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STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO

In the Matter of Conciliation Proceedings Between:

PERKINS TOWNSHIP, OHIO)	Case No. 97 MED-06-0710
)	
and)	CONCILIATION AWARD
)	
PERKINS TOWNSHIP FIREFIGHTERS, IAFF, Local 1933)	Margaret Nancy Johnson Conciliator

Introduction

The Employer in this proceeding, hereinafter "Trustees" or "Township," is the Township of Perkins, located in Erie County, Ohio, on a major commercial route servicing recreational facilities along Lake Erie. Approximately twenty (20) full time personnel classified as Firefighters and Fire Captains employed by the Township are represented by the Perkins Township Professional Fire Fighters, Local 1953, hereinafter "Union" or "IAFF." Firefighters provide fire safety as well as emergency medical services for the 11,000 residents of the Township as well as for the expanding commercial enterprises located therein.

The parties are signatories to a Collective Bargaining Agreement, the terms of which expired on September 30, 1997. Unable to negotiate a successor agreement, the parties engaged in fact-finding on February 23, 1998. Both parties rejected the report and recommendations of the fact-finder issued on March 10, 1998. In accordance with Ohio Revised Code 4117.14 (D)(1) the State Employment Relations Board appointed Margaret Nancy Johnson as conciliator to resolve the bargaining impasse by selecting on an issue by issue basis from between each of the party's final settlement offers. Pursuant to this directive conciliation proceedings convened on June 9, 1998 at 8:00 a.m. in the administrative offices of Perkins Township.

John Coppeler, Attorney at Law, represented the Township Trustees. Also in attendance for the Township were James Dee, Robert Kowalk, Marie Hildebrandt, Trustees, and Lisa Crescimano, Township Clerk.

Andy Drwal, Second District Vice-President, presented the case for the IAFF. Keith Eastman, Local President; William LaFene, Secretary; Donald Henry, James Scheid, and William Burger, Jr., Negotiating Committeemen, were also present on behalf of the Union.

An attempt to mediate the pending impasse was unsuccessful, and the parties proceeded to present supporting evidence for the final offers on issues in contention. The Union objected

to the service of the final offers submitted by the Township. In the Discussion which follows the Conciliator addresses the procedural issue raised by the Union. Both sides had opportunity to argue respective positions and to present evidence thereon, with the Conciliator retaining the right to subsequently rule on the sufficiency of service.

Issues

The substantive unresolved issues presented to the Conciliator for resolution arise from the following: Vacancies and Promotions; Sick Leave; Manpower; Overtime; Longevity; Temporary Appointments; Paramedic Pay; and Wages.

Criteria

Pursuant to Ohio Revised Code Section 4117.14(G)(7) and Ohio Administrative Code 4117-9-06 (H), the Conciliator has given consideration to the following criteria in rendering her award:

- (1) past collectively bargained agreements;
- (2) comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved 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 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;
- (4) the lawful authority of the public employer;
- (5) the stipulations of the parties;
- (6) such other factors, not confined to those listed in this rule, which are normally or traditionally taken into consideration in the determination of issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding or other impasse resolution procedures in the public service or in private employment.

Positions of the Parties

I VACANCIES AND PROMOTIONS

Union

In its written submission, the IAFF proposes modifying Article 9, Sections 1 and 2 by inserting additional terms and phrases into the existing language. In Section 1 the proposed new language consists of adding "from the date of hire" at the end of the initial sentence; adding "automatically" after "one

year later;" and "status" after "Class B." During the presentation of evidence on this issue, however, the IAFF asserted its acceptance of the report of the fact-finder which recommends retention of existing language without modification.

Township

The position of the Township on Article 9 is to make no changes to the present contract language.

II SICK LEAVE

Union

The Union herein seeks an increase in the amount of accumulated sick leave paid to employees upon resignation from the department or upon death or retirement. In its written submission the Union proposes the following changes in Section 5: increasing the cap on payout from \$3,000.00 to \$3,240.00, and the minimum years of service from three (3) to five (5); increasing the payment upon retirement or death for 56 hour employees from 672 hours to 720 hours; and, capping such payments at \$8,100 for retirement or death between October 1, 1997 and September 30, 1998; \$8,300.00 for retirement or death between October 1, 1998 and September 30, 1999 and \$8,508.00 for retirement or death between October 1, 1999 and September 30, 2000.

Proposed changes to Section 6 include adding language authorizing the Township to require a signed statement when the 40 hour employee is absent five or more consecutive work days. In Section 7 the Union proposes reducing the notification of absence from one hour to thirty minutes prior to the start of the scheduled shift. In Section 10 the proposal of the Union includes adding "for at least three (3) consecutive duty days" to the first sentence. The Union also proposes changing Sick Time to Sick Leave and changing "Class A" to "present class" after "regular base rate."

In the presentation of evidence, the IAFF asserted its acceptance of the recommendations of the Fact-finder on the issue of Sick Leave. These recommendations include the proposed changes to Article 11, Section 5, paragraphs A and B; but the recommendations do not incorporate the additional changes on sick leave usage and documentation in subsequent sections of Article 11.

Township

The Township proposes eliminating Paragraph A from Article 11, Section 5, and capping payout upon death or retirement in Paragraph B at \$8,100.00. The position of the Township is that the receipt of a substantial payment for unused sick time upon retirement or resignation from the department is a benefit not generally available in other employment settings. Since resigning employees may transfer unused sick leave in the event they become employed by another political subdivision, the township proposes elimination of such payment for resigning employees. In addition, the Township seeks to cap the benefits payable to retiring employees since such payments represent a substantial future expense over which the Township has no

control. The Township does not propose any additional changes to Article 11, Sick Leave

III MANPOWER LEVELS

Union

In its written submission, the Union proposes modifying Section 1, of Article 18 by adding: "It is agreed that a normal shift is composed of six (6) full time firefighters." In the oral presentation, the Union accepted the report of the fact-finder which provided no changes to the language of Article 18. To the extent there is a discrepancy between the written submission and the oral evidence presented, the Conciliator deems the evidence modifies the written offer and will consider the offer as so amended.

Township

Since manpower levels is a managerial function, the Township proposes elimination of this Article in its entirety. In Article 2 the parties have negotiated a Management Rights provision that includes "the right to determine the adequacy of the work force." To be consistent with labor law generally and with the explicit language of the contract, Article 18, Section 1 should be eliminated.

IV HOURS OF WORK AND OVERTIME

Union

The Union proposes payment of overtime at the forty (40) hour base rate of pay rather than the fifty-six (56) hour rate. In addition, the written submission includes modifying Section 8 to pay court appearances at a minimum of two hours.

Township

The Township proposes adding language into the agreement which incorporates the long standing practice of paying overtime at the 56 hour rate. No additional changes are proposed by the Township. In justifying its position, the Township points out that the work schedules of firefighters are not comparable to the typical forty hour work week, and ought not to be so compensated. Within the work schedules of firefighters, there is significant downtime, as well as hours deducted for sleeping, meals, and so on. Thus, it is inappropriate to pay firefighters overtime on the basis of a forty-hour work week.

V WAGES

A. LONGEVITY

Union

The Union proposes increasing longevity pay for 4-9 years of service to \$30.00 per year and for ten years or over to \$38.00 per year. In the presentation of evidence, the Union asserted its intent to accept the report of the fact-finder.

Township

The Township proposes the same dollar increase for longevity, but provides for the compensation to be paid in the second pay period in November and eliminates the notification requirement imposed on the employee.

B. TEMPORARY APPOINTMENTS

Union

The Union proposes modifying Section 3 of Article 22 by providing for officer in charge pay "hour for hour" rather than after six hours. In addition, the Union proposes inserting a new paragraph providing for Officer in Charge pay, hour for hour, for the senior Class A firefighter so appointed at Station #3.

Township

The Township proposes maintaining the present contract language. The Township argues the provision has worked well for many years and that a change would create a record keeping burden on the clerk. Opposed to any changes pertaining to Station 3, the Township argues longstanding practice as well as the degree of responsibility imposed on all employees at the station, not just the senior employee.

C. CALL BACK PAY (TONED OUT ALARM)

Union

The written submission of the Union includes additional language to Section 4 of Article 22.

Township

For both Call Back Pay and Toned Out Alarm provisions of the Agreement the Township seeks to insert the language "based on Article 19, Section 9." The insertion relates back to the overtime rate of pay which the Township seeks to maintain at the 56 hour rate, while the Union seeks to change to the 40 hour rate.

D. PARAMEDIC PAY

Union

The Union seeks to include a new section providing for a yearly bonus paid in October of 2% of the base rate of pay of an employee who is a full time paramedic.

Township

The Township opposes paramedic pay for a number of reasons: there is no requirement that a firefighter obtain paramedic pay; the township has enabled those employees who wish to do so, to seek paramedic certification which the firefighter then uses for supplemental employment; longstanding practice of the parties obviates the need for paramedic pay; and, the precedent setting impact of paramedic pay is to be avoided. Moreover, the Township cites comparable townships that do not provide paramedic pay.

E. WAGES

Union

The Union seeks a 3½%, 3% and 3% wage increase for each year of the three year contract.

Township

The Township proposes 2.5% for each year of the contract. The increase proposed by the Township is based on the low consumer price index as well as the significant increases previously negotiated by the Union.

Discussion

A. Submission of Final Offer Statements

An initial issue to be resolved is the procedural question raised by the Union pertaining to the submission of the final offer statement by the Township. The evidence is uncontroverted that on June 7, 1998 the Township faxed its last offer statement to both the Conciliator and the IAFF. While the Conciliator acknowledges receipt of the transmission on June 7, 1998, the representative for the IAFF maintains that he did not receive the offer prior to the hearing on June 9, 1998. Pursuant to the rules and regulations promulgated by the State Employment Relations Board, a party which fails to properly serve a final offer statement is precluded from presenting evidence thereon at the conciliation hearing. Arguing that service by fax is not sufficient under these rules, the IAFF contends that the only offers properly before the Conciliator are those of the IAFF.

Prior to the commencement of the hearing and in the process of mediation, much discussion was held on the matter of the submission by the Township. Unable to resolve the impasse or the procedural question, the conciliator took evidence presented by each party while reserving the right to research and review the issue of service. Although the Conciliator finds that submission of a final offer statement one day prior to a hearing satisfies the requirements of SERB, the question remains whether or not submission by fax is acceptable.

Research on the question establishes that service of final offer statements by facsimile is, indeed, acceptable. Pleadings before the Board are distinguishable from position statements in that the former raise statutory questions which will impact upon political subdivisions throughout the state. Position statements, however, address matters of immediate concern to the parties to a particular Collective Bargaining Agreement. The information contained within such statements is used, not to adjudicate or interpret legislation, but to render a fair and equitable resolution to an impasse in contract negotiations between the parties. The purpose of the impasse procedures is to expedite closure to collective bargaining, not to litigate legal issues. Thus, proceedings before fact-finders and conciliators are, though significant, less formal than proceedings before the Board. Efficiency rather than technicality characterizes the impasse procedures.

Accordingly, when one party has been apprised of a fax number available to another party, then that means of submitting position statements may be used. Unless inaccessibility to the fax by the receiving party is known to the sending party, or the unavailability of the recipient is known to the sender, a party may serve a position statement by fax. In the case at hand, the Township was aware of a fax number available to the Union representative. Indeed, that fax had been used previously to communicate with the IAFF. There is, however, no evidence that the Township was aware that the Union

representative would not be able to receive a fax sent to that number on June 7th or June 8th. In the opinion of this conciliator, then, the fax sent by the Township setting forth its final offer statement was both timely and properly submitted to the Union.

Having addressed the procedural issue and having resolved that the final offers submitted by both the Union and the Township may be considered, the conciliator next addresses the merits of the respective positions of each party on the issues raised. As previously stated, in rendering her award the conciliator has given consideration to the statutory criteria. In addition, the conciliator has reviewed and considered the report and recommendations of the fact-finder, which the conciliator finds to be a reasonable and fair attempt to resolve the impasse.

To the extent there is a discrepancy between a written offer and the testimony presented, the conciliator has deemed the oral testimony to modify the written statement. In addition, where one party has not submitted a proposed change to contract language, such is considered to be acceptance of current language, and the same is set forth as the the final position of such party. Finally, when a party has proposed changes to multiple sections of an article, the conciliator has deemed each section to raise a separate issue. Because different sections address different aspects of contractual commitments, the rationale for accepting or rejecting changes thereto differ. Consideration of the payout section of the sick leave provisions, for example, is quite distinct from consideration of the sick leave notification and usage requirements. Proposed changes to different sections of the Sick Leave article are, accordingly, treated separately and not as a single issue.

B. Issues in Dispute

I ARTICLE 9 VACANCIES AND PROMOTIONS

Although in its written submission, the IAFF has proposed changes to Article 9, in its verbal presentation of evidence, the IAFF indicated an intent to accept the recommendation of the factfinder which was to keep the current language of the contract. In its last offer statement the Township indicated that the present provisions of Article 9 have worked acceptably in the past and there is no need to change the procedures that have been in use for many years. Based on the evidence submitted, then, the conciliator awards the position of the Township which is to retain current current contract language.

II ARTICLE 11 SICK LEAVE

Again, the conciliator finds some discrepancy between the written offer of the IAFF and the presentation of its evidence in which the IAFF acknowledges acceptance of the report of the fact-finder. Some confusion arises due to the different sections involved in the Sick Leave provisions of the Agreement, and the conciliator finds that the only way to approach the sick leave issues is section by section.

Section 5 covers the Payout on Separation. In its last offer on Payout, the IAFF seeks an increase in the caps on sums paid to employees upon resignation. The Township seeks the total elimination of Section 5, paragraph A. In support of its position, the Township argues that payment for unused sick leave is a benefit not generally available in other employment settings, and that resigning employees can transfer unused sick leave to other political subdivisions.

The conciliator finds the payout provision is a benefit previously negotiated by the parties. Thus, the proposal of the Township in this instance constitutes a concessionary demand. In the opinion of this hearing officer, a demand to "take back" a benefit previously negotiated and agreed upon would require some evidence of financial need or hardship on the part of the Township. A claim that the sick leave benefit is "not generally available" does not suffice to justify the termination of benefits presently in place and previously bargained by the parties. In the absence of evidence justifying the need to do so, this conciliator is not inclined to eliminate a benefit previously agreed upon by the parties in the process of good faith bargaining.

In ruling in favor of the Union in the matter of the Payout Section, the conciliator finds that her award is consistent with the recommendation of the fact-finder. The increases set forth by the Union and recommended by the fact-finder are reasonable and conform to percentage increases in wages for succeeding contract years as well as to statutory language on payouts. Accordingly, the conciliator awards the Union language on Section 5 of Article 11.

In the absence of any evidence, however, pertaining to the need for changes in subsequent sections of Article 11, the conciliator rejects the position of the IAFF and, consistent with the Township offer to retain current language, awards in favor of the Township on remaining Sections of Article 11.

III MANPOWER ARTICLE 18

Once again, the written submission of the IAFF differs from its oral presentation on the matter of Manpower. While the Union submitted a written proposal to insert language in Section 1 of Article 18, requiring six full time firefighters per shift, its oral presentation indicates an acceptance of the report of the factfinder and an understanding that the parties shall work towards implementation of new safety standards for firefighters employed by the Township.

As the report of the factfinder clearly rejected the manpower language proposed by the Union, the conciliator determines that in the course of the presentation of its evidence the IAFF has modified its submitted position. No evidence was presented to justify a change in the manning requirement per shift, and the conciliator finds that the final offer of the IAFF was, indeed, acceptance of the report of the fact-finder.

The Township, however, proposes eliminating the provision completely arguing that manning levels are a managerial

prerogative.

Again, the Conciliator notes that while the current language on Manpower imposes a restriction on an inherent managerial right, that restriction has been duly negotiated by the parties. In prior collective bargaining the Township was willing to relinquish its total control over manpower levels and to agree to a minimum of three (3) full time employees on duty for each twenty-four hour tour. Having previously conceded a manning minimum, the Township must now justify its need to modify this agreement. Other than its management rights, however, the Township has not presented any evidence to warrant a change in a previously agreed upon limitation on management authority. The record is devoid of any indication of hardship imposed on the Township because of the manning requirement, suggesting that the proposal of the Township is not based on operational needs but arises from other purposes.

In the absence of evidence justifying a change, the Conciliator awards the position of the IAFF, as modified by its oral presentation. The proposal of the IAFF is deemed an acceptance of the recommendation of the factfinder that there be no changes to Article 18 of the Collective Bargaining Agreement.

IV ARTICLE 19 HOURS OF WORK AND OVERTIME

In dispute on the overtime issue is the rate of pay at which firefighters for the Township shall be compensated for overtime work. Presently, the firefighter is paid $1\frac{1}{2}$ half times the "base rate of pay" for overtime. The base rate of pay is calculated on the basis of a 56 hour work week for firefighters. The Union seeks to change this language so that the calculation is based on a 40 hour work week. The rationale of the firefighters is equity with other Township employees.

The Township, on the other hand, seeks to maintain the longstanding practice of the 56 hour calculation and to incorporate the same into the contract. As firefighters typically do not work a standard work week, the Township argues that the method of overtime calculation is justifiable. Since presently there are no 40 hour employees within the department, the Township argues the potential for inequity in overtime pay within the department is non-existent.

In his report and recommendations, the factfinder determined that overtime ought to be calculated on the 40 hour basis. His recommendation, however, was rejected by the firefighters due to a significant exception attached thereto. Included with the Agreement between the parties in Article 22, Wages, is a Section on Toned Out Alarm Compensation, response to which shall be compensated for as covered by the appropriate overtime rate. The factfinder excluded responses to Toned Out Alarms from the 40 hour overtime rate.

Although the Conciliator understands and concurs with the rationale for overtime compensation at the 40 hour rate, she does not agree with carving out an exception thereto. Overtime is overtime, and it should be compensated at a uniform rate.

Carving out exceptions creates, in the opinion of the conciliator, unworkable disparities. While the Township expressed concern about unnecessary responses to toned out alarms if compensated at a higher rate of pay, the Conciliator is of the opinion that the reverse may occur. Moreover, the Township has the ability to address unnecessary responses should the same, indeed, arise. Thus, the conciliator concurs with the fact-finder that the 40 hour rate is the proper rate of pay for overtime services, but she does not agree with his recommended exception. The Conciliator awards the firefighters language on Section 9, Article 19.

No evidence or testimony was presented as to the changes to Article 19, Section 8 proposed by the Union. In the absence of a justification for the submitted modification, the conciliator has no basis for awarding the same. As to Section 8, Article 19, then, the conciliator awards the position of the Township.

V ARTICLE 22 WAGES

A. LONGVEITY

The parties hereto concur on the dollar increase to be made to Longevity pay as set forth in Section 2 of Article 22. The remaining difference in the positions presented appears to be when longevity shall be paid. In its oral presentation the Union modified its written submission and indicated an acceptance of the report of the factfinder. The recommendation of the factfinder is adaption of the longevity provisions of the Township police. Although the conciliator was not presented with the applicable language, according to the report of the factfinder, the police contract provides "longevity compensation will be paid to each employee in the fourth quarter of each year with the first year's payment under this schedule being pro-rated." Thus, the conciliator finds that this language is the final submission of the IAFF, and she awards the same. The issue was carefully considered by the factfinder who made a recommendation whereby the safety forces in the township receive the same longevity pay.

B. TEMPORARY ASSIGNMENTS

Currently, the Agreement between the parties provides for a differential paid when a firefighter is appointed shift commander for a period of six hours or longer. In its proposals the Union seeks to provide for a differential on an hourly basis. In addition, the Union seeks Firefighter-in-Charge pay for the firefighter so appointed at Station 3. Although the fact-finder rejected the proposal of the Union as to the differential, he did recommend a rate of pay for the firefighter in charge at Station 3. In the proposals before the conciliator, neither party accepted the recommendations of the factfinder pertaining to Station 3.

As to the temporary shift commander, the conciliator concurs with the factfinder in rejecting the position of the Union. Having carefully considered the evidence before him, the factfinder determined the proposal to be "impractical." Nothing

presented to the conciliator would indicate that the factfinder erred in his assessments of this proposal.

The Union proposal to add a second paragraph to Section 3 to provide Firefighter-in-Charge pay for the Class A firefighter so assigned at Station 3 is somewhat more complex. After considering the evidence presented to him, the factfinder concurred that some additional compensation was warranted for the firefighter who assumed the additional duties. Acknowledging that the Township had recognized "the firefighter-in-charge at Station No. 3 merits some additional compensation," the factfinder carefully calculated a daily differential for such duties. In its proposal to the conciliator, however, the Union did not incorporate this rate, but, instead, proposed a "Firefighter-in-Charge" classification without stating a rate of pay. The Township opposes the proposal on the basis that the parties have not agreed upon such a classification.

The proposal of the Union presents the conciliator with a dilemma in that it presupposes a classification and rate of pay. Like the factfinder, and, indeed, the Township, the conciliator understands the rationale for the additional compensation. Some history and background information is associated with the proposal of the Union concerning Station 3. With the reopening of Station 3 after many years of its closure, the parties have discussed the need for a firefighter-in-charge at that location. While additional compensation was never agreed upon, senior Class A firefighters at Station 3 have voluntarily assumed the additional duties associated with the position. These include ensuring timely apparatus responses, equipment checks, completion of station duties and assignments issued by the Shift Captain, as well as keeping the Captain informed of occurrences at the station. Repeatedly brought up in negotiations, the matter of additional pay for the additional duties remains unresolved.

While the conciliator concurs with the propriety of additional pay for additional service rendered, the Union has not presented her a viable proposal for compensating the Firefighter-in-Charge at Station 3. In the absence of a firefighter-in-charge classification and a corresponding rate of pay, the conciliator cannot award the position of the Union in this matter. She emphasizes, however, there is no obligation to perform without compensation. Pursuant to the July 16, 1996 memo of the Fire Chief, acceptance of the additional duties is entirely voluntary. If a firefighter assumes the in charge responsibilities, he/she does so willingly, understanding there is no additional pay.

C. CALL BACK PAY

As to the changes proposed by the IAFF to section 4, Call Back Pay, the conciliator was not provided any evidence or justification for the same, and she, accordingly, rejects such submission. The conciliator notes, however, as did the factfinder, that the call back provisions reference "overtime" which is now to be compensated at the forty (40) hour rate, and not, as the Township seeks, at the (fifty-six) 56 hour

rate. The same is true of Section 6, Toned Out Alarm Compensation. The conciliator awards no changes thereto, but for clarification purposes states that such overtime is now to be compensated at the modified forty (40) hour rate.

D. PARAMEDIC PAY

The conciliator concurs with the recommendation of the factfinder that compensation for paramedic services is warranted. Although the skill acquired by paramedics through grants obtained by the Township may be useful to firefighters in securing secondary employment, such emergency medical skills are increasingly utilized by the Township. Since 1992 the number of EMS responses within the Department has risen dramatically. Moreover, while the Township may cite comparables where no additional compensation is paid to paramedics, the Union counters with its own comparisons justifying its proposal. Finally, the Township theory that paramedic pay will "open the floodgates for additional training to be the basis for additional compensation," is simply not sustained by the evidence. The Union proposal is by no means groundbreaking. Fire departments across the state have been providing paramedic pay for years, and there is no indication such entities have been inundated with demands of pay for similar special skills. A review of the evidence presented justifies the proposal of the Union for paramedic pay.

As the Township has rejected any paramedic pay, the only proposal before the conciliator providing paramedic pay is that of the Union at 2% of the base rate. While the conciliator would have preferred the option of awarding a lower per centage, she is constrained by statute to select from between the offers presented to her. Between no pay at all and the 2% of base rate proposed by the Union, the conciliator awards the position of the Union. The conciliator views the service provided as warranting the additional compensation.

E. WAGES

The proposals of the parties pertaining to a wage increase are relatively close. The Township offers 2.5% for each year of the three year contract while the IAFF proposes 3.5%, 3% and 3%. After careful review and consideration of the evidence presented to him, the factfinder had recommended 3.5%, 3% and 2.5%, or a total of 9% over the three years of the contract. This recommendation appears to be a reasonable assessment of wage settlements throughout the state, as well as a determination as to an appropriate rate increase for this unit. As the conciliator finds the offer of the Union to be substantially closer to the recommendations of the factfinder than that of the Township, she awards the same. Like the factfinder the conciliator finds the per centage increases proposed by the Union to be fairly consistent with increases across the state. Moreover, the 3½%, 3% and 3% increase appears to provide a rate of pay comparable to that of similarly situated fire safety units.

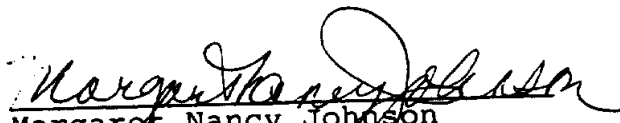
Summary

The award of the conciliator may be summarized as follows:

- I Article 9: No changes to existing language
(Both parties)
- II Article 11
Section 5: Position of the Union
No changes to other sections
(Both parties)
- III Article 18: No changes to existing language
Position of the Union as modified
- IV Article 19:
Section 9: Position of the Union
Section 8: No change
Position of the Township
- V Article 22:
Section 1: 3½%, 3%, 3%
Position of the Union
Section 2: Position of Union as modified
Section 3: Position of the Township
Section 4: Position of the Township
No change
New section: Paramedic Pay
Position of the Union

The conciliator incorporates into the above award all prior agreements between the parties pertaining to this successor agreement.

Respectfully submitted,


Margaret Nancy Johnson
Conciliator

A copy of this Award of the Conciliator has been served the 1st day of JULY 1978 by Express Mail, on John A. Coppeler, Esq., Flynn, Py & Kruse, 115 West Perry Street, Port Clinton, Ohio 43452, and on Andy Drwal, 2nd District Vice President, and Keith Eastman, Local President, 16 State Street, Norwalk, Ohio 44857, and by regular mail on G. Thomas Worley, Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, Columbus, Ohio 43215-4213.