

HEARING BACKGROUND

The above matter came on for hearing on August 6, 2003 following mediation sessions held on June 5 and 20, 2003, pursuant to selection by the parties. The intent of this Report and Recommendation is to have it become accepted by both parties since conciliation procedures may not be invoked for this part-time bargaining unit comprising approximately fifty-five (55) Firefighters and Lieutenants.

The public employer, a Lake County municipality, is a growing city duly elected public official located in Lake County, Ohio and shall hereafter be referred to as the "Employer" or the "City". The Employee Organization certified by the Ohio SERB to represent this bargaining unit is the Mentor Part-Time Firefighters Association. Said employee organization shall hereafter be referred to as the "Union" or "PTFF".

The hearing was held at the Employer's conference room in city hall. Prior to the start of the hearing both sides timely presented to the Fact Finder their pre-hearing position statements setting forth their respective positions on the thus designated open issues and contract terms, which remained after two days of mediation efforts.

The parties requested no further mediation be attempted since the economic distance between their positions was unusually high. Thus, the number of issues have been pared down to the following level representing the parties' differences.

Prepared and testimonial evidence was allowed to be presented by each side which enabled the proceedings to be dispositive of both sides' position on the open issues.

The PTFF's committee was comprised of President Lt. Frank A. Urankar, Paramedic Kristin J. Wallie, and Firefighter Frank Piazza.

Labor Counsel Michael Angelo had Fire Chief Richard Harvey, Dep. Chiefs Tom Talcott and Bob Searles with him as well as Assistant City Manager Dan Graybill.

After preliminary background discussions the parties proceeded on the record to formally hear the evidence and render this Report and Recommendation for the unresolved terms of the their collective bargaining agreement.

The exclusion of witnesses from the hearing room was not deemed necessary by the advocates, therefore all persons in attendance remained throughout the hearing, free to leave for business purposes if required to do so.

It must be noted that various "packages" were proposed in an effort to be dispositive of all the open issues but such approach

met with no success. The basic wage raise demand and offer are enormously disparate and that cost factor could not bring about a settlement. It also forms the crux of my following recommendations because additional economic items prove to be unobtainable no matter how modest they might be standing on their own and relative to other comparable factors.

RESOLUTION CRITERIA

Although this proceeding was privately arranged the following recommendations take into consideration the factors enumerated in Section 4117.14 (C)(4)(e) of the Ohio Revised Code. These are:

1. Past collectively bargained agreements, if any, between the parties;

2. Comparison of the unresolved issues relative to the employees in the bargaining units 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 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 mutually submitted to agreed upon dispute settlement procedures in the public service or in private employment.

My intent is to deal with the crux of the issues in a direct and forthright manner. The relative positions have been amply demonstrated, argued and studied by the undersigned. I believe the parties understand each others' positions by now. Therefore, I see no need to author a treatise on the subject matter that separates the parties. Since the parties understand their own as well as each others' proposals I will not "pad" this Report by extensive reiteration of same. It is clear to both sides that proceeding to the conciliation phase is not an option beyond this stage.

While I do not profess to have any special knowledge or powers beyond the parties' own, I have weighed the respective presentations and have stated my assessment of the rather unique wage demand situation and make my recommendations in order to

render an equitable result. The parties should also note that the following recommendations shall be enumerated and incorporated along with the tentatively agreed upon collective bargaining agreement items previously reached by the parties so as to form a complete labor contract.

ITEMS FOR RESOLUTION

As a result of the above enumerated procedures the parties presented the following unresolved issues to the Factfinder:

1. Art. 6 RATES OF PAY

EMPLOYER POSITION

The City's position is that the Union's demand is wholly unrealistic in that it is for a twenty-four (24%) per cent raise. Basing this demand on the earnings of the part-time police officer classification overlooks the fact that there are only two such officers employed by the City. The economic consequences for a bargaining unit of approximately fifty-five employees has a far greater impact on the City than do the costs for two part-time policemen.

The Employer offers three years at three and a half (3.5%) per cent in each year. Plus, it offered to roll into the base wage supplemental pay earned by virtue of the number of hours worked in a year or the shift assigned to. By averaging this day time bonus and longevity pay and rolling it into the base rate the Employer's first year wage offer is raised to 5%, to be followed by two years at 3.5% as previously stated.

Also, the Employer feels this pay schedule as proposed compares favorably with the few other part-time units it knows of and internally with other recent contract settlements within the City.

UNION POSITION

The Union wants a wage piece structured akin to what the Mentor Code of Ordinances provides for part-time employees. The classification, "Police Officer-Special" is compensated at pay grade 13. The Union is adamant that this switch be obtained so as to elevate the unit to a wage level equal to the service it provides to the City and its citizens.

The Union described its viewpoint as being something long overdue and earned by the level of professionalism and dedicated firefighting skills developed by this bargaining unit. The PTF states its case for the increases it seeks on its worth to the

City. Said value is derived from the unit's training, performance and necessary certifications required of its members.

RECOMMENDATION

I suggest adopting the City's position for a number of reasons but primarily because the Union demand would spend an inordinate amount of money, unlike any wage raise granted in this State for as long as I can recollect. Judging by comparable settlements internally as well, Mentor has not placed this unit in a position which compels recommending a 24%¹ pay increase by virtue of past wage freezes or dramatic increase in duties, education or work performance difficulties. The Employer's offer is ahead of average wage increases in Ohio today and made in a fiscally responsible fashion. In as much as the test of a good compensation program is its ability to both attract and retain competent employees, this offer moves to uphold that concept and also recognizes the important service and dedication of these firefighters. In addition, this wage raise shall not be retroactive in accordance with the Employer's offer.

Being part-time employees, this unit does have the right to strike and cannot continue on to Conciliation. If that result comes about it will not be because a meaningful offer was not made to them. On the other hand, if this bargaining unit is convinced that withholding their services from the City is justified on account of not receiving such a record pay increase, they could take their chances as economic strikers and risk being replaced or having their part-time classification discontinued.

The foregoing wage determination delineates the scope of this entire Report and Recommendation. While it goes without saying that to grant the Union's wage demand would make its additional economic proposals prohibitive, nonetheless, the City has made a more comprehensive offer and is willing to treat to a number of additional economic improvements over existing fringe benefit levels.

Because of this, and in an effort to bring about a contract settlement, I hereby recommend all of the City's other proposals which increase an existing benefit. Correspondingly, all other proposals, unless otherwise stated, are rejected.

The recommended items, besides WAGES, are:

Art. 6.1 (b) reduce the bonus hours threshold to 2,000 hours

¹ The Union counters this percentage of increase with a calculation placing the cost of its wage demand in a range between 20 to 24%.

annually from 2,080 hours;

Art. 7.6 HOLIDAY PAY: add New Year's Day;

Art. 9.3 (c) INCIDENTAL UNIFORM EXPENSE: increase to \$50.00 for employees working between 500 to 1900 hours annually and \$100.00 for employees working less than 2000 hours annually;

Art. 10.1 PARAMEDIC PAY: recommend increasing it to \$1.25 per hour for all hours worked for length of the contract;

Art. 10.3 EMT A PAY: increase to \$.75/hr. for the length of the contract;

Art. 10.4 RUN PAY-DRILL PAY: rejected;

Art. 10.5 DAYTIME BONUS; rejected;

Art. 10.6 LONGEVITY PAY: no increase over current levels;

Art. 10.8 STATION DUTY INCENTIVE PAY: increase to \$.25 in 1st yr; .30 in 2nd yr. and .35 in yr. three;

Art. 10.11 RETIREMENT SAVINGS INCENTIVE: rejected-this is a legally prohibited item;

Respectfully submitted this 23rd day of September, 2003 at Strongsville, Ohio.



Dennis E. Minni
Fact Finder

