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**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
CONCILIATION PROCEEDINGS
CASE NO. 99-MED-11-1077**

**ROBERT C. DEVLIN
CONCILIATOR**

In The Matter Of:)	
)	June 30, 2000
Broadview Heights Firefighters, IAFF Local 3646)	
)	
-and-)	
)	
City of Broadview Heights)	

REPORT AND FINDINGS OF THE CONCILIATOR

APPEARANCES:

On Behalf of the Union

James P. Astorino - Staff Representative
Brian Dunlop - Union Representative
Robert Franko - Union Representative

On Behalf of the Employer

Joseph F. Lencewicz - Labor Relations Representative
Leo D. Ippolit - Fire Chief
Joe Fleming - Assistant Fire Chief
Clayton Tober - City Council

PRELIMINARY COMMENTS

The State Employment Relations Board appointed the Conciliator who was duly notified by George W. Albu, Administrator, Bureau of Mediation, by letter on April 4, 2000.

The conciliation proceedings were held at the Broadview Heights office located at 8938 Broadview Road, Broadview Heights, Ohio 44147. The hearing was held on Friday, June 30, 2000.

The Bargaining Unit consists of all members of the full-time Fire Department excluding the Fire Chief. This number is approximately fourteen (14).

Four (4) issues were originally set for conciliation. These were:

Sick Leave

Holidays

Conformity to Law

Compensation

However, Sick Leave and Conformity to Law have been agreed upon by the parties. By stipulation of the parties, these issues will not be addressed in this report.

Along with the testimony and exhibits, consideration was given to the criteria set forth in the Ohio Administrative Rules and the Ohio Revised Code.

The Conciliator would be remiss if he did not compliment the parties on the preparation and presentation of their respective positions and the degree of professionalism displayed throughout the proceedings.

ISSUES AND FINDINGS

Position Of The Union: The Union proposes increasing the Holiday Hours from 144 hours to 168 hours in 2000 and 192 hours in 2001.

The Union directs our attention to the fact that the annual hours of work is affected by three (3) categories, i.e., the average work week, holidays, and vacation time. The position of the Union is based primarily on the average work week (53 hours). This work week is at the top of the list of comparable communities. By increasing the Holiday Hours, the Union feels that the disparity that now exists between Broadview Heights and the comparable communities as to annual hours of work would be narrowed without any change in the compensation schedule.

Position Of The Employer: The Employer proposes that the recommendation of the Fact-Finder should be accepted for the reasons set forth by the Fact-Finder on page 14 of his report. The Fact-Finder recommended that an increase of 12 hours should be made in the Holiday Schedule. The Fact-Finder also recommended that eligibility rules be associated with this increase in hours as in the case in some comparable communities.

Opinion Of The Conciliator: It should be noted that the Union reduced its demand from that which it presented at the Fact-Finding. The Employer, for its part, increased its previous position to that which was recommended by the Fact-Finder.

It is the opinion of the Conciliator that, all rhetoric and exhibits aside, the Union proposal is an attempt to do by indirection that which it apparently could not do by direction, i.e. reduce the 53 hour work week. However, we must focus our attention on the issue in question, i.e., Holiday Hours, and not be distracted by any tangential agenda.

It is further the opinion of the Conciliator that the comparables as to Holiday Hours support the position of the Employer.

Decision of the Conciliator. It is the decision that the position of the Employer is more reasonable and Article XXXV shall read as follows:

ARTICLE XXXV

HOLIDAYS

Section 1. Effective January 1 of each New Year, employees shall be entitled to one hundred forty four (144) hours of holiday pay. Holiday time off may be used in twelve (12) or twenty four (24) hour blocks.

Section 2. If any employee is required to work any of the following holidays, they shall be compensated at one and one quarter (1-¹/₄) times their hourly rate:

New Year's Day

Martin Luther King Day

Easter Day

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Christmas Day

Section 3. For purposes of Holiday Compensation in Section 2 above, the holiday shall be considered as the twenty-four (24) hour period commencing on or about 8:00 a.m. of the Holiday specified in Section 2 above.

Section 4. Effective January 1, 2001, employees shall receive one (1) additional personal holiday of twelve (12) hours in a calendar year period. To be eligible for the personal holiday, the employee must have worked as scheduled during the six (6) of the twelve (12) months of the preceding calendar year. Holiday time off for the personal day may be taken at any time during the year after meeting the eligibility and with prior approval by the Chief. If the time off is not taken, the eligibility lapses without pay.

ARTICLE XXXVI

COMPENSATION SCHEDULE

Position Of The Union: The Union proposes an increase in the Compensation Schedule of 3.75% effective January 1, 2000, and an additional 3.75% effective January 1, 2000.

The Union relies on page 21 of the Fact-Finding report in seeking the effective date of January 1, 2000 for the first increase under the new collective bargaining agreement. The Union contends that any subsequent effective date would be tantamount to a wage freeze.

The Union, however, disagrees with the Fact-Finder's recommendation that the first increase be 3.25%. It points out that the increase granted to the other bargaining units in the City was 3.75%.

Position Of The Employer: The Employer proposes an increase in the Compensation Schedule of 3.25% effective July 1, 2000 and an additional 3.75% effective January 1, 2001.

The Employer draws our attention to the fact that other bargaining units in the city did not receive an adjustment in Holiday Hours. The adjustment in Hourly Hours proposed by the Fact-Finder and agreed to by the Employer is roughly equivalent to ½%.

The Employer vehemently objects to the statement of the Fact-Finder that if a July 1 date is adopted, it shall remain so in perpetuity.

Opinion Of The Conciliator: Interestingly enough, both parties agreed with the Fact-Finding report as to the effective date and extent of the second increase. However, the Union while agreeing with the effective date of the first increase disagreed to the extent of the increase.

It is the opinion of the Conciliator that the Employer is correct in its contention that a July 1, 2000 date followed by a January 1, 2001 date has no binding implications on future negotiations.

It is also the opinion of the Conciliator that the increases are comparable both internally and externally with other bargaining units.

Decision Of The Conciliator: It is the decision of the Conciliator that the position of the City is more reasonable and Article XXXVI shall read as follows:

ARTICLE XXXVI

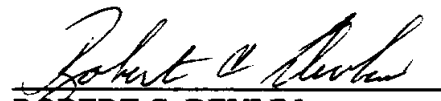
COMPENSATION SCHEDULE

Section 1. Firefighters shall be compensated as follows:

<u>Firefighter</u>	<u>01/01/00 - 06/30/00</u>	<u>(3 ¼%) 07/01/99 - 06/30/01</u>	<u>(3 ¾%) 01/01/01 - 12/31/01</u>
First year of service	\$33,990.00	\$35,095.00	\$36,411.00
Second year of service	\$36,282.00	\$37,461.00	\$38,866.00
Third year of service	\$41,640.00	\$42,993.00	\$44,605.00
Fourth year of service	\$45,210.00	\$46,679.00	\$48,429.00
Lieutenants	\$49,280.00	\$50,882.00	\$52,790.00
Captains	\$51,540.00	\$53,215.00	\$55,211.00

NOTE: Depending upon prior experience and qualifications, an employee may be hired at any of the above steps.

Section 2. When an employee is assigned as Officer-in-Charge, in excess of four consecutive hours, that employee shall receive an additional one (\$1.00) per hour, for each hour he is acting as OIC.



ROBERT C. DEVLIN
Conciliator

Date: July 7, 2000
Fairview Park, Ohio 44126

CERTIFICATE OF SERVICE

The foregoing Report and Findings of the Conciliator was sent on July 7, 2000, by regular U. S. Mail to the following:

George M. Albu, Administrator
Bureau of Mediation
State Employment Relations Board
65 East State Street
Columbus, Ohio 44702

James P. Astorino, Staff Representative
Northern Ohio Fire Fighters
17703 Grovewood Avenue
Cleveland, Ohio 44119-3100

Joseph F. Lencewicz
J. F. Lencewicz & Associates
Suite 303
45 East Washington Street
Chagrin Falls, Ohio 44022



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