

Factfinding Report and Recommendations

In the matter of Factfinding

Between the City of Marion

And

International Association of Firefighters Local 379

SERB Case No. 03-MED-02-0108

MARCUS HART SANDVER, Ph.D.
Factfinder

Hearing Date: March 19, 2003

Decision Date: April 2, 2003

Representing the City

Mr. Dale Osborn
Safety Service Director
City of Marion
Marion, OH

Mr. Larry Hartley
President IAFF 379
Marion, OH

I. Introduction

This case evolves out of a collective bargaining dispute between the City of Marion (the City) and the IAFF Local 379 (the Union) over the negotiation of a collective bargaining agreement which will expire March 31, 2003. The parties have met several times during the late fall of 2002 and early winter of 2003, but have not come to an agreement on several issues. Through mutual agreement of the parties Marcus Hart Sandver was chosen from the list of names supplied by SERB as the factfinder.

II. The Hearings

A. Attendees

The hearing was convened by the factfinder at 9:00 a.m. in the County Convention Center Conference Room in Marion on March 18, 2003. The parties were informed by the factfinder that the hearing would be conducted in conformity with the rules promulgated for such proceedings as found in O.R.C. 4117 and associated administration rules as developed by S.E.R.B.

The following persons were in attendance at the hearing. For the City of Marion:

1. Dale Osborn Safety/Service Director, Chief Spokesperson
2. Al Gruber Fire Chief
3. Steve Pyles Human Resources Director
4. Dan Stover Director of Aviation

The following persons were in attendance at the hearing for the IAFF:

1. Terry Bowdre F.F. Captain
2. Adam Fetter F.F./Medic
3. Rob Cowell Platoon Chief/Medic
4. Kevin Hill Firefighter
5. Larry Hartley Union President, Chief Spokesperson

B. Exhibits

The parties were asked to submit joint exhibits. No joint exhibits were submitted.

The parties were asked to submit individual exhibits into the record. The following were labeled as City exhibits:

1. City Exhibit #1 City of Marion Police and Fire Wage and Benefit Comparison
2. City Exhibit #2 Ohio 1998 Occupational Wage Survey Report
3. City Exhibit #3 “Has the IAFF Involvement with the City Benefits Committee Saved the City Money?”
4. City Exhibit #4 City of Marion General Fund Revenues and Expenses 2000-2006 (Projected)
5. City Exhibit #5 “Has the City of Marion seen increased run volumes as a result of annexation as purported by the IAFF?”
6. City Exhibit #6 Accrual Balances for Marion Firefighters for vacation, sick leave, compensatory time and Holiday time

The following were labeled as union exhibits:

1. Union Exhibit #1 Union Prehearing Statement and Accompanying Multitabbed Notebook
2. Union Exhibit #2 Marion City Fire Department Seniority List as of November 16, 2002
3. Union Exhibit #3 DEP Procedures Manual Revised March 18, 2002. Appendix E. Annual Medical Examinations
4. Union Exhibit #4 Marion FOP Blue Unit. Article 17. Wages

III. The Issues

1. Issue One. Article 16. Salaries

A. Union Position

The Union position on this issue is for a 4 percent increase in salaries each year for the life of the contract. The union also proposes an increase in the pension pick-up from the current 6 percent to 8½ percent.

In support of its position the union cites cost of living increases, internal safety forces comparables, external fire department comparables and the City's financial status.

B. City Position

The city position on this issue is to provide a 3 percent increase in firefighter's salaries each year for the 3 year life of the contract. In support of its position the City provides data on wage increases given to the FOP units, the AFSCME units, the Steelworker's Units and external comparables of firefighter's salaries in Delaware, Newark, Lancaster, Mansfield, Sandusky, Findlay, and Marion Township.

C. Discussion

The city has a very strong argument that firefighter's wages in Marion are not only comparable to wages in the comparison cities but in fact are at the top of the list for firefighters with more than 4 years experience. The internal comparables seem to be generally 3 percent with a variance in the FOP blue and gold units that carry a smaller "up front" increase but which factor in a higher pension pick-up.

The firefighters main argument is that the City is quite sound fiscally and that the City has the ability to fund the wage raise suggested by the IAFF. To my mind this line of reasoning is not nearly as persuasive as the external comparability data provided by the City.

D. Recommendation

That wages be raised by 3 percent per year for each year of the agreement.

Pension pick-up to remain at 6 percent.

2. Issue Two. Article 17. Work Day and Week

A. Union Position

The union position on this issue is to maintain status quo on this issue with the addition of some new language negotiated in mediation.

B. City Position

The City position on this issue is to insert a sentence in the article which would allow the Chief to change a firefighter's schedule from a 48 hour week to a 40 hour week (5 days @ 8 hours) in situations where an employee is in a light duty situation or in a transitional work program.

C. Discussion

I understand the union's concern about the need to maintain a stable work schedule for its members. I could also see that in cases involving transition to work or return from injury that a 40 hour 5 day schedule may be appropriate. The safe guards are in place against abuse of the Chief's discretion to change scheduling by requiring the physician's permission and by referencing return to duty from an injury.

D. Recommendation

I recommend the language proposed by the City regarding the 40 hour week for those returning to work from an injury be included in Article 17.

3. Issue Three. Holidays. Article 23 and 24

A. Union Position

The union position on this issue is to agree to eliminate the non-accumulating holidays but to retain Article 23 holidays at the status quo.

B. City Position

The City position on this issue is to reduce the number of holiday hours provided to firefighters. Presently, firefighters with 0-3 years of service receive 120 hours of holiday time, those with 4-7 years receive 168 hours, those with 8-18 years receive 216, those with 19-22 receive 288 hours and those with over 23 years receive 336 hours. The City proposal is to provide 115 hours of holiday time to all firefighters regardless of length of service. The City position would also allow firefighters to sell back 90 holiday hours each year.

In support of its position the City cites comparability data from the FOP and AFSCME units in the City of Marion. The City also cites comparability data from Lancaster, Sandusky, Delaware, Mansfield, Lima, Newark, Findlay and the Township of Marion.

C. Discussion

The City is proposing a dramatic change in the holiday provision of the agreement. It does appear from the data that firefighters in Marion receive a considerable amount of holiday time – more than the FOP and AFSCME units and more than firefighters in other communities. There is undoubtedly a reason for this seemingly anomalous holiday benefit received by the firefighters; probably the result of a trade off made in collective bargaining years ago. As such this benefit has a history to it – one traced out in prior negotiations and prior collective bargaining agreements. While this benefit may be difficult to justify through comparability arguments it can be justified as part of the basic work rewards exchange relationship that has existed between the City and the IAFF over a considerable period of time. As such, I am hesitant as a factfinder to recommend any drastic changes to this article. Changes of the nature the City is suggesting need to come through negotiations not third party intervention.

D. Recommendation

Article 23 remain unchanged.

Article 24 be eliminated.

4. Issue 4. Injury with Pay. Article 27

A. Union Position

The union position on this issue is to maintain status quo in Article 27 with the addition of a proviso that the parties need to mutually develop a transition to work policy that would be added to the CBA as an MOU.

B. City Position

The City position on this issue is to require that employees on injury with pay status be required to perform transitional work assignments with the approval of the employee's physician. The City proposal further requires that employees who have been granted injury with pay status and who have not returned to assigned duties within one year would be terminated.

C. Discussion

As mentioned earlier in issue 2 (work week) I believe the City should have some flexibility in adjusting firefighter's schedules to accommodate a return to work following an injury. A negotiated transition to work program would be in the interests of both parties. As a result I would recommend the maintenance of the status quo on Article 27 with the recommendation that the negotiation of an MOU between the firefighters and the City describing and outlining the transition to work program be included in this article once it is completed.

D. Recommendation

Article 27 be amended to include language proposed by the firefighters that a transition to work program be negotiated by the IAFF and City and be incorporated into

the CBA as an MOU at some later date. It is further recommended that no firefighters schedule be altered (as recommended in Article 17) until such an MOU has been negotiated.

5. Issue 5. Educational Achievement. Article 32\

A. Union Position

The union position on this issue is to raise the educational achievement pay to \$1.00 as of 4/1/03, \$1.10 as of 4/1/04 and \$1.20 as of 4/1/05. The union bases its position on educational attainment pay on the volume of paramedic runs that are made in Marion each year.

B. City Position

The City's position is that there be no change made to this provision of the agreement.

C. Discussion

The union's own data show that Marion already is at or near the top in Educational Attainment Pay comparable to surrounding cities. I can't see the justification for the proposed increase.

D. Recommendation

Educational Achievement Pay remain at 90 cents per hour for the duration of the agreement.

6. Issue 6. Minimum Manning. Article 33

A. Union Position

The union position on this issue is to maintain current contract language and to add a provision to Article 33 that 2 officers be on duty at all times and that the union be notified if any attempt is made by the City Council to reduce current levels of staffing.

B. City Position

The City position is to amend Article 33 such that there is no longer a required complement of 65 firefighters in the MFD.

C. Discussion

There was little substantive discussion at the hearing that would compel the factfinder that this article needs to be changed. This provision has been in effect for a long time and no evidence was produced that it has proved problematic to either side.

D. Recommendation

That Article 33 remain unchanged.

IV. Certification

This factfinding report and recommendations was based upon evidence and testimony presented to me at a factfinding hearing I conducted in Marion, Ohio on March 19, 2003.

A handwritten signature in cursive script, reading "Marcus Hart Sandver", is written over a horizontal line.

MARCUS HART SANDVER, Ph.D.

Columbus, OHIO

4/2/2003