



STATE EMPLOYMENT
RELATIONS BOARD

2007 DEC 21 A 11:39

**IN THE MATTER OF CONCILIATION
BETWEEN**

BOARDMAN TOWNSHIP TRUSTEES)	CASE NO. 07-MED-01-0046
)	
AND)	
)	
BOARDMAN PROFESSIONAL)	<u>OPINION AND AWARD</u>
FIRE FIGHTERS, IAFF LOCAL 1176)	

JAMES M. MANCINI, CONCILIATOR

APPEARANCES:

FOR THE UNION

Dennis Haines, Esq.

FOR THE TOWNSHIP

Michael D. Esposito, Esq.

SUBMISSION

This matter concerns conciliation proceedings between the Boardman Township Trustees (hereinafter referred to as the Employer) and the Boardman Professional Fire Fighters, IAFF Local 1176 (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as conciliator in this matter. The conciliation proceeding was conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. The conciliation session was held on December 10, 2007 in Boardman, Ohio. The bargaining unit involved in this matter consists of approximately forty-one employees which includes thirty-two Firefighters, three Fire Lieutenants, three Fire Captains, and three Assistant Chiefs.

This conciliator conducted mediation of the outstanding issues at impasse at the session which was held with the parties on December 10th. Pursuant to those mediation efforts, the parties reached a tentative agreement as to each of the issues presented as being at impasse. However, the parties have requested that this conciliator issue a summary report setting forth his award on those issues. Therefore, this conciliator hereby submits the following awards on the issues based upon the discussions held with the parties on December 10, 2007.

1. MAINTENANCE OF STANDARDS – NEW ARTICLE

AWARD – With respect to Issue 1, this conciliator hereby incorporates the agreement reached between the parties as more fully set forth in Attachment Exhibit A.

2. PROMOTIONAL OPPORTUNITIES – NEW ARTICLE

AWARD – With respect to Issue 2, this conciliator hereby incorporates the agreement reached between the parties as more fully set forth in Attachment Exhibit B.

3. REDUCTION IN FORCE & RECALL – NEW ARTICLE

AWARD – With respect to Issue 3, this conciliator hereby incorporates the agreement reached between the parties as more fully set forth in Attachment Exhibit C.

4. WAGES AND SALARIES – ARTICLE 18

AWARD – With respect to Issue 4, this conciliator hereby incorporates the agreement reached between the parties as more fully set forth in Attachment Exhibit D.

5. MINIMUM PERFORMANCE / SKILLS STANDARDS – NEW ARTICLE

AWARD – With respect to this issue, this conciliator hereby incorporates the agreement reached between the parties as more fully set forth in Attachment Exhibit E.

6. SIGNING BONUS – SIDE LETTER

AWARD – With respect to this issue, this conciliator hereby incorporates the agreement reached between the parties as more fully set forth as Attachment Exhibit F.

7. MEDICAL INSURANCE – ARTICLE 19

AWARD – This conciliator hereby adopts as his award the tentative agreement referenced by the fact-finder in his report pertaining to medical insurance.

CONCLUSION

In conclusion, this conciliator hereby submits the above referred to awards on the outstanding issues presented to him for his consideration.

DECEMBER 17, 2007



JAMES M. MANCINI, CONCILIATOR

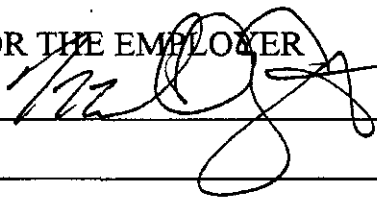
ISSUE 1
NEW ARTICLE 6, SECTION 1
MAINTENANCE OF STANDARDS AND PRESERVATION OF RANK

Section 1. Rights, Privileges & Working Conditions. All rights, privileges and working conditions ~~enjoyed by the members at the present time of the bargaining unit, which have existed for a reasonably long time, have occurred repeatedly, have been clear and consistent, and have been known to the Chief, the Employer, and the Local, and not~~ ^{keep} addressed in this Agreement shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement, unless changed by mutual consent of the contracting parties.

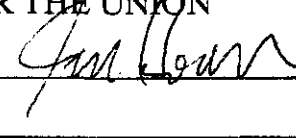
MDE Withdrawals w/o prejudice

Parties retain current language MDE JH

FOR THE EMPLOYER



FOR THE UNION



Date Submitted: 12/10/07

Date Signed: 12/10/07

EXHIBIT

A


ISSUE 2
~~NEW ARTICLE 6, SECTION 2~~
~~MAINTENANCE OF STANDARDS AND PRESERVATION OF RANK~~
PROMOTIONAL OPPORTUNITIES

Section 2 1. ~~Preservation of Rank Promotional Opportunities.~~ During the term of this collective bargaining agreement, the Township agrees to ~~preserve~~ *maintain* the following ~~rank:~~ *promotional opportunities within the bargaining unit:* three (3) Assistant Chiefs, three (3) Captains, and two (2) Lieutenants in the Fire Prevention Bureau. ~~No officer, who presently holds rank, shall be reduced in rank during the term of this Agreement unless for disciplinary reasons.~~ Should a position of Assistant Chief, Captain or Lieutenant-Fire Prevention Bureau become vacant, ~~for any reason,~~ then the Township agrees to promote within the department ~~in order to insure the preservation of rank as agreed herein~~ *in accordance with the applicable Ohio Revised Code sections.*

Section 2. ~~Reduction in Force Unaffected.~~ This provision is not intended to prohibit the Township from otherwise laying off persons in the department, if required. *The Employer maintains the right to layoff employees for lack of work and/or funds. The parties agree that a vacancy created by a layoff for a lack of funds and/or lack of work will not automatically be filled. The parties further agree that the language in Section 2 means that the Employer will not abolish the ranking positions enumerated in the preceding paragraph during the term of this agreement.*

EXHIBIT
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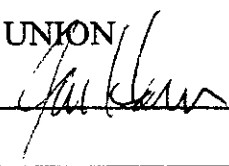
FOR THE EMPLOYER



Date Submitted:

12/10/07

FOR THE UNION



Date Signed:

12/10/07

ISSUE 3
NEW ARTICLE ~~9, SECTIONS 2, 3, 4~~
SENIORITY REDUCTION IN FORCE & RECALL

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the Boardman Township Municipal Civil Service Commission governing work force reductions.

Section 1. ~~9.02 Civil Service Rules~~ In the event that it becomes necessary to lay off employees due to lack of funds, lack of work, or for other causes, the youngest employee in terms of service shall be laid off. To the extent that this paragraph would be inconsistent with Civil Service Statutes or Rules, the Statutes or Rules shall prevail. Whenever the Employer determines there to be a lack of funds, lack of work, or that a reorganization in the operations of the Employer is necessary, a reduction in force (i.e., layoff or job abolishment) shall occur. The Employer shall notify the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the reduction. ~~_____~~ The Employer ^{shall} determine whether ^{or not} a lack of funds exists, which means that there is a current or projected deficiency of funding ^{to maintain & current or sustain projected level of staff and operation} ^{MPK}

Section 3. Procedure. When the Employer determines that a reduction in force (i.e., layoff or job abolishment) is necessary, it shall occur by seniority ~~within the affected~~ regardless of classification. The member with the least amount of seniority within the ~~affected job classification~~ bargaining unit shall be reduced first. ~~A bargaining unit member residing in a higher classification (e.g., captain, lieutenant, etc.) may utilize his seniority to displace a member with less seniority residing in a lower classification.~~

The Employer is not required to transfer money between funds in order to offset any current or projected deficiencies.

EXHIBIT

C

MPK

all

**REDUCTION IN FORCE & RECALL
(CONTINUED)**

**AT CONCILIATION
BOARDMAN TOWNSHIP / IAFF
EMPLOYER POSITION
DECEMBER 10, 2007**

~~Bargaining unit~~ Seniority, for the purposes of reduction and recall, is calculated in accordance with Article 9 of this Agreement.

Section 4. ~~9.03 Three Year Lay Off Seniority Recall.~~ A bargaining unit member laid off under this article shall remain on the layoff list for three (3) years. If it is found necessary to recreate or reestablish a position in the Fire Department within three (3) years from the date of its abolishment, ~~the oldest employee in terms of service of those laid off shall be entitled to the position and be rehired. Seniority, as defined above, shall be the sole consideration for re-hire~~ the Employer shall recall from that list in reverse order in which the member was laid off.

Employees shall be given fourteen (14) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.


Section 5. Recall Conditions/Prerequisites. ~~9.04 No Re-Hired Probationary Period~~ If and when laid off employees are re-hired, ~~the probationary period for new original appointments shall not apply to these re-hired employees.~~ An employee who is recalled after a reduction shall not be required to serve any probationary period. However, re-hired employees after more than one (1) year of layoff will not qualify for minimum manning coverage nor be eligible for overtime until an equipment and vehicle re-familiarization process and current skills evaluation process, as determined by the Fire

**REDUCTION IN FORCE & RECALL
(CONTINUED)**

**AT CONCILIATION
BOARDMAN TOWNSHIP / IAFF
EMPLOYER POSITION
DECEMBER 10, 2007**

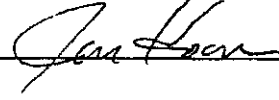
Chief and/or his designee, are satisfactorily completed by the re-hired employee. Criteria for satisfactory completion of these processes shall be determined, reviewed, and approved or not approved by the Fire Chief and/or his designee, prior to the re-hired employee return to minimum manning coverage and overtime availability.

FOR THE EMPLOYER



Date Submitted: 12-10-07

FOR THE UNION



Date Signed: 12-10-07


AT CONCILIATION
BOARDMAN TOWNSHIP / IAFF
EMPLOYER POSITION
DECEMBER 10, 2007

ISSUE 4
ARTICLE 18
WAGES AND SALARIES

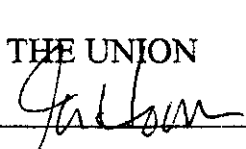
Section 1. Base Salaries and Wages. The following represents the annual base percentage increases for bargaining unit members for the duration of this agreement. The actual wage rates are attached and appended to the parties' agreement as Appendix "A".

Effective ^{4/1/07} upon signing, bargaining unit members will receive a ^{2.5%} ~~2.5%~~ general increase. Effective ^{4/1/08} year two (2) of the agreement, bargaining unit members will receive a ^{2.5%} ~~2.5%~~ general increase. Effective ^{4/1/09} year three (3) of the agreement bargaining unit members will receive a ^{2.5%} ~~2.5%~~ general increase. ~~2.5%~~

FOR THE EMPLOYER



FOR THE UNION



Date Submitted:

12/10/07

Date Signed:

12/10/07

EXHIBIT

D

NEW ARTICLE
~~MINIMUM PERFORMANCE STANDARDS~~ ^{SKILLS}
MINIMUM PERFORMANCE/STANDARDS

Section 1. All bargaining unit members agree to perform an annual minimum performance standards (MPS) test. Bargaining unit members that successfully complete the MPS test shall receive an annual ^{four} hundred dollar ^{\$400.00} ~~(\$500.00)~~ performance bonus. Payment for successful completion of the MPS test will be distributed in November of each year, ^{including year one of the agreement} ~~including year one of the agreement~~

Section 2. MPS Testing will be performed according to a schedule agreed to by the parties. If any bargaining unit member is off, it shall be made up on their second shift back falling on a weekday.

Section 3. The Fire Chief shall conduct the MPS test. All members shall have three (3) attempts to perform each task. If after three (3) attempts a member's performance is unsatisfactory or incomplete, a new date at least two (2) weeks ^{BUT NOT MORE THAN FIVE (4) WEEKS} after the initial date will be scheduled. The second (2nd) test date shall be attended by the bargaining unit member, a union official, the Fire Chief, and the Administrator/designee. The member in question shall be given three (3) more attempts at the task in question. If, after three (3) more attempts the member is unable to complete the task within the established parameters, the Employer reserves the right to place said member on sick leave or disability leave until such time that said member can perform all tasks of the MPS test.

Section 4. The following tasks comprise the MPS Test:


A. Task A: Donning of air pack, which consists of donning an air pack and face piece. There shall be a ^{reasonable} ~~ninety (90) second~~ time limit on Task A.

AT FACT FINDING
BOARDMAN TOWNSHIP
IAFF
AUGUST 1, 2007

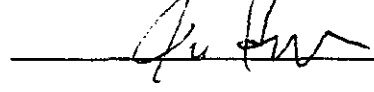
- B. Task B: Basic ariel truck scenario, which consists of setting the brake, extending the stabilizing devices, and safely extending the ariel ladder to its maximum height. There shall be a ~~five (5)~~ ^{reasonable} minute time limit on Task B.
- C. Task C: Basic fire ground scenario, which consists of setting the airbrake of the pumper and transferring it to pump, exiting the truck, establishing a water supply from a fire hydrant, pulling a 200' pre-connect attack line, returning to the pump and charging said hand line. There shall be a ~~five (5)~~ ^{reasonable} minute time limit on Task C.
- D. Task D: Basic Driving Proficiency, which consists of ~~safely~~ ^{SAFELY} operating each fire department pumper and ariel devices over Boardman Township streets and roads.
- E. Task E: Basic Pump Setting Proficiency, which consists of setting the brakes, changing the PTO from Road to Pump, exit the vehicle, and demonstrate the ability to deliver a pressurized stream. There shall be a ~~five (5)~~ ^{reasonable} minute time limit on Task E.
- F. Task F: Ladder raise, consisting of approaching and removing a roof ladder. Using a one man ladder, carry and raise onto a wall, ascend ~~to~~ ^{UNTIL A REASONABLE DISTANCE} and touch the top rung, descend and return said ladder to its place on the pumper. There shall be a ~~two (2)~~ ^{reasonable} minute time limit on Task F.

WJC
AK

FOR THE EMPLOYER



FOR THE UNION



Date Submitted: _____

Date Signed: 12/10/07

SIDE LETTER

SIGNING BONUS

~~As soon as reasonably practicable after the issuance of the award, the Employer shall issue a one-time signing bonus of five hundred (\$500.00) dollars to bargaining unit members.~~

As soon as reasonably practicable after the issuance of the award, the Employer shall issue a one-time signing bonus of five hundred (\$500.00) dollars to bargaining unit members.

ADG
12/12/07

Jim Brown
12/10/07