

SERB Case No. 03-MED-02-0102

Date of Hearing:

October 29, 2003

Representing the Employer:

Patrick Hire, Account Manager
Clemans, Nelson and Associates, Inc.
Ralph C. Wise, Safety Service Director
City of Fostoria

Representing the Union:

Jason J. Root, President of IAFF, Local 325
Roy Hollenbacher, Ohio Association of Professional Fire Fighters
James Walters, IAFF Local 325
Warren Robert Digby, IAFF Local 325

Fact Finder:

Raymond J. Navarre

The hearing was held at the City of Fostoria Administration Building. The hearing started at approximately 9:25 am and concluded after 1:00 pm.

Note that for purposes of identification in this document, the City of Fostoria and their representatives will be referred to as the Employer and IAFF Local 325 and their representatives, will be referred to as the Union.

BACKGROUND

SERB Case No. 03-MED-02-0102 includes all uniform employees in the classification of fire fighters, fire lieutenants and fire captain. There are approximately 23 employees involved in the unit.

The appointing authority is the Mayor of the City of Fostoria. The department and its employees are responsible for fire suppression, fire prevention and emergency medical services for the city.

The parties have met to negotiate 10 times from February to October 2003.

It is to be noted that the parties agreed to a Tentative Agreement but when presented to the Fostoria City Council, it was rejected.

At the beginning of the Fact Finding the representatives agreed to be sworn and were sworn. The Fact Finder provided time at the beginning for the parties to negotiate.

UNRESOLVED ISSUES

Note, there is a disagreement between the parties as to what are the unresolved issues, and therefore I have listed which party considered the issue unresolved.

No. 1	Article 7	Wages	Both parties
No. 2	Article 10	Sick Leave	Both parties
No. 3	Article 22	Uniforms and Personal Property	Both parties
No. 4	Article 19	Longevity	Employer
No. 5	Article 32	Layoff and Recall	Employer
No. 6	Article 33	Duration	Employer
No. 7	New Article	EMS Incentives	Employer

FACT FINDING CRITERIA

In determining the facts and making the recommendations contained in this document, the Fact-finder considered the applicable criteria as required by the Ohio Revised Code Section 4117.14 and the Ohio Administrative Code Section 4117-9-05. These criteria are:

- (1) Past collectively bargained agreements, if any between the parties;
- (2) Comparison of 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, 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;
- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties; and,
- (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.

ADDITIONAL CRITERIA

In addition to the criteria listed above, the Fact Finder will use the Comparables submitted by the parties, their position statements, background materials presented, as well as historical and chronological events that have implications in respect to the issues being considered.

FINDING of FACT and RECOMMENDATIONS

The unresolved issues submitted by the Union and the Employer to the Fact Finder will be considered in what follows.

The finding of fact will be presented for each issue, followed by the Fact Finder's recommendation in respect to that issue. When applicable, the recommended language for the Agreement will be given. The Fact Finder's report needs to be considered in its entirety as to the overall effect on the parties and their bargaining positions. In particular, issues having an economic impact need to be considered in totality because one will affect the others. For example, wages will affect and be affected by a clothing allowance.

UNRESOLVED ISSUES

Unresolved Issue No. 1

Article 7 WAGES. Section 7.1. Rates and Section 7.2. Step Increases

The Employer's final offer is:

No wage increase in 2003

One percent (1%) effective June 1, 2004

One and one quarter (1.25%) effective June 1, 2005.

The Employer's position is based on the Comparables presented, the limited ability for the City to pay for any increases at this time, the fact that the City of Fostoria is continuing to lose jobs, the Fire Department is already receiving many more benefits than the rest of the City's employees, economic increases already granted to the Fire Department, morale issues with other employees in the City if such increases asked Union were given and the EMS incentives being offered.

The Union proposes to increase salaries by three percent (3%) as of June 1, 2003, three and one half percent (3 ½ %) as of June 1, 2004 and three and one half percent (3 ½ %) as of June 1, 2005.

The Union bases their position on the Comparables submitted, internal City employees wage increases, increased run/work volume due to the implementing of the EMS services into the Fire Department, ongoing annexation by the City, the Levy passed, and an increased coverage area with service outside the City limits coming from the expanded EMS services.

The Fact Finder, in evaluating the arguments and facts presented, feels there is a need for a wage increase but realizes and takes into account the Employer's financial situation, its wage increases to other employees in the past, the implementation of the EMS services into the Fire Department and other considerations.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Fact Finder's recommendation is that the Collective Bargaining Agreement in **Article 7, Sections 7.1, and Section 7.2**, the wage increases and step increases shall be as follows.

June 1, 2003, an increase of two percent (2%) in the wage rate,
June 1, 2004, an increase of two and one half percent (2 1/2 %) in the wage rate and
June 1, 2005, an increase of three percent (3%) in the wage rate. These increases are to be incorporated into Addendum A of the present Collective Bargaining Agreement. The Steps listed in the Addendum shall remain the same as in the present Agreement with the increases listed above.

The increases for the EMS personnel will also be addressed in Unresolved Issue 7, EMS Incentives. However, the Fact Finder will make his recommendation at this point because it is so closely connected to the wage issue. The recommendation is that the step increase for First Responders shall be two percent (2 %) above their current step of Fire Fighter pay, for EMT-Basics shall be three percent (3 %) above their current step of Fire Fighter pay, for EMT-Intermediates, certified before June 1, 2003, the step increase shall be four percent (4 %) above their current step of Fire Fighter pay and for Paramedics the step increase shall be five percent (5 %) above their current step of Fire Fighter pay.

These increases are to be incorporated into Addendum A of the present Collective Bargaining Agreement. The increases are applicable to all the persons covered by the Agreement. The format of the above may follow the format in the current Collective Bargaining Agreement at the agreement of both parties or another format agreed to by the parties.

Unresolved Issue No. 2

Article 10 SICK LEAVE. Section 10.1. Accural

The Employer proposes to move the payout of accumulated sick leave from the end of the calendar year to the beginning of the next year. The Employer wishes to make this change because the cost involved occurring at the end of the fiscal year is less conducive to the City's cash flow. The payout occurring in the first pay period of the following year is much more conducive. In addition, the City adds that all other City employees are now being paid any sick leave cash out after the first full pay period following January 1st.

The Union's position is to continue with the wording of the present Collective Bargaining Agreement. The Union says that their members depend on this payout to deal with the expenses involved with Christmas and the Holidays.

The Employer's proposal does not ask for any financial reduction in the payout but approximately a month's delay in the payout. This delay would not seem to place a great burden on its members. Considering the arguments and positions of both sides, the Fact Finder makes the following recommendation.

RECOMMENDATION

In the opinion of the Fact Finder the Employer has proved there are financial concerns and problem with the finances of the City. Further, the Fact Finder feels that consistency in respect to all the employees in the City has value. After considering the findings of fact above and the statutory criteria, the Fact Finder's recommendation is that the language of the Collective Bargaining Agreement in **Article 10, Section 10.1.** shall be changed to: All sick leave accumulated over 960 hours will be paid to the employees on the first pay period after January 1st of each year

Unresolved Issue No. 3

Article 22 UNIFORMS and PERSONAL PROPERTY. Section 22.1. Uniforms

The Union proposes that the clothing allowance be raised to \$700.00 for each fire fighter each year. It further proposes that when the City orders a new uniform item to be part of the uniform, and the new item makes the old uniform item obsolete or the new item is an additional item, within a year of the date of the order, the City shall furnish the new item without charge to the uniform allowance. Payments shall be on an annual basis for January 1st through December 31st.

The Union bases this proposal on the rising costs of uniforms, and an expectation of more contamination to the uniform from EMS runs. Also, internal Fire Department

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Comparables and internal Safety Forces Comparables support this proposal. Finally, this item was in the Tentative Agreement.

The Employer rejects the proposal because the \$500.00 reimbursement program ensures that the fire fighters can purchase uniforms in a tax-exempt basis, giving them more purchasing power. The Comparable giving the employees higher amounts of uniform payments are giving the money to the employees and the money is taxed. The Employer says that the Union has given no evidence that an increase in the uniform allowance is warranted. The Employer, at no cost to the employees, supplies all new uniform items. Finally, the Union agreed in the Tentative Agreement for no increase in the uniform allowance for 2003 and 2004.

Considering the above arguments of both parties, the Fact Finder feels there is a need for an increase but not of the magnitude proposed by the Union. Certainly with the addition of EMS runs there will be more contamination of the uniforms and therefore greater expenditure.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Fact Finder's recommendation is that the Collective Bargaining Agreement in **Article 22, Section 22.1**, shall be as follows.

Effective June 1, 2003, Management shall provide a uniform allowance of Six Hundred Dollars (\$600.00) for each fire fighter per year to furnish or replace required uniforms.

New fire fighters shall be fully equipped with a uniform only during their first year on the force. Management, at no cost to the fire fighter, shall supply all new uniform items.

Unresolved Issue No.4

Article 19 LONGEVITY. Section 19.1. Schedule

The Union proposes the wording of the Tentative Agreement. Basically, the Union's position is that there was a tentative agreement on this issue, and therefore it was already settled then and should be so recognized and accepted now.

The Employer proposes to retain the language of the current Agreement. It supports this position by noting that all City employees are on the same longevity schedule and no increase is necessary now. Also, the Employer says the increases proposed by the Union in the longevity schedule is a percentage of the wages and therefore is an automatic rollup.

It is to be noted that the Union's proposal is not just an increase in the amount of the Longevity Bonus, but also an increase in the steps of the schedule. The Tentative Agreement would add a step after both 22 years and 26 years of service. The Longevity Bonus would be ten percent (10%) for 22 years and eight percent (8%) for 26 years of service. The increases would be a percentage of the base salary.

The Employer offered exhibits to substantiate the Longevity schedule for other City employees.

The Fact Finder does not see a need at this time to increase the number of steps in the Longevity Schedule. Also, the Fact Finder's recommendation takes into account the financial situation of the Employer and the Longevity Bonus for the other City employees. The Fact Finder recommends the following.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Fact Finder's recommendation is that the Collective Bargaining Agreement in **Article 19, Section 19.1**, remain the same as in the present Agreement.

Unresolved Issue No. 5

Article 32 LAYOFF and RECALL. Section 32.2. and Section 32.3.3

The Union is seeking the wording of the current contract.

The Employer proposes that the Paramedics in the Fire Department be put last in the layoff order to ensure there be a proper number of certified employees.

The Employer's argument is based on a need for the success of the EMS service in the Fire Department. The success of the EMS service would generate revenues. The Employer states that only the newest employees of the Fire Department have desired to become paramedics and therefore would be the first to be laid off.

The Fact Finder understands the Employer's position. However, the Fact Finder feels this item should have been addressed when EMS services were implemented into the Fire Department. Also, the proposal, in the opinion of the Fact Finder, is very divisive for the employees of the Fire Department and would greatly affect the morale of the department. Finally, the Fact Finder feels there are other means to address the issue rather than changing seniority. The Fact Finder's recommendation is as follows.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Fact-finder's recommendation is that the Collective Bargaining Agreement in **Article 32, Section 32.2,** and **Section 32.3,** remain the same as in the present Collective Bargaining Agreement.

Unresolved Issue No. 6

Article 33 DURATION. Section 33.1.

The Union proposes that the Agreement is for three years effective June 1, 2003.

The Employer proposes that the Agreement should be effective upon signing for three years and expire on May 31, 2006.

The Employer's argument is that it is seeking no wage increase in 2003 and therefore there is no need for the Agreement to become effective earlier than the signing.

The Fact Finder notes that the duration of the contract has more implications than the wage increase. The Fact Finding covers other issues than wages. Finally, the proposal by the Employer has some implications concerning the period between the expiration of the present contract and the date a new Agreement is signed. These are not addressed in the proposal.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Fact Finder's recommendations is that the Collective Bargaining Agreement duration be three years, effective June 1, 2003 and continue in full force until May 31, 2006. The wording of the Collective Bargaining Agreement in **Article 33, Section 33.1,** should contain these dates and in all other aspects remain the same as the present Agreement.

Unresolved Issue No. 7

New Article EMS INCENTIVES

This issue is covered under Unresolved Issue No. 1 on page 5 of this document.

To reiterate, the recommendation for the step increase for First Responders shall be two percent (2%) above their current step of Fire Fighter pay. For EMT-Basics the step increase is three percent (3%) above their current step of Fire Fighter pay. For EMT-Intermediates, certified before June 1, 2003, the step increase shall be four percent (4 %) above their current step of Fire Fighter pay. For Paramedics the step increase shall be five percent (5 %) above their current step of Fire Fighter pay.

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The wording of this additional Article shall be as follows.

ArticleX EMS NCENTIVES

Section 1. All employees of the City of Fostoria covered by this Agreement who hold a current State of Ohio Certification as a Paramedic, EMT-I, EMT-B, or First Responder shall maintain this certification for the life of the contract. If an employee no longer wishes to maintain the certification or to renew it, permission shall be requested from the Safety-Service Director in order to assure that the necessary number of certified personnel is maintained.

Section 2. The Employer agrees to pay the following incentive rates to the bargaining unit employees, who are so certified. To receive the incentive rates, the employee must be certified by the State of Ohio for that level. The incentive increases are:

For First Responders two percent (2%) above their current step of Fire Fighter pay, for EMT-Basics three percent (3 %) above their current step of Fire Fighter pay, for EMT-Intermediates, certified before June 1, 2003, four percent (4 %) above their current step of Fire Fighter pay and for Paramedics five percent (5 %) above their current step of Fire Fighter.

Section 3. Should an employee fail to maintain the certifications listed above, such employee shall not be eligible for the applicable incentive rates in **Section 2.** of this article. An employee shall only receive the highest incentive rate for which the employee is eligible.

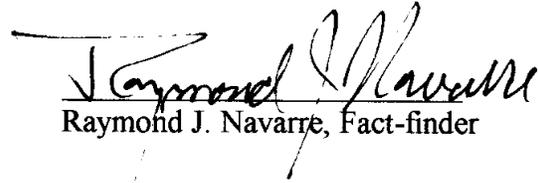
This concludes the Fact Finding Report and Recommendations.


Raymond J. Navarre, Fact-finder

Dated November 10, 2003

CERTIFICATE OF SERVICE

Originals of the foregoing Fact Finding Report and Recommendations were served upon Jason J. Root, International Association of Firefighters, President Local 325, 233 W. South St., Fostoria, Ohio, 44830 and upon Patrick Hire, Account Manager, Clemans, Nelson & Associates, 417 North West St., Lima, Ohio 45801-4237 and upon Dale A. Zimmer, Administrator, Bureau of Mediation, Ohio State Employment Relations Board, 65 East State St., 12th Floor, Columbus, Ohio 43215-4213, by regular mail, this 10th day of November, 2003.


Raymond J. Navarre, Fact-finder

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