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FACT-FINDING REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF FACT-FINDING BETWEEN:

THE CITY OF GREENVILLE

CASE NO. 01-MED-11-1100

AND

GREENVILLE PROFESSIONAL
FIREFIGHTERS ASSOCIATION
IAFF, LOCAL 1101

JERRY HETRICK
FACT-FINDER

FACT-FINDING REPORT
AND
RECOMMENDATIONS

FOR THE IAFF:

CHIP FASCHNER	FIRE FIGHTER
TROY WAMBOLD	FIRE-FIGHTER
CRAIG SCHMIDT	FIRE-FIGHTER
MICHAEL HOHLER	FIRE-FIGHTER

FOR THE CITY:

TIMOTHY WERDMAN	LABOR CONSULTANT
JESSICA HARMON	LABOR CONSULTANT
JOHN SCHMIDT	SAFETY & SERVICE DIRECTOR
STEVEN BIRT	FIRE CHIEF

DATE OF ISSUANCE: FEBRUARY 1, 2002

BACKGROUND

This matter came up for hearing on January 18, 2002 before Jerry Hetrick, appointed as fact-finder pursuant to Ohio Rev. Code Section 4117.14. The hearing was conducted between the City of Greenville (City or Employer) and the Greenville Professional Fire Fighters Association, IAFF Local 1101(Association) at the Greenville Municipal Building. The bargaining unit involved in the fact-finding process consists of thirty-one fire fighters, including fire captains.

The unresolved issues set forth in the respective briefs are as follows:

1. Article 13 -----Wages
2. Article (new)-----Longevity Pay
3. Article 15-----Holidays
4. Article (new)-----Personal Days
5. Article 37-----Termination

The fact-finder incorporates by reference into this report and recommendations all resolved and tentative agreements reached between the parties. In making the following recommendations, the fact-finder has reviewed the arguments and evidence presented by the parties both at hearing and in their respective position statements and briefs.

By mutual agreement the fact-finder's offer to initiate mediation was accepted. While mediation was unsuccessful in reaching agreement, the fact-finder accepts the responsibility. It was not due to a lack of effort by either party.

FACT FINDING CRITERIA

In the determination of facts and recommendations, the fact finder considered the applicable criteria required by Ohio Rev. Code Section 4117.14 (C) (4)(e) as listed in

4117. (G)(7)(a-f) and Ohio Admim. Code Section 4117. -9-05(K)(1)-(6). The fact-finding criteria are as follows:

- (1) Past collectively bargained agreements, if any, between the parties
- (2) Comparisons 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.
- (3) The interest 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) Any stipulations of the parties
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute settlement procedures in the public service or in private employment.

FINDINGS OF FACT AND FINAL RECOMMENDATIONS

In its submission position to the fact-finder, the employer proposed a three (3) year agreement effectively eliminating the length of the agreement as an unresolved issue. Accordingly the fact-finder considers that a tentative agreement exists on the length of agreement and its termination. That tentative agreement is incorporated into this report.

At the outset the fact finder notes that the parties are not in agreement regarding the cities to be referenced for comparability purposes. The Association makes external comparisons with the surrounding cities of Piqua, Troy, Urbana, and Sidney. The employer would make the addition of Bellefontaine, Celina, Eton, Kenton, Lebanon, Van Wert, Wapakoneta, and Wilmington. The selection of the additional comparables urged by the employer lies in the fact that like Greenville, these cities are county seats. Greenville's population is smaller than Sidney and Troy but larger than Urbana and is the

fourth largest of the employer's comparisons. Celina is an adjacent county seat as are the Association's comparables of Sidney and Troy.

Neither party presented evidence of external comparisons given the most weight in previous negotiations. In viewing the external comparisons the data reflects that Troy, Sidney, Urbana, and Piqua are the highest paid departments. Troy and Sidney are in adjacent counties but then so is Celina. Greenville's population is smaller than Sidney and Troy but larger than Urbana and is the fourth largest of the employer's comparisons. Celina is an adjacent county seat as is Sidney and Troy cited by the Association. Based on distance Wapakoneta seems as valid a comparable as Urbana. Based on the foregoing, the broader comparison made by the employer has been selected for external comparability purposes.

The proposition exists that internal comparisons have been given significant weight in past negotiations as evidenced by the rates for the Police and Fire Chiefs, Police Lieutenant and Assistant Fire Chief. However no history of the relationship of previous settlements between the employer and other bargaining units was introduced showing internal wage adjustment uniformity.

Issue No. 1 Wages

The Union proposes a three year agreement with wage increases of 6.5% (1st year), 4% (2nd year) and 3 % (3rd year) with an equity increase to bring the fire captain to parity with its like rank in the Police Department, Sergeant.

At the outset of negotiations the Union proposed a three-year agreement with wage increases of 3%-4%-3% plus an equity increase for the fire captains. The Union was subsequently advised by the City of an increase in the City's health care premium costs resulting in an increase in employee health care costs of \$98.64 per month for family coverage and \$22.94 per month for single coverage. The Union's proposal reflects an effort to maintain pay levels and offset the insurance increase. Employees with family coverage would experience a loss of \$1183.68/year or 3.4% for a Step 4 Firefighter and 3.1% for the Step 6 firefighter. Employees with single coverage would experience a loss of \$275.28/year. The Union's statement in its brief that the employer's contribution on the health care plan has decreased from 81% to 71.5% was not challenged for accuracy. The Union notes that the increase in employee costs for health care has resulted in some employees dropping coverage and others changing from family to single coverage.

The Union offered in support of its proposal external comparisons with the Piqua, Troy, Urbana, and Sidney firefighters at the entry, seven (7) years of service, and top of the scale. The Union notes that it has parity with the police department employees except at the Captain's position. In its closing statement the Union pointed out that it took no increase for the first year of the expiring agreement because of the city's financial conditions at that time. The Union introduced the financial conditions of the city in support that such conditions do not exist at present.

Employer Position:

The employer has proposed a three-year agreement with wage increases of 3%-3%-3%. It makes no proposal regarding the equity increase for the fire captains. The employer indicates that the majority of city employees have received a three (3) percent increase for 2002. The employer does not raise the ability to finance or administer the issues proposed. The employer does advance concerns about the future finances of Greenville given the WARN notice of the fourth largest employer, Corning, Inc. The closing of Corning represents approximately a ten (10) percent decrease in total withholdings and 4.8% decrease in tax revenue.

Discussion:

Whether the external comparables selected by the Association or Employer is selected, the evidence shows that the Greenville Fire-Fighters are located at or near the bottom of the wage comparisons. Using the Association's comparables, the Association's proposal does not change the ranking either at the entrance, seven years of service, top, or officer comparison. Using the employer's offer, Greenville is the lowest ranking of its comparables for starting salaries and the middle of the pack for the top salary. It's position is roughly the same when comparing the captain's salary. The relative ranking will not be disturbed no regardless of which offer would be selected. This decision should not be determined only on the basis of the external comparisons.

Both parties have referenced internal comparisons. The Association references internal comparisons in support of its proposal to place the captain's pay on parity with the police sergeant. The Association references internal comparisons for its proposal for personal

days. The employer used internal comparisons by the argument that the majority of city employees have received a three (3) percent increase.¹ Fact-finders generally do not disturb the comparables historically used by parties. If the parties have used a particular set of comparables in the past it is difficult to justify a change in emphasis unless there is a significant change within the bargaining unit v other units. There is no evidence that any change in the duties and responsibilities occurred within the firefighter's job to deviate from internal comparisons to disrupt that relationship. If the external and internal comparisons were the only factor influencing these negotiations, the employer proposal would tend to be the favored proposal.

Other Criteria. This negotiation is overwhelmingly influenced by the increase in the health care premium. It is true that the employer has absorbed an additional \$21,220.68 or 2.38% in health care costs. Equally true is that employees with family coverage (17 of 21) have sustained an eleven hundred eighty-three dollar and fifty-six cent (\$1183.56) loss of income. If the employer's wage proposal were adopted, the first year increase, which averages \$1002.53, is wiped out. If looked at on a percentage basis, the three percent increase is reduced to approximately .6 percent. While these changes are in accordance with the current labor agreement, the result was a revised wage proposal to avoid a reduction in income.

Finding and Recommendation:

The employer proposals coupled with the rise in insurance cost to the employee results in virtually a zero increase in the first year of the agreement. The general fund has historically been at or near \$2,000,000 and is at \$3,645,522 based on the latest information provided the Association. The Employer's Health Care Fund, while negative

¹ Not all units have settled contracts. The Police Unit is also in fact-finding.

for the year, has a positive balance of \$438,931. For 2002 the Employer still will have Corning in its tax base. While the employer is prudent to be looking ahead, it is not in a position where it must do so by essentially providing a zero increase for the bargaining unit. It is recommended that Article 12 provide that wage increase and wages be calculated to reflect a four-and one half (4.5%) percent increase effective January 1, 2002, three (3) percent increase effective January 1, 2003, and a three (3) percent increase effective January 1, 2004.²

Additionally the fact-finder recommends that the fire captain be compensated on par with its counterpart in the police department for the term of this agreement. Currently the fire and police chiefs are compensated at the same level. When the employer created the assistant fire chief position, its salary was made equal to that of the police lieutenant. The firefighters 40 hour rate of \$18.07 compared to the patrol officer's 40 hour rate of \$18.08. Only the sergeant and the captain classification are not comparably paid with the difference in annual earnings favoring the sergeant by \$1,035.60.

The employer made no showing that the responsibilities are so dissimilar as to support the pay differential. As the external comparisons reflect the captain's salary to be below those in the area, both the internal and external comparisons support an adoption of the Association's proposal. It is recommended that the Step 3 annual rate for the Captain be placed on par with the sergeant and that the hourly rate be calculated in its present manner.

Finally, the fact-finder incorporates the tentative agreement of the parties adopting the Association's proposal relating to testing for advancement through pay steps.

² Cost differential between Employer Offer of 3% and fact-finder recommendation on Base Increase of 4%. is attached. Does not include adjustment for captain.

Issue No. 2 Longevity

The Union has proposed a new article providing for longevity pay based on years of continuous service using the employee's anniversary date to December 1st of each year and providing for a payment of between one (1) percent and two (2) percent of annual salary based on that length of service. That proposal is as follows:

Section 1.

- a. Employees who have completed one (1) year but less than ten (10) years of service shall receive a payment of one percent (1%) of their annual salary.
- b. Employees who have completed ten (10) years but less than fifteen (15) years of service shall receive a payment of one and one quarter percent (1.25%) of their annual salary.
- c. Employees who have completed fifteen (15) years but less than twenty-one (21) years of service shall receive a payment of one and one half percent (1.5%) of their annual salary.
- d. Employees who have completed twenty-one (21) years or more of service shall receive a payment of two (2) percent of their annual salary.

Section 2: Continuous years of service will be calculated using an employee's anniversary date. To determine years of service it will be done from the anniversary date to December 1st each year.

Section 3; the longevity pay shall be paid on the scheduled pay period including December 1st.

The Union has proposed a new article providing for longevity pay to compensate bargaining unit members for the extra hours worked in relationship to their counterparts

in the Police Department and based on comparisons with the Cities of Urbana, Piqua, Sidney, and Troy.

Employer Position:

The employer makes no proposal for adding longevity pay to the labor agreement. It argues that its study of comparable cities shows about half have longevity pay while half do not. It points out that longevity pay is not required as its stable workforce argues against the need, that its replacements hired were due to retirements and that longevity pay is not found in other city contracts. Adding longevity pay would expose the city to whipsawing by other unions and is an added cost to the city at a time when it faces the loss of a major employer.

Discussion:

Changes either in pay structures or additional features should occur through bargaining or overwhelmingly be supported by traditional comparisons. That does not appear to be the case here. The external comparison is not so overwhelming that it takes precedence over the absence in the employer's other bargaining units. There is turnover or hiring issue that this form of compensation usually addresses and adds roughly 3.2% of added cost.

Finding and Recommendation:

No recommendation is made to include longevity pay.

Issue No. 3 Holidays

The Union has proposed two changes to Article 15. Specifically the Union proposes that Section 15.1 which defines the holidays be amended to include the following language:

In the event that an act of the President of the United States or the Governor of Ohio designates a day as a federal or state holiday, such day(s) shall be designated as a holiday.

The Union proposes to amend Section 15.3 by the deletion of the following provision:

An employee may elect as provided herein to receive compensatory time in lieu of the Eight (8) hours additional pay for no more than three (3) holidays per calendar year.

The Union notes that the previous agreement provided for twenty-four (24) hours compensatory time when working a holiday to a maximum of three (3) days per year. The union would lift the restriction on compensatory time and allow compensatory time off, if they choose, for every Holiday worked.

Employer Position:

The employer makes no proposal on either increasing the number of paid holidays or lifting the restrictions on compensatory time off citing concerns over coverage& costs

Discussion:

The evidence provided by the Union does not support a need for either increasing the number of holidays or eliminating the cap on compensatory time off. The Union did not present evidence that the number of holidays were deficient. The employer offered a comparison of both holidays and personal days as follows:

Bellefontaine-----	7 holidays plus 3 personal days =	10 days
Celina-----	7 holidays plus 0 personal days=	7 days
Kenton-----	10 holidays plus 0 personal days =	10 days
Sidney-----	10 holidays plus 4 personal days =	14 days
Troy-----	10 holidays plus 1 personal day =	11 days
Urbana-----	10 holidays plus 0 personal days =	10 days
Van Wert-----	10 holidays plus 0 personal days =	10 days
Wapakoneta-----	72 hours off=	= 72 hours
Wilmington-----	10 holidays plus 2 personal days=	12 days

Six of the nine comparable cities cited by the employer have 10 or less holidays and personal days in combination. Troy provides 10 holidays and one personal day, Sidney provides 10 holidays plus 4 personal days, while Wilmington provides 10 holidays plus 2

personal days. Clearly 10 holidays is the prevalent holiday pattern. Where the employer is at or competitive with the area holiday pattern of comparable employers, a fact finder should be hesitant to add to that number, especially when it is dependent upon governmental decisions over which the parties have no control. Note address internals

Finding and Recommendation:

Maintain the current number of holidays at ten.

Issue No. 4 Personal Days

The current labor agreement does not provide for personal days. The Union proposes a new article proposing two days personal leave per calendar year to conduct personal business. As rational, it notes that all other city employees have two personal days per calendar year. It further contends that the need for two days personal leave is supported by the fact that fire-fighters work in twenty-four (24) hour increments and thirteen (13) more hours per week than other city employees and the comparable. The Union points out that Greenville's non-bargaining employees, Water and Sewage, Street, Parks/Recreation Departments enjoy two personal days per calendar year. Equally significant the Union notes that the comparables with which they most closely identify enjoy personal days as follows:

- Greenville Police Department----- 2 days with ability for a 3rd day
- Piqua Fire Department-----2 days
- Troy Fire Department-----2 days
- Sidney Fire Department-----4 days
- Urbana Fire Department-----3 days

Finally, the Union notes that while the city may have to run with minimal manning on occasions but it can be put in place.

Employer Position:

The evidence of the employer establishes that a former collective bargaining agreement contained two personal days of leave per calendar year, which were exchanged for Kelley Days in the 1993-1995 labor agreement. Fire Chief Birt noted that while firefighters were gone from home 13 hours more than the Police Department that was addressed by changing the manning from four to five fighters. Fire Chief Birt testified that while staffing was increased, the city's overtime had also increased.

Discussion:

The evidence shows that the standard work week formerly consisted of two hundred twelve (212) in twenty eight day work period. With this schedule two personal days per calendar year were granted firefighters. In subsequent negotiations the parties bargained for a standard workweek of one hundred fort-four (144) hours in a nineteen (19) day work period. Employees were scheduled one Kelley Day for every third work period. The evidence supports the employer's claim that personal days were bargained away for Kelley Days. The Union now seeks to reverse that bargain without a quid pro quo and add personal days on top of Kelley Days. The Union has not shown that both two personal days plus the accumulation of Kelley Days are part of the internal comparison compensation. While four external comparisons are known to provide Personal Days, Piqua provides no Kelley days and Urbana was unknown. No evidence was presented to demonstrate that other Greenville City employees have both Kelley and Personal Days.

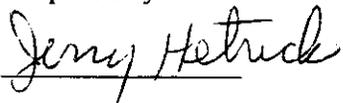
Finding and Recommendation

The fact finder does not recommend the addition of personal days.

Issue No. 5. Termination Date

In their proposals submitted at the fact-finding hearing, both parties proposed three year collective bargaining agreements with a termination date of December 31, 2004. The fact-finder incorporates that tentative agreement into the recommendations.

Respectfully:

A handwritten signature in cursive script that reads "Jerry Hetrick". The signature is written in black ink and is positioned above the typed name.

Jerry Hetrick, Fact-Finder

Dated: February 1, 2002

Attachment A

	Current	@4.5%	Difference
Wage	701,770.22	733,349.87	
Work Comp	20,187.24	21,095.67	
Retirement	161,499.29	168,766.75	
Medicare	8,714.24	9,106.38	
Total	892,170.99	932,318.67	43,676.675 x3yr 131,030.02

1-01-03	@ 3%	Increase over 1-2002	Cumulative Increase
Wages	755,350.36		
Workers Comp.	21,728.488		
Retirement	173,829.75		
Medicare	9,379.57		
Total	960,288.16	27,969.49 x 2 years	55,938.98

1-01-04	@3%	Increase over 1-2003	Cumulative Increase
Wages	778,010.87		
Workers Comp.	22,380.34		

Retirement	179,044.64		
Medicare	9,660.96		
Total	989,096.81	28,808.65 x 1 year	28,808.65
Total Life Of Agreement			215,777.65
Yearly Average			71,925.88
City Proposal			54,608.89
Difference			17,316.99