

STATE EMPLOYMENT
RELATIONS BOARD
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STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF FACT-FINDING BETWEEN:

Copley Township Trustees)	
)	Case No: 98-MED-10-0910
and)	
)	Factfinder: Colman R. Lalka
Copley Township Professional Fire Fighters)	
IAFF Local 3130)	

HEARING

Dates of Hearing: September 27, October 8, and November 2, 1999
Location of Hearing: Copley, Ohio

ATTENDANCE AT HEARING

For the Employer:

Robert A. Edwards, Esq.
Edward J. Riegler, Esq.
Joseph J. Ezzie, Chief, Copley Fire Department

For the Union:

Patrick D. Riley, Esq.
Andy Drwal, OAPFF 2nd District Vice-President
Ed Simpson, Fireman/Medic, Copley Fire Department, President, Local 3131
Bruce Koellner, Lieutenant/Medic, Copley Fire Department
Chuck Hrubik, Lieutenant/Medic, Copley Fire Department
John Gordon, Fireman/Medic, Copley Fire Department
Doug Huffman, Fireman/Medic, Copley Fire Department

MEDIATION

Prior to the commencement of the fact-finding hearing, mediation was requested by the Parties. The Factfinder acted as mediator with all unresolved issues being negotiated. All issues except two were resolved.

CRITERIA

After giving thorough consideration to the evidence and argument of the Parties, the

criteria used by the Factfinder in resolving the disputed issues were those set forth in Rules 4117-9-05(J) and (K) of the State Employment Relations Board, to wit:

4117-9-05(J). The fact-finding panel, in making findings of fact, shall take into consideration all reliable information relevant to the issues before the fact-finding panel.

4117-9-05(K). The fact finding panel, in making recommendations, shall take into consideration the following factors pursuant to division (C)(4)(e) of section 4117.14 of the Revised Code:

4117-9-05(K)(1). Past collectively bargained agreements, if any, between the parties;

4117-9-05(K)(2). Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doings comparable work giving consideration to factors peculiar to the area and classification involved;

4117-9-05(K)(3). The interests 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;

4117-9-05(K)(4). The lawful authority of the public employer;

4117-9-05(K)(5). Any stipulations of the parties;

4117-9-05(K)(6). Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

BACKGROUND

Copley Township Trustees (hereinafter Employer or Township) has recognized the Copley Township Professional Fire Fighters, IAFF Local 3130 (hereinafter Bargaining Unit or Association), as the bargaining representative for certain employees of the Copley Fire Department. The Association represents approximately nine members.

The Bargaining Unit is duly certified by the State Employment Relations Board and had a Labor Agreement in effect that expired on December 31, 1998. Formal bargaining between the Parties has been ongoing. When impasse was reached on the remaining issues in dispute, the Parties requested the Factfinder convene a hearing, attain relevant facts, and prepare a report and recommendation in keeping with ORC 4117 and related Rules and Regulations adopted by SERB. The hearing was convened on the dates and at the place indicated above. At that time the Parties were given the opportunity to present evidence and argument in such a manner that would allow the Factfinder to render a report and make recommendations on the issues at impasse. This report, including recommendations, is based on the facts and argument presented at the hearing.

ISSUES AT IMPASSE AND RECOMMENDATIONS

ARTICLE XXVII, SAFETY

The Association proposes that Engine 1513 be operated at all times by four qualified personnel.

ASSOCIATION'S POSITION

Unsafe operation, risk of harm to firefighters and enhanced service to persons and property, among other reasons, support this proposal.

EMPLOYER'S POSITION

Manpower requirements do not call for the hiring of additional personnel, or additional hours by current personnel, needed to meet the Association's proposal. All firefighters are to wait until the required compliment of firefighters is on scene before attacking a fire.

DISCUSSION

The impetus behind the Association's proposal was Engine 1513's arrival at a fire with insufficient manpower to commence operations. The Township presented a compelling argument that the additional manpower required to keep Engine 1513 manned by four firefighters at all times was unneeded. Additionally, prior to attacking a fire, all fire personnel on scene are under orders to wait until sufficient manpower arrives to meet all safety standards.

The Factfinder is of the opinion the Association's proposal would place an unnecessary burden on the Township, and recommends the Association's proposal not be implemented.

ARTICLE XXVII, WORK WEEK

The Association proposes a work week comprised of shifts of twenty-four hours on duty followed by forty-eight hours off (hereinafter 24/48). This results in an increase in the average work week from forty-eight to fifty-two hours. Currently the Township in on a system of full-time firefighters working ten hours on the day shift, 7:30 a.m. until 5:30 p.m., and fourteen hours (hereinafter 10/14) on the night shift. The firefighters rotate between the two shifts, on a cycle

that repeats every seven weeks.

The current language of the Collective Bargaining Agreement, reads as follows:

Section 27.4. Shifts. A 10/14 hour shift schedule will produce a 48-hour work week and be comprised of two (2) 10-hour day shifts and two (2) 14-hour night shifts. A 24/48 hour shift schedule will be comprised of 24 hours on duty with an off-duty period of 48 hours and will produce an adjusted 52-hour work week. Determination of the shift will remain a management right.

The Association drew upon the Collective Bargaining Agreements of six comparable Fire Departments, and proposes the following language:

Section 27.4. Shifts.

a) Hours of employment 24/48--52-hour work week. Effective January 1, 1999, all other employees shall be assigned to a fifty-two (52) hour work week in a system of twenty-four (24) hours of continuous duty commencing at 7:30 A.M., followed by forty-eight (48) continuous off-duty hours.

b) Employees assigned to a fifty-two hour average work week shall be afforded one shift off with pay termed an E.D.O. (Earned Day Off) every fourteenth shift, which shall not be considered as "hours worked."

c) Those employees assigned to work the 24/48 work schedule shall commence work at 0730 hours. The "normal work hours" for these personnel shall be from 0730 to 1730 hours with two (2) fifteen minute "breaks" and a one-half (1/2) hour lunch period. After 1730 hours, these employees shall be permitted to use the time as they desire, within the policies and procedures.

TOWNSHIP'S POSITION

The Copley Township Fire Department is a small operation, the Employer states, and while 24/48 may be more desirable for the employees, and appropriate for larger departments, it is not the shift that is best for Copley Township. Work, the Township states, is defined as productive output, and under 24/48 productivity suffers. Productivity comparisons, according to the Township's calculations, are as follows:

PRODUCTIVITY ANALYSIS

10/14-hour shift working 48-hour week = 2,496 hours

Cost per hour

3- yr. FF	\$17.43	Wage: \$43,515.20
Lt.	19.15	47,818.90
Capt.	21.05	52,548.25

Cost for productive hours based on 10 hours for 10-hr. shift and 4 hours for 14-hour shift (current operation):

3-yr FF	27.88
Lt.	32.84
Capt.	25.26 — 8-hour shift; 36.09 if 10/14-hr. shift.

1,456 Productive Hours

24/48-hr. shift working 56 hours per week = 2,912 hours

Cost per hour	
3-yr. FF	14.94
Lt.	16.42
Capt.	18.04

Cost per productive hour based on 8 hours for a 24-hr. shift:

3-yr FF	46.09
Lt.	50.65
Capt.	25.26 — 8-hour shift; 55.66 if 10/14- hour shift

944 Productive Hours

Productive hours per year for a 10/14-hour employee	1,456 hours
Productive hours per year for a 24/48-hour employee	944 hours

Requires an additional .5 employee for each employee working a 24/48-hour employee to equal the work generated by a 10/14-hour employee.
This would require an additional three (3) people at a cost of approximately \$180,000.

On a 10/14 hour schedule, it is stated, the Township receives fourteen hours of productive time per day, ten hours from the day shift and four hours from the night shift. On a 24/48 schedule, the Township receives only eight hours per day. That is, each firefighter works eight hours at the beginning of the twenty-four hour shift. Additionally, on a ten hour shift a firefighter working on a project puts in ten hours on the project as opposed to only eight hours as on a 24/48 schedule. If the project is large and cannot be completed in a day, the same firefighter will be in the following day, thus allowing for continuity.

Some firefighters are unhappy with working for three consecutive three days over weekends, which occurs periodically in the cycle, however, it is stated, the Township offered to amend the schedule to eliminate that occurrence. The IAFF Manual, the Employer adds, contains examples of that type of schedule. Another issue were too many calls during sleep hours. A review of the log book, the Employer points out, discloses less than one call per evening. In fact, the Employer continues, one-third of the evenings there were no runs at all. In this past year, the Township notes, there was only one working fire, and hose was pulled less than six times for the entire year.

Additional benefits of 10/14 include sick leave, overtime, safety, and family contact. A firefighter calling in sick, the Employer states, results in ten hours lost, not twenty-four, and when faced with a call-back, the firefighter is back for ten hours, not twenty-four. Regarding

safety, the 10/14 provides more rest than on 24/48, and on 10/14 there is more family contact in that the firefighter is home for the evening meal every night.

In substantiation of those benefits, the Township submitted a letter from the Chief of the Mentor Fire Department, abstracts of studies published by the National Fire Academy, and articles from trade publications.

ASSOCIATION'S POSITION

The Copley Township Fire Department, the Association states, is comprised of both full-time and part-time firefighters. The Captain manages day-to-day operations, and a lieutenant is in charge of running the shift. The Squad Captain manages the Squad. Anytime a full-time firefighter is scheduled to work alone, which, the Association states, is twice a week under the current 10/14 schedule, a part-time firefighter, referred to as a fill-in, is also scheduled to work with the full-timer.

Under the 24/48 schedule, the Association states, only 53 fill-ins are needed per year to cover E.D.O.'s, as compared to 103 night shift fill-ins and 105 fill-ins on the day shift under the 10/14 schedule. A comparison of the two schedules over the year 2000, it is stated, using fill-in personnel at the current day shift rate of \$13.49 per hour and the night rate of 9.04 per hour, and using fill-ins for all night shifts where full-time personnel are scheduled alone and only weekend day shifts where a full-timer is scheduled alone, results in the following calculations:

10/14 schedule
103 night fill-ins x 14 hours = 1442 hours
31 day fill-ins x 10 hours = 310 hours
1442 hours x \$9.04 = \$13,035.68
310 hours x \$13.49 = \$4,181.90
\$13,035.68 + \$4,181.90 = \$17,217.58 total cost for fill-ins on a 10/14 schedule.
24/48 schedule
53 night fill-ins x 15.5 hrs (each shift to be from 4:00 p.m. until 7:30 a.m.) = 821.5 hrs.
821.5 hours x \$9.04 = 7,426.36.

Thus, the Association argues, the savings in pay for fill-ins is \$9,791.22 under the 24/48 schedule.

In addition to costs savings on fill-ins, the Association states, the Township saves on shift supervisor pay as well. Under a 24/48 schedule, supervisor pay would be reduced \$8,630.16

below what it is currently paid supervisors under the 10/14 schedule. Thus, the Association points out, the Township will save \$18,421.38 per year on fill-ins and supervisory personnel under the 24/48 schedule compared to the current 10/14.

Call volume during sleep time, the Association notes, has increased from 227 in 1993 runs to 271 runs in 1998. Under the 10/14 schedule, the Association continues, personnel work two and three consecutive nights. With an increase in call volume during sleep time, it is argued, three consecutive nights of work is unsafe. By the second and third night, if sleep is interrupted slower reaction time and poorer judgment may result. Changing to a 24/48 schedule would give more time off between shifts.

The current 10/14 schedule, it is noted, results in personnel working four weekend shifts during the seven week cycle, taking away from family activities. Additionally, the Association states, the assertion of the Township that the current schedule allows personnel to have an evening meal with the family is not true. On the contrary, under the current schedule, the evening meal with family is missed each time an employee is on night shift. The 24/48 schedule, it is stated, would result in more, not less, family time. This, in turn, would improve the morale of the department.

The Association disagrees with the Township that the 24/48 schedule will result in less productivity. The 24/48 schedule provides for ten hours of productive time per day, not eight as assumed by the Township. Additionally, the Association points out, the calculations used by the Township contain an error, in that the calculations indicate there are four hours of productive time on the night shift. Currently, it is stated, there are three hours of productive time on the night shift, not four. Finally, the Association believes continuity would be much the same under 24/48 as under the current schedule.

DISCUSSION

The Township's biggest objection to the Association's proposal centered on lost productivity. In support of its claim of lost productivity, the Township submitted calculations which indicated a loss of productivity in the amount of 512 hours per year. However, during the course of the hearing, it was established the calculations were based on an assumption of eight

hours per day productive time under the proposed 24/48 schedule. The assumption of eight hours per day of productive time was based on the Green Fire Department Collective Bargaining Agreement, and did not take into account the proposed language for Copley provides for ten hours per day. It was also admitted by the Township that Green and Akron Fire Department personnel don't engage in productive work on weekends. The Factfinder notes that no such exception is found in the Association's proposed contract language. Additionally, the Township's figure of four productive hours on the night shift, in reality should have been three hours. Based on the above, the Township's estimate, based on its calculations, of an additional three employees being required under a 24/48 schedule to equal the productive work currently being performed cannot be accepted as accurate.

The Association provided figures to establish that under the 24/48 schedule, and the resulting average week of fifty-two hours as opposed to the current forty-eight, 400 more hours per year of scheduled time resulted. Moreover, by the Association's calculations, the Township would save \$18,421.38 per year under the 24/48 schedule in salary for fill-ins and supervisory personnel. The Association also pointed out, regarding the continuity issue raised by the Township, that continuity on large projects lasting more than one day would be much the same as now. The Township admitted there would only be a loss of continuity if it is assumed the employee reporting the next day didn't have the ability to work on the same project. Additionally, under the current system, it is not certain the same employee will be reporting the next day to continue the project. That employee could easily be going onto off days.

The Township argued other reasons for rejecting the Association's proposal. Namely safety, sick leave, overtime, and family contact. In support the Township offered abstracts of studies from the National Fire Academy and articles from trade publications, which the Factfinder has reviewed. A letter from the Mentor Fire Chief, was also presented and reviewed. The letter from Mentor was, obviously, not subject to cross examination, and expressed the Mentor Chief's opinion that for smaller staffed departments 10/14 was more beneficial than 24/48. Mentor, the Association noted, is on 24/48. However, it must also be noted that Mentor has a larger Fire Department than does Copley. The Mentor Chief was of the opinion that productivity was better under 10/14, and it was more expensive under a 24/48 schedule to fill

vacancies. The Factfinder notes, however, the Mentor Fire Chief did not indicate the number of departments at which he worked that had a 24/48 schedule, nor their size. Furthermore, from his letter it appears he worked at only one department with a 10/14 schedule. That department had, according to the letter, “one career firefighter - driver on duty 24 hours a day,” and went on to state, “the ease of filling their days off were much easier, especially when part-time personnel were used to cover these openings.” A situation of a department with one career firefighter is not comparable to the situation at Copley. Moreover, it was not established that Copley has or will have a problem with fill-ins on days off under the 24/48 schedule.

Regarding safety, the abstracts conclude without supporting factual data, that, under a 24/48 schedule, safety decreases when firefighters are fatigued from working for twenty-four consecutive hours. Upon inspection that same conclusion cannot hold in Copley where the runs are not of a sufficient quantity to cause such an amount of fatigue as to render the job more hazardous than under 10/14. There will be enough rest at the fire stations in between runs.

The abstracts and articles indicate sick leave and overtime usage decrease under 10/14, again with no statistics to substantiate the conclusions. Additionally, it was never established there is a sick leave and resulting overtime problem at Copley as there was at Longwood, which was the focus of one of the abstracts. Regarding family time, the Association’s evidence was clear that more time would be available for family contact under the 24/48 schedule. Moreover, the Association disputed the Township’s assertion consecutive days of work on weekends could be avoided under an IAFF example schedule.

In the experience of the Factfinder, the “benefits” of 10/14 over a 24/48 schedule have been extolled for at least thirty years, yet the majority of departments have not made the change. What this indicates to the Factfinder is that without underlying data to support the conclusions reached in the abstracts and trade publication articles, which basically all repeat the same “benefits,” the Factfinder, while considering the abstracts and articles, cannot place much persuasive value in them. This is not to say they were rejected outright. However, the general conclusions reached in abstracts and trade publication articles do not carry the same weight as the Association’s presentation of evidence on the same issues specific to Copley, including figures regarding dollar cost savings under a 24/48 schedule.

RECOMMENDATION

Based on the above, it is the recommendation of the Factfinder that the Association's proposal be adopted and incorporated into the Parties' Collective Bargaining Agreement, with the exception that the change to the 24/48 schedule be implemented January 1, 2000 rather than January 1, 1999 as indicated in the Association's proposed language.

ISSUES OF TENTATIVE AGREEMENT

In addition to the issues at impasse, the Parties have made proposals, concessions, and withdrawals of proposals in the course of bargaining. Tentative agreement has been reached on the following issues:

ARTICLE XII, SICK LEAVE/FUNERAL LEAVE

ARTICLE X, HOLIDAYS

ARTICLE XVI, UNIFORMS

ARTICLE XVII, INSURANCE

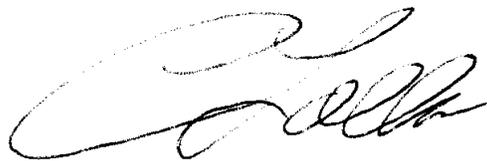
ARTICLE XXI, OVERTIME, TRAINING, CALL BACK POLICY

ARTICLE XXIV, EDUCATIONAL AND OTHER PAYS

ARTICLE XXV, WAGES AND LONGEVITY

ARTICLE XXIX, PROMOTIONS

It is recommended that the above identified issues of tentative agreement be included in the Parties' contract, however, both Parties agreed that should this Fact Finding Report be rejected, all tentative agreements are dissolved.



Colman R. Lalka, Factfinder

Dated: December 10, 1999

Madison, Lake County, Ohio