

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
FACT FINDING PROCEEDINGS**

**REPORT & RECOMMENDATIONS
OF THE FACT FINDER**

AS ISSUED
April 5, 2001

STATE EMPLOYMENT
RELATIONS BOARD
2001 APR 19 AM 10:32

IN THE MATTER OF:

City of Willowick
(Employer)
-and-
Willowick Firefighters Association
(Union)

SERB Case No. 00-MED-10-1262

APPEARANCES:

On Behalf of the Union:

Michael L. Palumbo	Vice President
Stanley F. Muraski	Treasurer

On Behalf of the Employer:

Tom Grabarczyk	Labor Relations Management, Inc.
Joseph P. Busher	Assistant Fire Chief

**GREGORY JAMES VAN PELT
LABOR ARBITRATION
MEDIATION & DISPUTE RESOLUTION**

*SUITE 409
2550 KEMPER ROAD
SHAKER HEIGHTS, OH 44120*

SUBMISSION

The City of Willowick and the Willowick Firefighters Association, representing the City's approximately seventy part-time firefighters, have had an ongoing collective bargaining relationship culminating in a contract that obtained until December 31, 2000. In accordance with the provisions of Rule 4117-9-05(E) of the Ohio Administrative Code, the undersigned was appointed Fact-finder in the matter, effective on December 1, 2000.

As provided by ORC 4117.14(C)(5), a mutual agreement to extend negotiations for a successor Collective Bargaining Agreement was entered into by the Parties, as well as an agreement to apply negotiated terms retroactively to January, 1, 2001.

During the course of their negotiations the Parties reached tentative agreement on a successor contract. That agreement was rejected by the Association. Attempted settlement of issues at impasse proved fruitless, and the Parties requested the participation of the Fact-finder.

An oral hearing was scheduled on March 22, 2001 in the City of Willowick Administration Complex in Willowick, Ohio. The statutory requirement of pre-hearing position papers was waived by mutual agreement of the Parties, with the express stipulation that no Mutually Agreed Dispute Settlement Procedure or waiver of any other provision of the statutory bargaining process was intended thereby. Prior to an evidentiary hearing, an attempt to mediate issues was made. While tentative agreement was reached as to six (6) outstanding issues, mediation proved fruitless with regard to other remaining proposals. Accordingly, the Parties were afforded an opportunity to present evidence and testimony supporting their respective positions, and the matter was declared closed, as of 6:00 p.m. March 23, 2001.

ISSUES AT IMPASSE

The Parties identified the following issues as remaining at impasse.

1. **Article 4 – Hours of Work**
 - § 2 – Minimum Hours
 - § 4 – New Employee Scheduling – *New contract provision*

2. **Article 17 – Wages and Other Compensation**
 - § 1 – Hourly Wage Rate
 - § 2 – Paramedic Pay
 - § 4 – Incentive System - *New contract provision*

3. **Article 24 – Conversion of Workforce**

STATUTORY CONSIDERATIONS

In weighing the positions presented by the Parties, the Factfinder was guided by the considerations delineated in OAC 4117-9-05(K):

- 4117-9-05(K)(1) Past Collectively bargained agreements, if any, between the parties;

- 4117-9-05(K)(2) Comparison of the unresolved issues 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;

- 4117-9-05(K)(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;

- 4117-9-05(K)(4) The lawful authority of the public employer;

- 4117-9-05(K)(5) Any stipulations of the parties;

- 4117-9-05(K)(6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

BACKGROUND

Bordered by Lake Erie on the north, the City of Willowick is among the westernmost municipalities in Lake County. Its location, contiguous to Cuyahoga County and Cleveland, makes it, in part, a bedroom community of its more urban neighbors. While Willowick is not an affluent suburb, it is financially stable and presents no inability to pay the wage and other increases proposed by the Firefighter's Association.

An entirely part-time cadre of Firefighters presently provides all of Willowick's fire and EMS services. While not unique in Ohio, this arrangement is rare, and as a result the Willowick Firefighters Association includes some seventy bargaining unit members. The City and the Association enjoy a cordial and cooperative collective bargaining relationship that has endured through a succession of Agreements. Nevertheless, the unusual composition of Willowick's Fire Department results in special considerations in their negotiations, and the part-time nature of the organization is an essential element in most, if not all of the issues presently at impasse.

In consideration of this background, the following recommendations are respectfully submitted:

FINDINGS AND RECOMMENDATIONS

Article 4 – Hours of Work

§ 2 – Minimum Hours

City Position:

Willowick asserts difficulty in filling its duty roster, and consequently proposes an increase in the minimum hours of station duty from the current thirty-six (36) hours to forty-eight (48) hours per month.

Association Position:

The Union contends that the current thirty-six (36) hours are sufficient to fulfill the City's staffing needs.

Findings and Discussion:

There is no question that public safety requires a full contingent of six firefighters on each of the employer's three shifts. Testimony and evidence presented likewise indicates that shifts have, in the past, been left less than fully manned. Moreover, the majority of Willowick's part-time firefighters work more than the current minimum. Accordingly, the increase proposed by the City is recommended.

Recommendation:

Increase in the minimum hours required under § 2 from the present thirty-six (36) to forty-eight (48).

§ 4 – New Employee Scheduling – *New contract provision*

City Position:

Maintaining the need to people each shift with the full complement of six firefighters, and citing past difficulties in doing so, particularly during summer months, when vacations and other occurrences reduce available manpower, the City proposes new contract language subjecting firefighters hired after January 1, 2001 to call-out or involuntary assignment of up to ten shifts.

Association Position:

The Union asserts that enforcement of existing disciplinary provisions and other measures would be sufficient to attain full staffing, even during the summer months. Accordingly, the Association urges that the City's proposal in this regard not be recommended.

Findings and Discussion:

Here again, the public's interest in maintaining a full contingent of six firefighters on each of the employer's three shifts is paramount. Further, the safety of bargaining unit members is likely to be jeopardized by inadequate staffing. Certainly, enforcement of existing disciplinary measures against firefighters who abuse the scheduling system would help alleviate much of the problem, in which case, utilization of the administrative assignment provision will prove of limited necessity. However, in the event that it fails to do so, Willowick must be able to meet its staffing needs; the provision is therefore recommended.

Recommendation:

All new employees hired after January 1, 2001 will be required to provide a full-time work schedule. From this group, employees may be scheduled, assigned, or called out to fill openings on up to ten (10) shifts of twelve (12) consecutive hours.

Article 17 – Wages and Other Compensation

§ 1 – Hourly Wage Rate

City Position:

Willowick offers wage increases of 3 ¾ % in each of the Agreement's three contract years, retroactive to January 1, 2001 by mutual agreement of the Parties. In support of this proposal, the City presents evidence indicating Association members are currently the highest paid firefighters among a number of Lake County municipalities and townships.

Association Position:

The Union asserts that no community presented by the City is composed entirely of part-time employees, who do not receive health and other benefits similar to those of full-

time firefighters. Instead, it points to wages paid to the entirely part-time firefighters of an inner ring suburb on Cleveland's southwest side, asserting that they receive a top wage of \$17.23 per hour, plus an additional \$.40 per hour for obtaining and retaining paramedic certification.

Findings and Discussion:

While it is true that the communities presented by the City as comparable do not have entirely part-time fire departments, and represent a range of demographic and political jurisdictions not analogous to the circumstances of Willowick, it is also true that the community pointed to by the Association bears little demographic or economic similarity to the City here. Moreover, coupled with other economic enhancements provided here, the City's offer seems reasonable, if slightly low in the first year in consideration of internal parity and other factors. Accordingly, a 4% increase in the first year of the agreement, followed by a 3 ¾% increase in the base wage rate in each of the following two years is recommended.

Recommendation:

4%-3 ¾ % - 3 ¾ %

§ 2 – Paramedic Pay

City Position:

The City proposes an increase in paramedic pay of \$.15 per hour, to a total of \$1.25.

Association Position:

The bargaining unit believes an increase in those members who have obtained and maintained paramedic certification is appropriate.

Findings and Discussion:

The value of paramedic certification to the employer is appropriately reflected in the increase in differential paid bargaining unit members. The proposal is recommended.

Recommendation:

Increase in paramedic pay of \$.15 per hour, to a total of \$1.25.

§ 4 – Incentive System - New contract provision

City Position:

In an attempt to maintain full manning levels, the City proposes an incentive system providing hourly bonuses for those bargaining unit members meeting certain levels of total hours worked.

Association Position:

The bargaining unit agrees with the concept of an incentive system, but points out certain administrative problems in the levels proposed by the Employer.

Findings and Discussion:

The advantages of an incentive system to encourage increased participation are apparent to both Parties here. However, the levels originally proposed by the City do contain some inequities. Accordingly, modified threshold levels are recommended, according to the following schedule.

Recommendation:

Incentive pay:

- Over 575 hours – additional \$.20 per hour
- Over 875 hours – additional \$.25 per hour
- Over 1175 hours – additional \$.30 per hour

Article 24 – Conversion of Workforce

City Position:

Contemplating a future need to convert from an entirely part-time to a combination part-time and full-time department, Willowick proposes contract language to require that current bargaining unit members be considered for newly created full-time positions, “in the same manner as it considers outside applicants.” In support of this position, the City presents a study of Willowick fire operations commissioned by the Employer, in which,

among other things, it was recommended that current part-time personnel, “compete with outside candidates in a selection process that provides the best candidate(s) to the city.”

Association Position:

The Union argues that current contract language provides adequate assurances that the best candidate will be selected, while still providing recognition of the service of current bargaining unit members. Further, it submits evidence indicating that contiguous or nearby communities give preference of some sort to current part-time employees.

Findings and Discussion:

The conversion of Willowick’s fire and EMS services from entirely part-time to a combination of full and part-time personnel is seemingly inevitable, as the study presented by the Employer indicates. In making this change, it seems equitable that Association members currently serving the community receive some recognition. The City seeks to consider current part-time firefighters on an equal basis with outside applicants, in the interest, it says, of obtaining the best-qualified personnel. Examination of the current contract language indicates that the City retains, as a management right, the ability to establish qualifications and other criteria for new full-time positions. [At CBA Article 24, § 3 (A) and (D)]. Having retained this right, its exercise would seem sufficient to provide, “the best candidate(s) to the city.” Current contract language is therefore recommended.

Recommendation:

Current contract language.

SUMMARY OF RECOMMENDATIONS

Article 4 – Hours of Work

§ 2 – Minimum Hours

- increase from 36 to 48

§ 4 – New Employee Scheduling – *New contract provision*

- Recommended

Article 17 – Wages and Other Compensation

§ 1 – Hourly Wage Rate

- 4% - 3 ¾ % - 3 ¾%

§ 2 – Paramedic Pay

- increase of \$.15 per hour to \$1.25

§ 4 – Incentive System - *New contract provision*

- Over 575 hours - \$.20 per hour

- Over 875 hours - \$.25 per hour

- Over 1175 hours - \$.30 per hour

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Article 24 – Conversion of Workforce

- Current Contract Language

Respectfully submitted, this 5th day of April, 2001
At Lyndhurst, Cuyahoga County, Ohio

Gregory James Van Pelt
Fact-finder
State Employment Relations Board