, 1999 - 3.5 percent increase

Lieutenant rate - 10 percent above Step 4 Fire Fighter

UNRESOLVED ISSUES AND POSITIONS

ARTICLE XVII - SICK LEAVE CONVERSION

Current language allows for payment of one-fourth (1/4) of the employees accrued sick leave up to a maximum of 500 hours

The Union proposed that the conversion be decreased to one third (1/3) of the employees accrued but unused sick leave with a maximum of seven hundred fifty (750) hours.

The Township proposes to remain at current contract language.

ARTICLE XXII - HOURS OF WORK

The Union proposed that the work schedule be defined as a work day commencing at 7:00 a.m and ending at 7:00am the following day, and that employees shall work twenty four (24) hours and be off forty eight (48) hours before being scheduled for another twenty for (24) hour day.

The Township proposed that trading Kelly days would cease and that language be included to give it the right to assign fire fighters chief after 1 August, 1997 to a forty hour (40) work week indefinitely.

ARTICLE XXVII - WAGES

ACTING SHIFT PREMIUM

The Union proposed that Acting Shift Leaders at each station be paid a five percent premium.

The Township proposed the Acting Shift Leaders at two stations where they are now used to be paid seventy five cents per hour over their customary hourly rate for the time spent as acting Shift Leader.

PARAMEDIC PREMIUM

Current language grants a premium of two percent to twelve core paramedics.

RECOMMENDATIONS

After discussion, deliberation and a review of numerous documents submitted during the fact finding hearing, the following recommendations are submitted.

Consideration was given to criteria listed in Rule 4117-9-05 (5) of the State Employment Relations Board.

ARTICLE XVII

17.1 Employees shall receive upon retirement payment for one-fourth (1/4) of the employee's accrued, but unused, sick leave. However, such payment shall not exceed six hundred (600) hours. Payment shall be made at the time of the employee's retirement from the Township, upon confirmation from the Fire Fighter's Pension Fund that the employee is eligible for retirement.

17.2 Any employee who is permanently separated from Township service due to death or a service-related disability or disease compensable under the Ohio Bureau of Workers' Compensation and/or the Police & Fire Fighters Disability Pension Fund as a result of a bodily injury or disease received in the line of duty, shall be entitled to receive such payment.

"Comparables" within and without the townships support an increase but not to the level desired by the union. The amount suggested is deemed just as part of the larger settlement.

ARTICLE XXII - HOURS OF WORK

Township proposes to modify Sections 22.1 and 22.2 as follows:

22.1 The annual work schedule for employees working the platoon system shall be based upon a regular workweek of fifty-two (52) hours. Employees not working the platoon system shall have a regular workweek of forty (40) hours. *The Employer may assign Fire Fighters hired on and after August 1, 1997 to a schedule based upon a regular workweek of forty (40) hours for a period of time not to exceed two months in duration for the life of the contract.*

The testimony at the hearing supported the need for more flexibility in using the forty hour employees for work completed Monday through Friday. The testimony also supported the retention of the Kelly day traders.

ARTICLE XXIV - VACATIONS

24.1 Employees working a forty (40) hour workweek shall be entitled to the following vacation schedule:

<u>Years of Service</u>	<u>Vacation Calculated In Weeks and Days</u>
Less than 1	0
1 - 4	2 weeks
5	2 weeks, 1 day
6	2 weeks, 2 days
7	2 weeks, 3 days
8	2 weeks, 4 days
9 - 12	3 weeks,
13 - 17	3 weeks, 2 days
18 - 19	3 weeks, 3 days
20	4 weeks
20 - 22	4 weeks, 2 days
24 - 25	4 weeks, 3 days

24.2 Employees working twenty-four (24) hours tours of duty shall be entitled to the following vacation schedule:

<u>Years of Service</u>	<u>Vacation Calculated In Hours</u>
Less than 1	0
1 - 4	20
5	132
6	144
7	156
8	168
9 - 12	180
13 - 17	204
18 - 19	216
20	240
21 - 22	252
23 - 24	264
25	276

Testimony and documents submitted at the hearing and testimony deliberations support some rational increase but not, at the level suggested by one of the parties. The recommendation above meet the rational and fair standard supported by "comparables" and testimony.

ARTICLE XXVII - WAGES

27.2 Employees at the rank of Step 4 or below who serve as an acting Shift Leader because of the absence of an officer at station one, two or three shall be paid an additional five percent over his customary hourly rate for the time spent in serving as Acting Shift Leader. Acting Shift Leaders shall be paid at ALL stations

APPENDIX "B"

It is understood and agreed that there are twelve (12) paramedics presently employed in the department. The Fire Chief reserves the right as new employees are hired who are qualified to and will serve as paramedics, to designate, on a one for one basis, a Lieutenant or Captain who will no longer be required to perform paramedic duties except as he may voluntarily choose to do so, provided it does not unduly interfere with the operation of the department. Such designated Lieutenant or Captain shall revert back to the regular Lieutenant or Captain pay rate upon such designation and may, if he so chooses, decertify his paramedic licensure without recourse or retaliation by the Employer.

Once so designated, the Lieutenant or Captain shall be permitted to select holidays, vacations and Kelly days without the paramedic restrictions on the next selection period after such designation.

In the event the Township no longer has a contract with Lucas County to provide paramedic protection for the Township, the Employer shall not be required to maintain any particular number of certified paramedics who are eligible to receive the premium.

The testimony, discussions and documents submitted during the hearing support the continuation of Acting Shift Leader pay and the current contract language for paramedic premium pay for core paramedics. Current contract language in APPENDIX should be retained.

FACTFINDER'S CONCLUSION

In the Fact Finder's opinion the foregoing recommendations provide for fair and equitable resolution of the impasse. In the event that any of the recommendations fail to meeting the tentative agreement established between the parties it is noted that Ohio Revised Code 4117.14 (C)(b) permits corrections and modifications by mutual agreement of the parties.

CERTIFICATION OF SERVICE

This is to certify that the above Fact Finder Report Case No. 97-MED-04-0524 was sent by regular U.S. Postal Service mail to Joan Torzewski, LACKEY, NUSBAUM, HARRIS, RENY + TORZEWSKI, Two Maritime Plaza, Third Floor, Toledo, Ohio 43604 for the union, Timothy C. McCarthy, SHUMAKER, LOOP + KENDRICK, North Courthouse Square, 1000 Jackson , Toledo, Ohio 43624-1573 for the Township and G. Thomas Worley, Director Bureau of Medication SERB65 East State St., Columbus, Ohio 43215-4213 on this 22nd day of October 1997,



Daniel L. Merrit
Fact Finder
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