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STATE EMPLOYMENT
RELATIONS BOARD

CONCILIATOR'S REPORT

2002 SEP 26 A 10: 25

IN THE MATTER OF: :

International Association of Firefighters (IAFF), Local 3900 : Case Number: 01-MED-12-1144

and : Jack E. McCormick

The City of Crestline : Conciliator

: :

APPEARANCES

For the Employer:

Patrick Hire, Senior Consultant
 Clemens, Nelson & Associates, Inc.
 417 North West Street
 Lima, Ohio 45801

For the Union:

Roy Hollenbacher
 First District Vice President
 Ohio Association of Professional Firefighters,
 Local 3900
 150 St. Andrews Boulevard
 Lima, Ohio 45801

The State Employment Relations Board certified the bargaining unit on October 24, 2001.

This therefore became a first time contract.

The parties met for collective bargaining on January 29, February 12, February 20, March 7, March 20, March 28, April 15, May 7, May 9 (mediation), May 13 (mediation), May 23 (mediation), June 26, 2002 (fact-finding), and finally conciliation on September

24, 2002. The appointed fact-finder Eugene Brundige issued a fact-finding report which was rejected by the City of Crestline.

The unresolved issues at the date of the conciliation were as follows:

- Officer in Charge
- EMS Incentive
- Paramedic Requirements and Fire Training
- Longevity
- Health Insurance
- Outside Employment
- Wages
- Duration

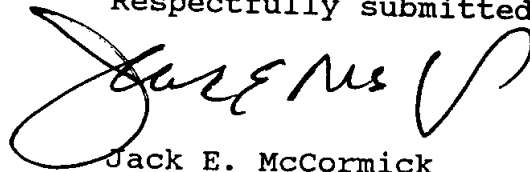
The respective parties submitted their conciliation briefs to the conciliator, however, it was noted that the brief of the employees (Union) was not received within the statutory time-frame set forth in O.R.C. 4117.14(G)(3).

Before conciliation was begun the City of Crestline placed its objection on the record to the conciliator considering any submission by the Union and in support thereof cited City of Greenville v. Greenville Patrol Officers Association Darke County, Ohio Common Pleas Court, Case Number 99-CV-57669, and the State Employment Relations Board order in case number 99-ULP-06-03-49, dated June 13, 2000.

After a lengthy discussion the parties asked the conciliator to remove himself and allow the parties to engage in bi-lateral negotiations, which was done.

Following these discussions the parties agreed upon contract language on all outstanding issues. That language is attached hereto and made a part of this report in the appendix which follows.

Respectfully submitted,



9/26/02

Jack E. McCormick
500 City Park Ave.
Columbus, OH 43215
614-221-2718
Conciliator

CITY OF CRESTLINE
EMPLOYER'S CONCILIATION PROPOSAL

ARTICLE

OFFICER IN CHARGE

Section .1. Any employee covered by this Agreement who is assigned by the Employer to accept the responsibility and carry out the duties of a supervisor for four (4) hours or more shall receive Officer in Charge (OIC) pay, as defined herein, for all hours assigned as OIC.

Section .2. An employee assigned as OIC by the Employer, as defined above, shall be paid twenty-five cents (\$0.25) per hour in addition to the employee's applicable base hourly rate.

**CITY OF CRESTLINE
EMPLOYER'S CONCILIATION PROPOSAL**

ARTICLE

HEALTH INSURANCE

Section .1. Employees shall pay the same amount in premiums, if any, as other City employees under the City of Crestline's Health Insurance Plan. The employee's premiums for insurance coverage, if any, shall be deducted from the employee's pay. The insurance carrier shall be at the sole discretion of the Employer.

Section .2. The Employer shall provide hospitalization and major medical insurance for employees of the bargaining unit equal to the coverage provided to other non-bargaining unit employees in the City of Crestline.

The Employer reserves the right to make cost containment adjustments in the benefit coverage provided such changes do not adversely affect the major economic benefits provided under the existing plan.

In the event of a change in any of the major economic benefits under the plan, the Employer agrees to meet with and confer with the Union prior to implementing such changes in accordance with Article - Work Rules, Section .2.

**CITY OF CRESTLINE
EMPLOYER'S CONCILIATION PROPOSAL**

ARTICLE

LONGEVITY

Section .1. Full-time employees employed by the Employer in the classification of firefighter shall be paid the following amounts. Such payment is an incentive for employees who have given years of faithful and continuous service to the City of Crestline.

<u>Years of Service</u>	<u>Pay Schedule</u>
Upon successful completion of 5 years.	\$300.00
Upon successful completion of 6 years through 24 years.	\$300.00 plus \$75.00 per year of service

Section .2. The annual computation date for purposes of determining longevity pay in accordance with this Article shall be based on the uninterrupted length of continuous service of the employee with the City of Crestline. Longevity pay shall be paid the first full pay period in December of each year provided the employee has completed the required years of service.

**CITY OF CRESTLINE
EMPLOYER'S CONCILIATION PROPOSAL**

ARTICLE

EMS INCENTIVE

Section .1. Upon successfully obtaining and maintaining EMT-1 certification, firefighters shall receive fifteen (\$0.15) cents per hour in addition to their regular hourly rate.

Section .2. Employees who are assigned by the Chief to attend Paramedic School, in accordance with Article _____ Paramedic Requirements and Fire Training contained herein, and successfully obtain and maintain Paramedic certification shall receive twenty-five (\$0.25) cents per hour in addition to their regular hourly rate.

Section .3. Should an employee fail to obtain or maintain EMT-I or Paramedic certification, such employee shall not be eligible for the applicable pay pursuant to this Article. The awarding of incentive pay pursuant to this Article shall be subject to the provision of Article ____ Reimbursement of Training and Uniform Expenses and Article ___ Paramedic Requirements and Fire Training. Employees shall not be eligible to receive the pay outlined in Sections 1 and 2, above, simultaneously. The pay described herein shall be effective the first full pay period following January 1, 2002.

CITY OF CRESTLINE

ARTICLE

PARAMEDIC REQUIREMENTS AND FIRE TRAINING

Section .1. All employees of the City of Crestline covered by this Agreement who currently hold a State of Ohio Paramedic certification shall be expected to maintain such certification for the life of the Agreement. If an employee desires not to seek renewal of his certification, that employee shall request permission of the Chief or designee in order to assure the Department maintains the proper number of certified persons. Permission will not be unreasonably denied. The Safety-Service Director may grant an extension for the Paramedic certification or re-certification.

Section .2. Any person hired in the Fire Department shall be required to pass the State Basic Fire Training Course within one (1) year. The Fire Chief or designee shall determine the number of employees required to obtain an EMT-I or Paramedic certification. After seeking volunteers, the Chief or designee may assign employees to successfully obtain and maintain the appropriate certification, except that any employee hired into the Fire Department on or before April 1, 1990 shall be exempted from such Paramedic assignment.

Section .3. Cost of EMT-I certification and Paramedic School shall be borne by the City subject to the repayment requirements contained in Article ____, Reimbursement of Training, and Uniform Expenses herein. The costs shall include textbooks, transportation, approved incidental expenses, and tuition, which include the cost of the exam for Paramedic certification. Any employee who fails to obtain State of Ohio Paramedic certification after taking three (3) exams shall be responsible for all costs incurred for any subsequent exams or refresher courses required, including transportation and any incidental expenses. Prior approval of all training shall be obtained from the Fire Chief and the City retains the right to choose the location of the training, the time and schedule, and the means of transportation used.

CITY OF CRESTLINE

ARTICLE

OUTSIDE EMPLOYMENT

Section .1. Outside employment is to remain an effective City policy.

CITY OF CRESTLINE
EMPLOYER'S CONCILIATION PROPOSAL

ARTICLE

WAGES

Section .1. The regular base hourly wage rate of all bargaining unit employees shall be increased by four and three quarters percent (4.75%) in the first full pay period following January 1, 2003.

Section .2. The regular base hourly rate of all bargaining unit employees shall be increased by four and three quarters percent (4.75%) in the first full pay period following January 1, 2004.