

STATE EMPLOYMENT RELATIONS BOARD  
STATE OF OHIO

AUG 6 10 44 AM '98

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In the Matter of Fact-Finding Between  
CITY OF SOUTH EUCLID FIRE  
FIGHTERS ASSOCIATION,  
LOCAL 1065

and

THE CITY OF SOUTH EUCLID

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FINDINGS AND  
RECOMMENDATIONS

CASE NO. 97-MED-12-1260

August 4, 1998

Charles Z. Adamson,  
Fact-Finder

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APPEARANCES

For the City of South Euclid Fire Fighters  
Association, Local 1065:

James P. Astorino, Staff Representative  
Northern Ohio Fire Fighters  
17703 Grovewood Avenue  
Cleveland, Ohio 44119-3100

For The City of South Euclid:  
Marc J. Bloch, Esq.  
Duvin, Cahn & Hutton  
Erievue Tower  
1301 East Ninth Street  
Cleveland, Ohio 44114

The undersigned was appointed Fact-Finder in this dispute by the State Employee Relations Board (SERB) on January 2, 1998 pursuant to Section 4117-14(C)(3) of the Administrative Code. The bargaining unit involved herein consists of all full-time fighters, fire prevention officer, Lieutenants and Captains employed by The City of South Euclid in its Fire Department, but excluding the Fire Chief, Executive Assistance, office clerical employees and all other employees.

### I. HEARING

On June 12, 1998 the undersigned conducted a mediation session between the parties. A hearing was held on July 7, 1998 in South Euclid, Ohio. Both parties attended the hearing and elaborated upon their positions regarding the remaining issues at impasse through their representatives as listed on the preceding page.

### II. MEDIATION

After mediation the case proceeded to hearing. The issues remaining at impasse are the following:

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| 1. Hospitalization - Insurance            | 6. Scheduling three (3) shift members - time off |
| 2. Duration                               | 7. Vacation schedule                             |
| 3. Wages, hours and overtime              | 8. Time trades                                   |
| (a) Wages                                 | 9. Health and wellness program                   |
| (b) Compensatory time and FLSA compliance | 10. Leave for union business                     |
| (c) Paramedic pay                         | 11. Residency                                    |
| 4. Uniform allowance                      | 12. Promotions                                   |
| 5. Holidays                               | 13. Miscellaneous                                |

### **III.** **CRITERIA**

In compliance with Ohio Revised Code, Section 4117.14(C)(4)(e) and Ohio Administrative Code Rule 4117-9-05(J) and 4117-9-05(K), the Fact-Finder considered the following criteria in making the findings and recommendations contained in this report:

- (1) Past collectively bargained agreements between the parties;
- (2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) The interest and welfare of the public, the ability of the public Employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (4) The lawful authority of the public Employer;
- (5) Any stipulations of the parties;
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

### **IV.** **ISSUES AND RECOMMENDATIONS**

#### **HOSPITALIZATION - INSURANCE**

##### **1. The Employer's Position**

The Employer has offered the Union three options in respect to the health insurance provisions in the contract. First, continue the current health care

provider, Qual Choice (University Hospital); this would require a fifteen dollar (\$15.00) contribution for the family plan on a pre-tax basis with no contribution for the individual plan. Second, change immediately to the Medical Mutual (Cleveland Clinic) plan requiring no contribution from the employees for the duration of the contract. Third, the Employer proposes that the Union agree to accept a lower annual wage increase of 3.25% during the first year of the contract rather than 3.5%; this would allow the Employer more flexibility as to a health care package that does not require employee contribution. It notes that its Police Department has agreed to Medical Mutual coverage for three years at no cost to the employees while its Service Department employees have agreed to a three year health care plan at no cost to them. In addition, the Employer rejects the Union's proposed language in Article 10.1 referred to below.

The Employer argues that employee contributions for health care have become more common for public employees throughout the State of Ohio. It refers to the 1997 State Employer Relations Board Report on the Cost of Health Insurance in Ohio's Public Sector which reflects that the average cost in the Cleveland, Ohio region for a single plan contribution was \$22.02 while the family plan contribution was \$47.67; this is substantially higher than the Employer's Qual Choice proposal.

The Employer maintains that hospitalization costs are beginning to rise. It points out that Qual Choice will only guarantee its rates for the first two years of

the three year contract. The Employer asserts that it is willing to absorb the current cost of either Qual Choice or Medical Mutual up to an overall city aggregate of \$502,000.00 per year. It calculates that approving the Union's plan will result in an additional \$47,000.00 in costs in the third contract year. It concludes that it has a right to keep its health care costs under control or have adjustments made in another economic area of the contract.

## **2. The Union's Position**

The Union's proposes that the employees continue to receive the same coverage through Qual Choice with no employee contribution being required. It points out that switching to the Medical Mutual program would inconvenience employees who would have to change both hospitals and physicians.

The Union proposes that following language to be added to the collective bargaining agreement:

10.1 For the duration of the agreement for regular full time employees, the City will continue to make available the Qual Choice hospitalization insurance plan, which includes a vision examination provision and the prescription drug rider as summarized in the Qual Choice handout dated December 1, 1994. In addition, the City will continue to offer preventative dental coverage as described in the American Dental Center's Incentive Dental Program. The City will continue its present administrative procedure and eligibility requirements for the life of this agreement. Such programs will be arranged with such insurance companies, carriers, or agencies as the City and Union may select and shall be subject to the terms of the master contract issued to the City. The City may change insurance companies, carriers or agencies with agreement of the Union. The City's obligation shall be limited to the payment of premiums as set forth in this article, and any dispute between a

claimant and any insurance company, carrier, agency shall not be subject to the grievance procedure. The City shall make available a staff insurance representative who will act as a liaison between the insurance company, carrier, or agency and the employees.

### **3. Findings and Recommendations**

The parties agreed to the following language and the undersigned recommends its inclusion in the contract:

The City shall have the right to choose an alternative insurance carrier and/or provide other delivery systems, after discussion with the Union, provided that the benefits in such new policy are equivalent to the current policy. Finally, the City and all of its constituent unions and employees will form a committee to review health care and shall determine, on an annual basis, whether or not coverage as written should be maintained. Additionally, the purpose of this committee will be to review and help to contain health care costs.

The undersigned is cognizant of contributions for employee health care required from public employees throughout the State of Ohio. However, it is also noted that the Police Department has agreed to the Medical Mutual Plan with no employee contribution for its three year contract. In addition, the Service Department has opted for a three year plan with no employee contribution. Uniformity in health care coverage for all of a public employer's employees is preferable in respect to administration and costs as compared to separate health care plans covering various bargaining units. Accordingly, the undersigned recommends the Employer's health care proposal requiring coverage by Medical

Mutual for the three year contract period with no contribution by any employees be adopted.

## **DURATION**

### **1. The Employer's Position**

The Employer takes the position that the undersigned should recommend a standard three year contract agreement while the Union desires a shorter two year agreement. The Employer notes that the outstanding issues of contract duration, wages and hospitalization are interrelated. According to the Employer, the Union is requesting a two year agreement because the health care carrier, Qual Choice, is only guaranteeing to maintain its rates for two years at the same rate. Consequently, the Union cannot propose a three year agreement since the Qual Choice rates for the third year are unknown at this juncture.

The Employer maintains that the law favors three year agreements. It is offering to the unit involved herein the same settlement that was offered to the police unit and was accepted by it - a 3 1/2% wage increase for each of three years and Medical Mutual hospitalization with no employee contribution. The Employer argues that a longer term agreement provides labor stability. It notes with a three year agreement negotiations for a collective bargaining agreement to succeed the one at issue would begin in less than thirty months - if a two year contract was agreed to by the parties, negotiations would begin in less than eighteen months.

**2. The Union's Position**

The Union maintains that the hospitalization issue controls the duration of the collective bargaining agreement. The Union believes that since the Employer can only commit to a two year agreement containing no employee contribution for hospitalization, the duration of the agreement should be two years. It notes, however, that if the Employer were willing to commit to a hospitalization without employee contribution for a period of three years, the Union would be amenable to entering into a contract of a three year duration.

**3. Findings and Recommendations**

As indicated above, the recommendation for hospitalization and health care coverage reflects coverage for three years with Medical Mutual providing for no employee contribution. Accordingly, in order to be consistent with this recommendation, the undersigned recommends that the duration of the contract for the unit involved herein be for a period of three years.

**WAGES, HOURS AND OVERTIME**

**WAGES**

**1. The Union's Position**

The Union proposes wage increases of 4.25% for each year of a three year contract, maintaining that granting the Employer's position of a 3.5% increase each year will result in the unit involved herein receiving smaller wage raises than fire fighters in comparable communities. It indicates that a review of comparable

communities demonstrates a parity existing between wages of the police and fire safety forces which does not exist in South Euclid.

According to the Union, rescue squad responsibility, which had been previously shared with the Police Department, was completely transferred to the Fire Department in 1980. Although the Fire Department assumed complete EMS care at that time, the fire fighters did not receive an increase in their base pay for the additional responsibilities.

The Union provided evidence that Highland Heights and Lyndhurst fire fighters are receiving wage increases of 4% for years 1998, 1999 and 2000 while University Heights fire fighters are receiving a 4% increase in 1998. The average increase for nearby communities is 3.73% in 1998, 3.72% in 1999 and 3.67% in 2000. In addition, the Union provided evidence reflecting the South Euclid police receiving at least a \$1,300.00 advantage in wages over the South Euclid fire fighters during the next three years if the Employer's 3.5% annual wage proposal is adopted. If the Union's 4.25% proposal is adopted, the gap is narrowed in favor of the police to \$982.00 in 1998, \$686.00 in 1999 and \$365.00 in 2000.

A comparison of the wages of the eight area cities in respect to police and fire fighters reflects that there is little if any difference between police and fire fighter annual compensation. Six cities have either no difference between police and fire fighter wages or insignificant differences. Lyndhurst and Cleveland Heights have differences of \$270.00 and \$336.00 respectively.

## **2. The Employer's Position**

The Employer maintains that its proposed wage increase of 3.5% for each of the next three years is appropriate under the circumstances. It points out that the inflation rate for the last several years has been hovering below 2%. In addition, according to the Employer, the last Consumer Price Index report reflected that inflation had increased by no more than 3/10 of 1% in the previous month or a projected 1.7% for 1998.

The Employer argues that its 3.5% wage increase per year proposal places South Euclid in the middle range of the communities in the "Hilltop" area and that this wage proposal has been agreed to by the police officers in South Euclid. It also points out that in addition to wages other economic factors, such as hospitalization and clothing allowance, must be taken into consideration when considering the economics of collective bargaining negotiations.

## **3. Findings and Recommendations**

A review of the evidence and the statutory criteria supports the conclusion that the wages of the firefighters should be closer to those of the other members of the safety forces, the police officers. This is borne out by the fact that parity either exists in respect to wages of police officers or fire fighters in area communities or there are no significant differences between the annual compensation of the police and fire fighters in these cities. Accordingly, the

undersigned recommends an annual wage increase to the unit involved herein of 4% effective January 1, 1998, January 1, 1999 and January 1, 2000.

### **COMPENSATORY TIME FLSA COMPLIANCE**

#### **1. The Union's Position**

The Union proposes to add the following language to Paragraph 11.7:

"The use of compensatory time off shall not violate any provisions of the FLSA".

The Union takes this position because it believes it would be more expedient to address a compensatory time and FLSA problem through the grievance procedure rather than pursuing the problem through the Department of Labor.

#### **2. The Employer's Position**

The Employer opposes the Union's addition to the contract referred to above. It believes the language is superfluous and is not needed in the new collective bargaining agreement.

#### **3. Findings and Recommendations**

The Union has not proved the necessity for the additional contract language proposed by it. Accordingly, the undersigned recommends that this proposal be rejected.

## **PARAMEDIC PAY**

### **1. The Union's Position**

The current contract language provides additional payment as a paramedic to an employee if the employee is certified and assigned as a paramedic.

Although the Fire Prevention Officer is a paramedic, the Employer is not paying him paramedic pay because he is not assigned as a paramedic. The Union proposes to modify Paragraph 11.12 to provide paramedic pay to all unit employees who are certified to perform as a paramedic. This will result in the Fire Prevention Officer receiving paramedic pay because he is certified as a paramedic even though he is not assigned as a paramedic. This stipend will encourage him to maintain his paramedic certification.

### **2. The Employer's Position**

The Employer takes the position that the Fire Prevention Officer should not receive the paramedic stipend because at this juncture the Union has not agreed that the Employer can receive paramedic services from the Fire Prevention Officer on an irregular basis. The Employer notes that there is a letter of understanding signed by the parties on March 16, 1995 which refers to the functions of the Fire Prevention Officer and is attached to the current collective bargaining agreement.

### **3. Findings and Recommendations**

In area communities there does not appear to be a clear pattern of compensating Fire Prevention Officers who are certified as paramedics. The Union has not proved that the above proposal is warranted at this time. Accordingly, the undersigned recommends that this proposal be rejected.

### **UNIFORM ALLOWANCE**

#### **1. The Union's Position**

The Union proposes the following changes in respect to the uniform allowance:

7.1 Full Time Fire Fighters shall receive an annual Seven Hundred Twenty Five Dollars (\$725.00) uniform allowance for the sole purpose of replacement and maintenance of uniforms which will be paid in equal installments on March 15 and September 15 of each year. Effective January 1, 1999, the above allowance will be increased to Seven Hundred Fifty Dollars (\$750.00). Effective January 1, 2000, the above allowance will be increased to Seven Hundred Seventy Five Dollars (\$775.00).

#### **2. The Employer's Position**

According to the current contract, the uniform allowance effective January 1, 1997 is Six Hundred Seventy Five Dollars (\$675.00). The Employer proposes to increase the uniform allowance in the amount of Twenty Five Dollars (\$25.00) for each year of the three year contract so that the fire fighters will receive a Twenty Five Dollar (\$25.00) increase in 1998, a Twenty Five Dollar (\$25.00) increase in 1999 and Twenty Five Dollar (\$25.00) increase in the year 2000.

### **3. Findings and Recommendations**

Under all of the circumstances, the undersigned finds that the Union's proposal in this respect is both reasonable and necessary. Accordingly, the undersigned recommends that the Union's position as to uniform allowance be adopted.

## **HOLIDAYS**

### **1. The Union's Position**

The Union proposes the following language in respect to holiday hours which would increase holiday hours from one hundred twenty eight (128) to one hundred forty (140) hours:

8.1 In lieu of time off on the designated City holidays, a Fire Fighter is granted five (5) tours (a tour is twenty four (24) hours) of duty off, plus twenty (20) hours of time off during the calendar year.

The Union indicates that if its proposal to increase holiday hours is granted, it would place the South Euclid Fire Fighters in the middle of a listing of holiday hours for fire fighters in area communities.

### **2. The Employer's Position**

The Employer offers to increase holiday hours from one hundred twenty eight (128) hours to one hundred thirty two (132) hours. According to the Employer, if one hundred forty (140) hours of holiday time were granted the addition of eight (8) more hours would have ramifications in respect to the other units represented by unions in the City of South Euclid.

### **3. Findings and Recommendations**

Upon consideration of all of the circumstances involving holiday hours, the undersigned concludes that holiday hours should be raised from one hundred twenty eight (128) hours to one hundred thirty six (136) hours. Accordingly, the undersigned recommends that the new contract reflect that the Fire Fighters receive one hundred thirty six (136) holiday hours during the calendar year.

#### **SCHEDULING THREE SHIFT MEMBERS - TIME OFF**

##### **1. The Union's Position**

The Union proposes that the following language be added to the new agreement:

No more than three (3) employees shall be scheduled off duty on any given shift for the purpose of a Free Day, Vacation, Time, and/or Holiday Time. The three time slots shall receive preference in the following order:

1. Free Days
2. Vacation Time
3. Extra Holiday Tour

Preference will first be given to full tours, "Floater" of Holiday Time before any "Extra" Vacation or remaining holiday hours. Preference will be given to the first request made.

The Union proposes that if this section is adopted any conflicting language in Article 8 be deleted, namely the third, fifth, sixth and seventh sentences in Article 8. The Union indicates that the Fire Department operates with minimum staffing levels of seven (7) fire fighters daily. At the time when this level was established, ten (10) fire fighters were assigned to each of the three (3) shifts.

This staffing level made it possible for three (3) shift members to schedule time off on any given shift. South Euclid has reduced the staffing level over the years to nine (9) fire fighters. The Union indicates that this staffing reduction has resulted in the fire fighters being restricted in the ability to schedule contractually earned paid leave.

The Union also maintains that the Fire Department has placed further restrictions on the fire fighters' ability to schedule time off for a family obligation. One alternative available to the Employer, according to the Union, is to remedy staffing problems by hiring additional fire fighters raising the shift staffing to an optional level of ten (10) fire fighters per shift. Rather than requesting additional hiring, the Union is proposing the time off scheduling language referred to above. The Union argues that adopting its proposal would not exceed any cost savings that the Employer is gaining by not incurring the annual salary and benefits resulting from the hiring of three (3) additional fire fighters. The Union adds that some surrounding communities pay fire fighters overtime resulting from changes in staffing levels.

## **2. The Employer's Position**

The Employer maintains that this issue involves minimum manning and staffing and it is a management prerogative falling within the purview of management rights. It adds that allowing three (3) fire fighters off on a shift would result in an extensive additional overtime costs.



South Euclid fire fighters vacation entitlements would continue to remain below the average for fire fighters of surrounding communities. However, the Union calculates that its proposed schedule would place the fire fighters involved herein in the middle of a listing of fire fighters in surrounding communities.

**2. The Employer's Position**

The Employer notes that the vacation time off is a cost item which should be considered along with other economic factors in a contract and that more time off costs the Employer more money. It proposes an improvement in vacation benefits as follows:

**ARTICLE IX - VACATIONS**

9.1 A regular full-time fire fighter shall be granted each year vacation time off without loss of his regular weekly salary based upon his cumulative length of continuous service as follows:

<u>Length of Service</u>	<u>Length of Vacation</u>
During 1st year of employment	One-sixth (1/6) week per month to Dec. 31, from date of hire.
After 8 years	7 Tours
After 15 years	9 Tours
After 20 years	11 Tours

**3. Findings and Recommendations**

Under the circumstances existing in this matter, the Employer's proposed improvements in the vacation schedule appear to be warranted. Accordingly, the

undersigned rejects the Union's proposed vacation schedule and recommends that the Employer's vacation schedule be adopted.

## **TIME TRADES**

### **1. The Union's Position**

The time trades article, Article XVII, currently consists of Paragraphs 17.1 (a) - (j). The Union proposes that Paragraphs 17.1 (a) - (j) remain the same except that Sub-paragraph 17.1 (g) be deleted. In addition, the Union proposes the following Sub-paragraph be added as 17.1 (k):

Time trades of twenty four (24) hours, once approved by the Chief, becomes a schedule change and will be treated accordingly.

The Union argues that 17.1 (g) should be deleted because it provides that time trades must be repaid within one hundred eighty (180) days or the end of the calendar year. This places a particular hardship on the person who has made a time trade in December since the trade would have to be repaid within an extremely short period of time prior to the end of the year. As for the time trades of twenty four (24) hours that were approved by the Chief, if they become a schedule change a fire fighter can rely upon the change in planning time off from work.

### **2. The Employer's Position**

The Employer proposes the following in respect to time trades:

1. Eliminate Article XVII completely.
2. Time trades should be handled pursuant to FLSA.

3. The Union polices all time trades.
4. Only like certificates would be involved in time trades with an exception for lieutenants where three (3) paramedics must be on duty to effect a trade.
5. The Union would advise the officer in charge prior to the commencement of the trade.

### **3. Findings and Recommendations**

Based on a review of the positions of both parties, the undersigned concludes that Article XVII, Time Trades, 17.1 (a) - (j), should remain the same as written in the current contract with one exception. The undersigned recommends that Paragraph 17.1 (g) read as follows:

Time trades must be repaid within one hundred eighty (180) days.

In view of the above, the undersigned recommends that both the Union's proposal and the Employer's proposal as to changes in Article XVII be rejected and that the undersigned's recommendation as to Article XVII be adopted in order to prevent any inequities arising out of time trades made near the end of a calendar year.

## **HEALTH AND WELLNESS PROGRAM**

### **1. The Union's Position**

The Union proposes that the Employer adopt the Fire Service Joint Labor Management Wellness/initiative sponsored by both the International Association of Fire Fighters and the International Association of Fire Chiefs. This program dedicated to physical fitness and wellness issues has been adopted by ten large

fire departments and their unions in the United States and Canada. The Union proposes the following language in this respect:

During the term of this Agreement, the City and the Association shall work together to establish a formalized Health and Wellness program for its employees.

**2. The Employer's Position**

The Employer opposes the Union's proposal for a number of reasons.

First, it inquires as to what the remedy would be if the parties are unable to agree upon a program. Second, it points out that there would be certain cost ramifications involved. As a result, the cost of the Health and Wellness program must also be included in the consideration of the costs of any health care program. Third, the Employer suggests that such a program should be approached on a city-wide basis and not solely in contract negotiations for one department. It believes that this program should be deferred for discussion by a larger health care committee composed of unionized and non-unionized staffs in the City of South Euclid.

**3. Findings and Recommendations**

The concept of a health and wellness program for City employees is worthwhile and should be pursued at a future time. However, there is merit to the Employer's argument that this program should not be confined to the Fire Department but should be studied on a city-wide basis. Accordingly, the

undersigned recommends that the Union's proposal in this respect not be adopted.

### **LEAVE FOR UNION BUSINESS**

#### **1. The Union's Position**

The Union proposes the following language in respect to furnishing time off for Union business:

The City agrees to credit the Association January 1, ninety six (96) hours for Association business use. Such time shall be used at the time designation of the Association President and will be for, but not limited to, meetings, seminars, conferences, or to conduct Union business directly related to the bargaining unit.

Any hours not used in a calendar year shall be banked and carried forward into the next year.

The Union President shall request time off in writing to the Chief at the earliest possible time.

According to the Union, the current practice in South Euclid is to allow Union officials to use time trades to attend conventions. These trades do not count against the maximum number of trades allowed to originate. It added that Union officials are allowed to attend quarterly meetings on duty if the attendance does not cause a staffing shortage. The Union provided evidence that surrounding communities have various policies for time off for Union activity ranging from reasonable time off to one hundred forty four (144) hours over the term of a collective bargaining agreement.

**2. The Employer's Position**

The Employer opposes this proposal. It believes that Article XVII, 17.1 (j) adequately deals with time off for Union business through the medium of time trades. It also suggests that compensatory time could be used by Union members if they wished to attend Union conventions.

**3. Findings and Recommendations**

It is concluded that the Union has not substantiated the necessity for additional time off for Union business. Accordingly, the undersigned recommends that the proposal in this respect not be adopted.

**RESIDENCY**

**1. The Union's Position**

The Union proposes the following change in respect to the residency requirements for employees in the unit involved herein:

"All bargaining unit members are permitted to establish their residence in any point that is within the twenty five (25) miles from South Euclid City limits. The Chief may grant waivers of residency requirements due to hardship."

According to the Union, the current residency requirement for fire fighters is eighteen (18) miles from South Euclid. It maintains that an additional seven (7) mile extension is reasonable and should be granted. It adds that the Employer has had mutual aid agreements with surrounding cities for many years to assist it in the event of emergencies. It does not believe that adding an additional seven

(7) miles to the residency requirement will adversely affect the operation of the Fire Department.

**2. The Employer's Position**

The Employer opposes the Union's proposal noting that the Employer and the Union have in the past delegated their collective right to deal with this subject to the Employer's Civil Service Commission. An attempt by the Union at this juncture to change this understanding would place the entire authority of the Commission under question. The Employer contends that the undersigned does not have the legal authority to make this change and requests that the Union's proposal be rejected.

**3. Findings and Recommendations**

A letter of understanding dated March 16, 1995 from the parties to the Civil Service Commission makes reference to a rule of the Civil Service Commission requiring newly appointed Fire Fighters to reside within a specific geographic area. It does not appear to be within the jurisdiction of the undersigned to deal with a matter that currently comes within the jurisdiction of the Civil Service Commission. Accordingly, the undersigned recommends that this proposal be rejected.

**PROMOTIONS**

**1. The Union's Position**

The Union proposes the following language in respect to promotions:

During the term of this Agreement, the City and the Association shall work together to establish the standards and procedures to be utilized by management when a promotional decision is made.

The Union indicates that promotion standards are subjects of bargaining that the parties should negotiate together. It adds that guidelines are needed for promotions involving the Employer's fire fighters.

## **2. The Employer's Position**

The Employer opposes the Union's proposal because the Civil Service Commission has jurisdiction over promotions. It asserts that the Civil Service Commission is an independent body that cannot be bound by the proceedings involved herein. According to the Employer, since the parties have ceded their right to negotiate over promotions to the Civil Service Commission, any proceedings by the undersigned in this respect would be subject to a legal challenge.

## **3. Findings and Recommendations**

In Paragraph 6.3 of the current collective bargaining agreement it is established that promotions "...will be handled in accordance with the rules, regulations and standards established by the Civil Service Commission." Because of the Civil Service Commission's jurisdiction in this matter, the undersigned is reluctant to recommend any contract provisions in respect to promotions that would impinge upon the Commission's jurisdiction in this area.

Accordingly, the undersigned recommends that the Union's proposal in this respect be rejected.

### **MISCELLANEOUS**

In the current contract Paragraph 11.4 reads as follows:

11.4 In the event a fire fighter is required to work a tour on his normal and prescheduled days off, he will be compensated at the rate of time and one-half his regular straight time hourly rate for his hours of work on said day off. However, when a fire fighter works on his prescheduled day off and takes a paid sick leave day in the succeeding five (5) calendar days, the City shall require satisfactory medical certification for such absences as a condition for paying the time as hours worked during the work period, otherwise he will receive straight time pay for hours worked. If the fire fighter is working his normal or prescheduled day off because of an approved exchanging of days to accommodate another fire fighter, this provision does not apply and the working fire fighters will not receive the compensation in this paragraph or as set forth in Paragraph 11.3. During the first year of this agreement, the above five (5) calendar day provision will be changed to three (3) calendar days on a trail basis. In the event the Chief notifies the Association that abuses have occurred prior to the completion of the first year, the provision will be reinstated.

The parties agreed to change the second sentence in the above paragraph

which now reads:

"the succeeding five (5) calendar days" to read "the succeeding three (3) calendar days".

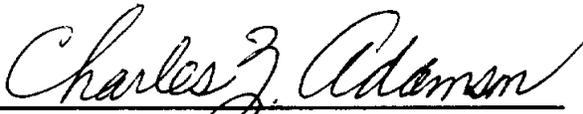
The parties also agreed to strike the last two sentences of Paragraph 11.4 in the new agreement. In accordance with the agreement of the parties, the undersigned recommends that the above changes to the collective bargaining agreement be approved.

The parties agreed, and the undersigned recommends, that Article 11.15, "Salary Reduction Plan", be modified as follows:

The City shall continue to participate in the Pension Pickup Plan, more commonly referred to as the Salary Reduction Plan as approved by the Internal Revenue Service and the Police and Fireman's Disability and Pension Fund of Ohio.

The parties agreed, and the undersigned recommends, that the following language be included in Article 11.14:

When a Lieutenant is assigned by the Chief to act as Captain in excess of twelve (12) hours on the tour, the Lieutenant will be compensated with two (2) hours compensatory time at the Lieutenant's straight time hourly rate.



Charles Z. Adamson  
Charles Z. Adamson  
Fact-Finder

August 4, 1998