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CONCILIATION AWARD

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

October 27, 1998

In the Matter of :

City of South Euclid)	
)	
and)	Case No. 97-MED-12-1260
)	
South Euclid Fire Fighters)	
Association, IAFF Local 1065)	

APPEARANCES

For the Employer:

Marc J. Bloch, Counsel
Shannon Patton, Attorney
Thomas Cannell, Fire Chief

For the Union:

David Byrnes, President, Northern Ohio Fire Fighters
James Astorino, Staff Representative, Northern Ohio Fire Fighters
Timothy J. Carney, President, Local 1065
James Davis, Treasurer, Local 1065
Dave Csire, Wage and Hour Committee, Local 1065
Michael P. Carney, Vice President, Local 1065

Conciliator:

Nels E. Nelson

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BACKGROUND

The instant dispute involves the City of South Euclid and the South Euclid Fire Fighters Association, IAFF Local 1065. When the parties were unable to agree on a successor to the collective bargaining agreement expiring on December 31, 1997, a Factfinder was appointed. A factfinding report was issued on August 4, 1998 but was rejected by both sides.

The Conciliator was appointed on September 1, 1998. A hearing was held on October 1, 1998 at which time all of the issues were resolved through mediation. The parties, however, opted to have the Conciliator issue the settlement as an award. They agreed that it would be unnecessary for the Conciliator to discuss the arguments and evidence which were submitted in support of their final offers or to present his analysis of the issues.

The Conciliator is required to select one party's offer or the other without modification. The selection between the final offers is based upon the criteria set forth in Section 4117.14(G)(7) of the Ohio Revised Code. They are:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) The interest and welfare of the public, and 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;
- (d) The lawful authority of the public employer;
- (e) The stipulations of the parties;
- (f) Such other factors, not confined to those listed in this section, 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.

ISSUES

The parties submitted 12 issues to the Conciliator. For each issue he will indicate the current contract provision, present the offers of both parties, indicate which offer is selected, and supply the appropriate contract language.

1) Article VII - Uniform Allowance, Section 7.1 - The current contract establishes a uniform allowance of \$675. The city and the union both adopted the Factfinder's recommendation as their final offer. It increases the uniform allowance by \$50 in 1998 and \$25 in 1999 and 2000.

Award - The Conciliator awards the following:

Full-time firefighters shall receive an annual Seven Hundred Twenty Five Dollars (\$725.00) uniform allowance for the sole purpose of replacement and maintenance of uniforms which will be paid in equal installments on March 15 and September 15 of each year. Effective January 1, 1999, the above allowance will be increased to Seven Hundred Fifty dollars (\$750.00). Effective January 1, 2000, the above allowance will be increased to Seven Hundred Seventy Five Dollars (\$775.00).

2) Article VIII - Holidays and Free Days, Section 8.1 - The current contract grants firefighters five tours and eight hours off in lieu of designated holidays. The city offered to add 8 hours as recommended by the Factfinder. The union's revised final offer sought to increase holiday time by 12 hours. The Conciliator awards the union's revised final offer.

Award - The Conciliator awards the following:

In lieu of time off on the designated City holidays a fire fighter is granted 140 hours of time off during the calendar year.

3) Article VIII - Holidays and Free Days, Section 8.3 (New Section) -

The union proposed a new provision which would allow three employees to be scheduled off for free days, vacation time, and holiday time. The city opposed the union's demand.

Award - The Conciliator cannot award the union's demand.

4) Article IX - Vacations, Section 9.1 - The current contract provides for

the following:

<u>Length of Service</u>	<u>Length of Vacation</u>
During 1st year of employment	One-sixth (1/6) week per month to Dec. 31 from date of hire
After 8 years	Three weeks
After 15 years	Four weeks
After 20 years	Five weeks

The city proposes:

<u>Length of Service</u>	<u>Length of Vacation</u>
During 1st year of employment	One-sixth (1/6) week per month to Dec. 31 from date of hire
After 8 years	7 Tours (168 hours)
After 15 years	9 Tours (216 hours)
After 20 years	11 Tours (264 hours)

The union's revised final offer is as follows:

<u>Length of Service</u>	<u>Length of Vacation</u>
During 1st year of employment	One-sixth (1/6) week per month to Dec. 31 from date of hire
After 1 year	5 Tours
After 7 years	7 Tours
After 14 years	9 Tours
After 19 or 20 years*	11 Tours

* Contingent on award of Conciliator in the police dispute.

The Conciliator awards the union's revised final offer.

Award - The Conciliator awards the following:

<u>Length of Service</u>	<u>Length of Vacation</u>
During 1st year of employment	One-sixth (1/6) week per month to Dec. 31 from date of hire
After 1 year	5 Tours

After 7 years	7 Tours
After 14 years	9 Tours
After 19 or 20 years*	11 Tours

* Contingent on award of Conciliator in the police dispute.

5) Article X - Hospitalization, Section 10.1 - The current contract requires the city to provide the QualChoice health insurance plan summarized in the December 1, 1994 hand-out but gives it the right to change carriers. The city proposed that the Medical Mutual Super Med plan be adopted. The union's revised final offer requires the city to make available a hospitalization plan equal to or better than the existing QualChoice plan and permits the city to change carriers and delivery systems only after discussion with it.

Award - The Conciliator awards the following:

The City will make available hospitalization equal to or better than the Qual Choice Plan currently in effect. The City shall have the right to choose an alternative insurance carrier and/or provide other delivery systems, after discussions with the Union.

The City shall create a committee with representatives of the Union to study health care and recommend any benefit changes to both the employer and the Union.

6) Article XI - Wages, Hours, and Overtime, Section 11.6 -
Emergency Medical Technician - The current contract establishes an annual premium of \$250 for firefighters who are certified as EMT's. The union proposed increasing the premium to \$350 in 1998, \$450 in 1999, and \$600 in 2000. The city's revised final offer was to grant firefighters the same increase in EMT pay as the increase in the firearm proficiency allowance granted to police officers by the Conciliator in the dispute between the city and the union representing the police officers. The Conciliator selects the city's revised final offer.

Award - The Conciliator awards the following:

The city shall increase the EMT premium by the same dollar amount as the increase in the firearm proficiency allowance awarded by the Conciliator in the dispute between the City and the union representing the police officers.

7) Article XI - Wages, Hours, and Overtime, Section 11.8, 11.9, and 11.10 - The parties agreed on the Factfinder's recommendation of 4% wage increases effective on January 1 of 1998, 1999, and 2000.

Award - The Conciliator awards the following:

<u>Class C</u>	<u>Start</u>	<u>Six (6) Months</u>			
1998	31,725	32,765			
1999	32,994	34,076			
2000	34,314	35,439			
<u>Class B</u>	<u>Twelve (12) Months</u>		<u>Eighteen (18) Months</u>		
1998	35,885		37,445		
1999	37,320		38,943		
2000	38,813		40,501		
<u>Class A</u>	<u>3 years</u>	<u>5 years</u>	<u>10 years</u>	<u>15 Years</u>	<u>20 Years</u>
1998	43,992	44,547	44,867	45,237	45,617
1999	45,752	46,307	46,627	46,997	47,377
2000	47,582	48,137	48,457	48,827	49,207

8) Article XI - Wages, Hours, and Overtime, Section 11.12 - The current contract requires an employee who is certified and assigned as a paramedic be paid an additional 4% of the Class A third year rate. The city agreed to pay the bonus to a fire prevention officer who is a certified paramedic with the stipulation that he or she can be assigned as a paramedic on a "non-regular basis." The union's revised offer was that a fire prevention officer who is a certified paramedic must be paid paramedic pay and can be assigned as a paramedic on an "unanticipated and non-regular basis." The Conciliator selects the union's revised final offer.

Award - The Conciliator awards the following:

In the event the Fire Prevention officer is certified as a Paramedic, he shall receive the paramedic compensation and the Fire Chief may assign him to paramedic duties on an unanticipated and non-regular basis.

9) Article XVII - Time Trades - The current contract contains procedures governing time trades and the department has an order requiring three paramedics be on duty. The contract also mandates that trades be repaid the shorter of 180 days or the end of the year. The city sought to eliminate the provisions in the contract dealing with trades of time, to require trades be handled in accord with the Fair Labor Standards Act, to limit trades to equally certified and qualified department members, and to restrict trades where three paramedics are not on duty. The union proposed retaining the existing contract language except that the requirement for repaying time trades be the longer of 180 days or the end of the year rather than which ever is shorter. The Conciliator awards the city's final offer.

Award - The Conciliator awards the following:

Employees shall have the right to trade shifts or parts of a shift as long as the trade is in compliance to the Fair Labor Standards Act and as long as a result of the trade the number of paramedics on duty does not fall below three. The employee shall notify the OIC 24 hours prior to the commencement of the time trade except in cases of emergency.

10) New Article - Union Business - The current contract allows for trades of time for union business but does not provide paid leave for union business. The union's revised final offer demanded 48 hours of union leave per year without any carryover. The city presented no final offer. The Conciliator awards the union's revised final offer.

Award - The Conciliator awards the following:

The City agrees to credit the Association January 1 of each year 48 hours for Association business. Such time shall be used at the time designation for the Association President and will be for, but not limited to, meetings, seminars, conferences, or to conduct Union business directly related to the Bargaining

Unit. Any hours not used in a calendar year may not be carried forward into the next year.

11) New Article - Residency - Civil Service rules require city employees to live within 18 miles of city hall. The union proposed that the collective bargaining agreement establish a limit of 25 miles from city hall. The city opposed the union's demand. The Conciliator awards the union's final offer.

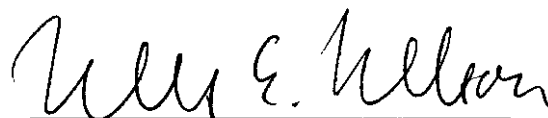
Award - The Conciliator awards the following:

All bargaining unit members are permitted to establish their residence at any point that is within twenty-five (25) miles from South Euclid City Hall. The chief may grant waivers of residency requirements due to hardship.

12) New Article - Compensatory Time - The current contract has no provision dealing with compensatory time. The union demanded that the contract specify that firefighters be allowed to accrue up to 72 hours of compensatory time and be permitted to utilize such time in accord with the Fair Labor Standards Act. The city opposed the union's demand. The Conciliator awards the union's final offer.

Award - The Conciliator awards the following:

Employees of the Fire Department shall accrue up to 72 hours of compensatory time and utilize said Comp Time in accordance with the Fair Labor Standards Act.



Nels E. Nelson
Conciliator

October 27, 1998
Russell Township
Geauga County, Ohio