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STATE OF OHIO STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF FACT-FINDING BETWEEN:

**CITY OF BROOK PARK
and
BROOK PARK FIRE FIGHTERS
IAFF LOCAL 1141
CASE NO: 98-MED-10-1041**

**FINDINGS OF FACT AND RECOMMENDATION OF
THOMAS R. SKULINA, FACT-FINDER**

HEARING

A mediation meeting was conducted on December 11, 1998. Fact-finding ensued on January 20, 1999 and January 21, 1999.

The city was represented by Marc J. Bloch, Esquire and Shannon K. Patton. Also present was Thomas J. Coyne, Mayor, Gregory M. Cingle, Finance Director and Eileen McNamara, Commissioner of Human Resources.

The union was represented by James Astorino, its President. Also present was Kenneth Adams, Northern Ohio Fire Fighters Staff Representative and Linbell Lewis, Jr., Vice-President, Local 114, Edward Dargay also a member of Local 1141. Thirty-four (34) employees are in the bargaining unit.

ISSUES 13

Thirteen issues were unresolved. Two issues, however, led to a stipulated fact-finding in part.

These are:

1. Clothing (Article XVI) (Fully Stipulated)

Clothing Allowance

Section 1. Effective January 1, 1999, employees, except those in the fire prevention department, shall be provided a clothing allowance of \$750.00 annually to be provided by \$350.00 through City purchase orders, a cash payment of \$200.00 on July 1st for the uniform maintenance, and a cash payment of \$200.00 on December 1st for uniform maintenance; provided however, that the Chief may convert any of the above payments for maintenance to purchase orders where the Chief determines that the employee fails to meet the Division's standards for dress.

2. Fire Prevention (Article XX)

The portion of this provision that is stipulated:

Section 2. Employees in the Bureau of Fire Prevention shall work forty (40) hours per week. The normal forty-hour work week shall be comprised into four ten-hour work days per week.

The non-stipulated, and therefore fact-finding portion of this clause:

The non-working fifth day of the normal Monday through Friday work week shall be determined by the Chief of Fire for each employee. The work day hours shall be scheduled by the Chief of Fire.

Stipulated also is the following:

Section 9. Employees shall be allowed to schedule their vacations/holiday hours in not less than two hour segments.

The above clauses conclude the stipulated terms of the new contract. Hereafter, all the provisions of the contract, as well as any letters of understanding, shall constitute fact found recommendations.

Both parties complied with their statutory duties to present their individual written proposals.

Evidence was introduced. The statutory requirements of showing comparable language, budgetary issues, previous bargaining history, public interest and whatever else is ordained in the law was followed.

Two of the thirteen issues involved letters of understanding. In both instances, the union sought status quo and the city sought deletion.

3. Letter of Understanding
Minimum Manning

A letter of understanding dated January 1, 1993 stated:

"Upon implementation of Central Dispatching, the current nine (9) man minimum will remain effective".

This provision produced the most involved arguments from the parties. The city ably argued that it was in the process of centralizing its fire stations. Progress toward elimination of rail crossings in the city was discussed. Because of the small work force, overtime had become too costly a burden. The city fire needs did not require the nine man minimum since most of the buildings in the city were single homes.

The union emphasized the need for the nine man minimum staff was for safety. A safety movie was shown as well as the introduction of an extensive exhibit.

There is no doubt that a nine man minimum rule will lead to overtime. It is also true that there is a valid safety issue at this point in time.

It is true that in the future, the advances in locating a new central fire station as well as increased modernized fire fighting techniques may require a review of this requirement.

Because of the proven costs of this provision, other economic issues sought by the union shall be balanced by my finding on this issue.

FINDING REGARDING MINIMUM MANNING

There shall be no change in the January 1, 1993 letter of understanding quoted earlier in this report.

4. Letter of Understanding
"Me too"

On June 20, 1994 the following letter of understanding was created:

"In the event any other union receives a higher wage settlement, the City of Brook Park agrees to reopen negotiations for the purpose of adjusting wages to that higher amount".

The end result of this clause is presently in litigation. A substantial sum in six figures awaits to be imposed on the city (\$220,000.00 has been budgeted).

In view of the sum involved, there as well as my upholding the nine man minimum staffing provision, I find that this letter of understanding be deleted in its entirety upon the execution of the current contract.

5. Wages (Article XIV and Article XX)
Compensation

FINDING REGARDING COMPENSATION

The annual salary paid to all ranks shall be increased in the following percentages:

1999	3% increase in all ranks
2000	3 1/2% increase in all ranks
2001	3 1/2% increase in all ranks

6. Discipline (Article VII)

The present grievance language is in accordance with the law. (See Gilbert v. Homer, U.S. Supreme Court (1997)). Any misapplied discipline is certainly grievable.

FINDING REGARDING DISCHARGE

No change shall be made to the present Discipline Contract language.

7. Overtime (Article X)

Management and budgetary concerns address the issue whether overtime is paid when earned or whether compensatory time may be accrued.

In the existing contract, compensatory time, as a payment for overtime, was eliminated. I find no reason to change this.

FINDING REGARDING OVERTIME

There shall be no change in the overtime provisions of the contract (Article X).

8. Sick Leave (Article XI)

There is a request by the union that some bonus be paid for a minimal use of sick time.

If a person is healthy, there is no need for sick time. If a person is unfortunately sick, sick leave is available.

An honest, healthy employee needs no reward for their good fortune of not being sick. Their comfort comes from knowing that, if sick, there are provisions for sick leave.

FINDING REGARDING SICK LEAVE

I find no reason to change the provisions in the existing contract relative to sick leave.

9. Vacations (Article XII)

FINDING REGARDING VACATIONS

The vacation years of service and length of vacation shall change as follows:

After eighteen (18) years of service, an employee shall be granted five (5) weeks vacation.

No other change shall be made to the vacation provision.

10. Holidays (Article XIII)

The holiday schedule needs no adjustment except the provision for four (4) personal hours should be extended to eight (8) personal hours.

FINDING REGARDING HOLIDAYS

No change from the existing contract except the personal hours shall be "Eight" instead of "Four".

11. Savings Clause (Article XXI)

Section 2 of the savings clause, among other things, provides that if a variance lies between the Civil Service Rules, the Civil Service Rules shall prevail.

FINDING REGARDING PORTION OF SAVINGS CLAUSE
(Section 2 Article XXI)

The language relative to the savings feature of the Civil Service Commission shall be deleted.

12. Insurance (Article XV)

The city seeks cost sharing on the health care insurance premiums. It also seeks to change the prescription drug coverages.

FINDINGS REGARDING INSURANCE

There shall be change relative to the health care insurance premiums.

All employees, including retirees, shall with respect to prescription drugs, incur a deductible of \$5.00 for generic drugs, \$9.00 for brand name prescriptions, where there is no generic drug available, and \$12.00 for brand name drugs when the generic is available.

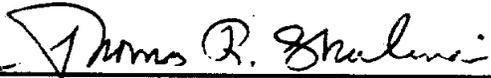
13. C-Days (Miscellaneous XVII)

After receipt of evidence, I find no reason to change the existing practice relative to the exercise of "C" days.

FINDING REGARDING C-DAYS

There shall be no change in Article XVII, Section 8 styled "Selection of C Days".

These facts were found and recommended on January 28, 1999, by:



THOMAS R. SKULINA
Fact-Finder