

2005 MAY 16 P 12: 02

**IN THE MATTER OF FACT-FINDING  
BETWEEN**

<b>CITY OF WILLOUGHBY</b>	)	<b>CASE NO. 04-MED-02-0144</b>
	)	
<b>AND</b>	)	<b><u>FINDINGS</u></b>
	)	<b>AND</b>
	)	<b><u>RECOMMENDATIONS</u></b>
<b>INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2291</b>	)	

**JAMES M. MANCINI, FACT-FINDER**

**APPEARANCES:**

**FOR THE UNION**

**James Astorino, President, Northern Ohio Fire Fighters  
Thomas Hanculak, Attorney**

**FOR THE CITY**

**Tom Grabarczyk, Consultant  
Ray Rogowski, Finance Director**

## **SUBMISSION**

This matter concerns fact-finding proceedings between the City of Willoughby (hereinafter referred to as the City or Employer) and the International Association of Fire Fighters, Local 2291 (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding proceedings were held on February 28 and April 18, 2005.

The fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceeding, this fact-finder attempted mediation of the issues at impasse. The issues remaining for this fact-finder's consideration are more fully set forth in this report.

The bargaining unit involved herein included all firefighters, lieutenants and captains. There are approximately thirty-nine employees in the bargaining unit.

The fact-finder in rendering the following findings of fact and recommendations of the issues at impasse has taken into consideration the criteria set forth in Ohio Revised Code Section 4117(G)(6)(7). Further, this fact-finder has taken into consideration all reliable evidence presented relevant to the outstanding issues before him.

## **1. WAGES**

The Union proposes wage increases of 3.25% in 2004; 3.25% in 2005; and 3.25% in 2006. The wage increases would be effective on April 1<sup>st</sup> of each year. The City proposes that effective on April 4, 2004, employees employed on the ratification of the Agreement shall receive an increase in the base wage of 2%. The City further proposes that on April 3, 2005, employees receive an additional increase of 2%. On April 2, 2006, wage schedules are to be increased by 2% under the City's proposal.

The Union contends that its wage proposal is reasonable and would be in line with the average wage increases provided to firefighters in neighboring jurisdictions. The Union points to wage increases of 3% and 4% granted to Willoughby Hills firefighters for 2005 and 2006 as well as the 3.25% increases which the Wickliffe firefighters will receive for those years. The Union further cites the recent fact-finder's report involving the City's police bargaining unit wherein it was recommended that there be 3.25% wage increases for each year of the contract. Likewise, the Union's proposal here reflects the increases recommended by the fact-finder in the police unit case.

The Union submits that the City has the ability to fund its proposed wage increases. According to the Union, the City is simply unwilling to provide the average type increases for this bargaining unit. The Union maintains that the evidence does not show that the City has the inability to pay the wage increases which it has proposed. There has been no layoff of employees or reduction of services. The Union notes that the City had approximately a 3 million dollar General Fund carryover balance at the

beginning of the current year. Contrary to the Employer's claim, the City is not facing any immediate financial difficulties.

The Union acknowledges that the City has experienced a downward trend in its year-end General Fund balances in recent years but this fails to demonstrate that the City does not have the ability to pay the wage increases sought here. The Union notes that surrounding communities are experiencing similar trends in their economic situations but they have provided the typical average wage increases to their firefighters. The Union maintains that the City of Willoughby's approach is an attempt to balance its budgetary problems on the backs of the employees. Again, the evidence shows that the City has the ability to pay for the Union's proposed wage increases.

The City contends that it does not have the ability to fund any wage increase beyond that which it has proposed herein. The City is projecting its fifth straight year of deficit spending for 2005. In the previous year, 2004, the City spent \$1,887,100 more from its General Fund than it took in. There has been a significant downward trend in the carryover balances in the General Fund since the year 2000 when the City ended the year with a \$6,359,692 carryover. For the year 2004, the City ended with a carryover balance of only \$3,016,260.

Moreover, the City points out that its income tax collections have actually declined in recent years. Income taxes received in 2004 were much lower than that received in the year 2000. Income tax receipts are now at levels below that which were received in 1998. Moreover under the State's proposed 2005 budget, the City anticipates

a cut in local government funding by about 20%. Most significantly, the City points out that its expenditures for salaries and healthcare costs have increased dramatically in recent years. The City reiterates that it simply does not have the ability to finance the kind of wage increases sought by its employees.

The City further points out that its firefighters are among the highest paid locally or in the State of Ohio. As a result, wage increases grow exponentially here. The City notes that according to a recent SERB wage settlement report, there has been a significant decline in the kind of wage increases which public sector employees have received in recent years. The City also contends that the wage comparisons cited by the Union are not comparable with respect to the cities of Willoughby Hills and Wickliffe because those communities are not experiencing the kind of financial difficulties facing the City of Willoughby. Finally, the City points out that it has rejected the fact-finder's report in the police case. It reiterates that the wage proposal submitted herein of 2% in each year of the Agreement for the firefighters is more than reasonable considering the financial crisis facing the City.

ANALYSIS – This fact-finder would recommend wage increases of 2% effective April 4, 2004, 2.5% on April 3, 2005, and an additional increase of 3% on April 2, 2006. It would be appropriate to provide that the retroactive increases to April 1, 2004 and April 1, 2005 be given to employees employed as of the date of ratification of the Agreement. This recommendation is based in large measure on recognition that the City is facing possible financial difficulties and for that reason the average type of pay

increases which the Union seeks would not appear to be appropriate at this time. On the other hand, with the recommended salary increases over the term of the three year Agreement, the City of Willoughby firefighters will be able to retain their relatively high ranking with respect to comparable wages in the area.

The evidence before this fact-finder clearly shows that the City is experiencing financial difficulties due to a decline in income tax revenue and a significant increase in expenditures especially with respect to salaries and healthcare costs. The City is projecting its fifth straight year of deficit spending for 2005. In the year 2004, the City spent \$1,887,100 more from its General Fund than it took in. Income tax collections for 2004 declined by approximately \$500,000 from the previous year and now are at levels below which were received in 1998. Due to a stagnate economy in northeast Ohio, the City of Willoughby like others in the area does not anticipate any income tax growth in the near future.

On the expenditure side, it was shown that wages and benefits costs have grown at a significant rate during recent years. Salaries have increased from a total cost of 9.5 million dollars to 11.2 million dollars from the year 2000 to 2004. During this same time, healthcare costs have increased from 1.2 million dollars to 1.9 million dollars. Most significantly, as a result of the dramatic rise in expenditures and the leveling off of income tax revenue, the City has seen its year-end General Fund carryover balances decline over recent years. In the year 2000, the City ended its fiscal year with a \$6,359,692 carryover. However for year-end 2004, the carryover balance had declined to

\$3,016,260. Considering such evidence regarding the financial difficulties facing the City, this fact-finder has concluded that the City lacks the resources needed to finance the type of average wage increases which the bargaining unit here has seen in the past. Rather, a more modest approach must be taken with respect to salary increases so that the City of Willoughby does not end up with a depleted cash reserve and the need to drastically reduce costs.

On the other hand, it is apparent that the City's firefighters will remain among the top paid in the area with this fact-finder's recommended increases of 2%, 2.5%, and 3% over the term of the Agreement. The current top salary for a Willoughby firefighter is \$60,286. That is the highest in comparable jurisdictions in the region. With the recommended wage increases, it is apparent that the Willoughby firefighters' wages will remain higher than firefighters' wages in Wickliffe, Mentor, Willoughby Hills, Painesville, and Mentor on the Lake. Even when total compensation received by the firefighters is considered, including such items as paramedic pay and longevity, the City of Willoughby firefighters will continue to have one of the highest total compensation packages in the area.

This fact-finder finds that it is appropriate to recommend a 3% wage increase effective April 1, 2006 for the bargaining unit because it is anticipated that at that time the City should realize certain increases in revenue resources. In particular, the City recently began to charge residents for EMS emergency services. Currently, the collections from the EMS billing program is running at about \$178,000. It was shown

that other cities in the area have likewise instituted programs for EMS services. The City of Brook Park for example has realized over one-half million dollars annually in additional revenue from EMS billing charges to its residents. There was every indication that the City of Willoughby should likewise see a dramatic increase in EMS billing revenue over the next two years. Moreover, there is an indication that new housing developments will also increase revenue for the City in the near future.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that there be general wage increases as follows:

#### **WAGES**

Effective retroactive to April 4, 2004, employees employed on the date of ratification of this Agreement shall receive an increase in base wages of two percent (2%).

Effective retroactive to April 3, 2005, employees employed on the date of ratification of this Agreement shall receive an increase in base wages of two and one-half percent (2½ %).

Effective April 2, 2006 – three percent (3%) increase.

## **2. INSURANCE**

The City proposes to modify the current fixed monthly employee co-pay to 12% of total monthly premiums to become effective on December 1, 2004. The City further proposes contract language which would allow it to modify benefit levels at its discretion following consultation with the Labor/Management Committee if total premium increases exceed 12% from one renewal year to another. The Union proposes that effective December 1, 2004 employees should be required to contribute towards premiums in the amount of 8%, not to exceed \$36 per month for single coverage and \$94 for family coverage. In addition, the City shall cause to be implemented the current Healthcare Plan as a Qualified Plan under Section 125 of the Internal Revenue Code. Finally, the Union proposes the establishment of an Insurance Task Force consisting of City as well as bargaining unit representatives which would meet at least once a month for the purpose of exploring alternative health plans or cost saving measures.

The City contends that its proposal is appropriate considering the rather dramatic increase in healthcare costs in recent years. In particular, the City cites the fact that it saw an approximate 17% overall increase in its health insurance program during the past year. As a result, its request that employees contribute 12% towards healthcare costs is reasonable under the circumstances.

The City cites health insurance comparables for Lake County which it claims supports its position. SERB's Health Insurance Report on Ohio's Public Sector further

indicates that employees contribute about 11% towards the cost of a single plan and approximately 12% of the monthly family premium. Moreover, 70% of public sector employers require their employees to pay a portion of the cost of a family medical plan. Currently, the contribution by Willoughby firefighters is \$21 per month for single coverage and \$42 per month for family coverage.

The Union takes the position that a balance has to be struck between the wage rate increase and the health insurance adjustment. The Union proposed to accept such a modification in healthcare employee contribution based upon that which was recommended by the fact-finder in the police case. In that matter, the fact-finder recommended that employees contribute 8% towards healthcare premiums.

The Union further cites comparables showing that healthcare taskforces can be beneficial to the parties. In the cases involving the cities of Lyndhurst and North Olmsted, healthcare taskforces have been utilized to dramatically improve the health insurance benefits. At the same time, healthcare costs including employee contributions towards premiums have declined due to the analysis made by the taskforces in those cities. The Union urges this fact-finder to allow bargaining unit employees to have the right to provide input into the selection of healthcare benefit plans in the future with an attempt to reduce costs for everyone concerned.

ANALYSIS – This fact-finder upon review of the evidence presented has determined that it would be reasonable to provide that bargaining unit employees are to pay 8% of their monthly health insurance premiums. Based upon current healthcare

costs, this would mean that firefighters would pay approximately \$94 per month for family coverage and about \$35 per month for single health insurance coverage beginning on December 1, 2004 which was the renewal date for the current healthcare plan.

This fact-finder finds that such a modification in the employee premium co-pay is warranted due to the rather dramatic increase in healthcare costs experienced by the City. The evidence showed that for the current year, the City's healthcare costs increased by approximately 17%. This continued a trend in recent years of double-digit insurance cost increases for the City.

Moreover, SERB's annual report on the cost of health insurance in Ohio's public sector indicates that the monthly employee contributions average about \$36 and \$103 for single and family coverages, respectfully. This amounts to a contribution of about 11% of the cost of a single plan and 12% for the monthly family premium. As can be seen, the recommendation made herein is less than the average health insurance contributions paid by public sector employees throughout the State of Ohio. In addition, a review of the Lake County health insurance comparables provides further support for the recommended 8% employee contribution in this case.

This fact-finder further recommends that an Insurance Task Force be established to explore cost saving measures or alternative health plans. This fact-finder believes there is evidence to the effect that joint labor/management efforts have assisted parties in achieving "win-win" solutions for the rising healthcare cost problem. As was noted, in

the cities of Lyndhurst and North Olmsted, healthcare task forces have been utilized with dramatic improvement to the benefit provided as well as lowering health insurance premiums for the employees involved. It is only reasonable to establish an Insurance Task Force where employees like the Willoughby firefighters here must contribute a significant amount of their salary towards premiums.

Finally, this fact-finder cannot make any recommendation based upon the information provided with respect to the Union's proposal that the current Healthcare Plan be implemented as a Qualified Plan under Section 125 of the Internal Revenue Code. As the City indicated, it simply cannot make the current healthcare plan a Qualified Plan under Section 125. It would appear that this is the kind of issue which would need to be addressed by the newly established Insurance Task Force.

This fact-finder also does not recommend the City's proposed contract language which would allow it to modify benefit levels at its discretion if total premium increases exceed 12% from one renewal year to another. There were no comparables cited which show that such broad language has been included in other firefighters' contracts. There simply was insufficient basis established by the City for its proposal. Again, it is recommended that an Insurance Task Force be established which could address the concerns raised by the City with respect to rising healthcare costs.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that the Insurance Provision be modified as follows:

## **INSURANCE PROVISION**

26.03 – Effective December 1, 2004, employees will be required to reimburse the City through payroll deduction the amount applicable to the program in which they participate amounting to eight percent (8%) of the total premium for single and family coverages.

26.03(a) – The City shall establish an Insurance Task Force consisting of one representative from each of the City's bargaining units and one or two representatives of the Employer. The Task Force shall meet at least once a month, if practical, for the purpose of exploring cost saving measures and/or alternative health plans. The committee shall make recommendations regarding healthcare coverage and such recommendations shall be presented to each bargaining unit as well as the City Administration for their review and consideration.

### **3. HOLIVAC**

The Union proposes to provide an additional tour of duty off for personal use. The City is opposed to any change in the current article.

The Union contends that an additional tour of relief from duty is a reasonable request under the circumstances. The Union points out that at the beginning of negotiations, it proposed to reduce the workweek from the current 49.8 hours to a 48 hour per week schedule. However in recognition of the City's economic condition, the Union withdrew its request for a shorter workweek. As a result, it would be appropriate to provide an additional tour of duty scheduled off for personal use in this case.

The City maintains that Willoughby firefighters receive more paid time off than other employees. In particular, the firefighters get more vacation and holiday time off than the police unit. Moreover, current leave policies insure that minimum manning requirements are met without requiring automatic overtime to cover for the firefighters' time off. The City submits that there simply was no basis established for the Union's proposal that firefighters be provided with an additional tour of duty scheduled off for personal use.

ANALYSIS – This fact-finder would recommend that firefighters be provided with an additional one-half tour of duty scheduled off under the Holivac Provision. Currently, firefighters receive 6.5 tours which are considered as compensation for holidays. It is the recommendation herein that effective upon the date of the execution of

the Agreement in 2005, an additional one-half tour of duty or twelve hours be added as compensation for holidays in the Holivac Provision.

This fact-finder has determined that the comparable evidence submitted with respect to other jurisdictions in the area supports the recommendation for an additional one-half tour of duty off with pay for firefighters in the City of Willoughby. As indicated under the Holivac Provision, it is specifically provided that 6.5 tours are to be considered as compensation for holidays. In comparison, the City of Eastlake provides for seven tours of duty off which includes one tour for personal use. Likewise, the cities of Mentor and Painesville also provide their firefighters with seven tours of duty off for holidays. As a result, when such a comparison is made, it becomes evident that an additional one-half tour off for Willoughby firefighters to be considered as compensation for holidays is warranted.

Moreover, this fact-finder has taken into consideration several other factors in making the recommendation for an additional one-half tour off for the firefighters. First as the Union noted, it had initially proposed to reduce the workweek from 49.8 hours per week to a 48 hour per week schedule. However in recognition of the City's economic condition, the Union withdrew its request for a shorter workweek. Instead, the Union has presented a reasonable request here for additional time off. Also as previously discussed, this fact-finder under the Wage Provision has recommended salary increases which fall below that which have been provided to the firefighters in the past. In making such a recommendation, this fact-finder has taken into consideration the City's projection that

once again for 2005, it will engage in deficit spending. Therefore under the circumstances presented, this fact-finder finds that it would be appropriate to provide the bargaining unit with an additional one-half day tour of duty off in order to compensate them at least in part for the reduced salary increases which they will receive. Again, it should be reiterated that holiday comparisons with other jurisdictions in the area provide further support for this fact-finder's conclusion that it would be appropriate to provide firefighters with additional time off.

**RECOMMENDATION**

It is the recommendation of this fact-finder that the Holivac Provision be modified to provide for an additional one-half day or twelve hour tour of duty off for firefighters as more fully set forth below.

**ARTICLE XIX, HOLIVAC**

19.1	<u>Length of Employment</u>	<u>Holivac Tours 2004</u>	<u>Holivac Tours 2005-2006</u>
	Less than 1 year	½ tour/month worked prior to January 1 <sup>st</sup> .	½ tour/month worked prior to January 1 <sup>st</sup> .
	1 through 4 years	10.5 tours	11 tours
	5 through 9 years	13.5 tours	14 tours
	10 through 14 years	15.5 tours	16 tours
	15 through 19 years	18.5 tours	19 tours
	20 or more years	20.5 tours	21 tours
19.2	Of the tours above referenced, effective in 2005 seven (7) tours shall be considered as compensation for holidays.		

#### **4. SELECTION OF TIME OFF**

The Union proposes that Section 19.3 be modified to provide that Selection of Time Off would allow for up to four members of the bargaining unit to schedule time off in any combination of Holivacs, Kelly Days and/or Compensatory Time. The City is opposed to any change in the current provision which provides that selection of Holivac shall be done in accordance with an agreement between the Chief and members of the bargaining unit.

The Union argues that the current practice places unreasonable restrictions on the selection of time off. It maintains that its proposal would simplify the procedure. The Union notes that there are situations when the City refuses to allow four firefighters off. Under its proposal, four firefighters can be scheduled off in any combination of Holivac.

The City takes the position that current leave policies are designed to ensure that minimum manning requirements are met without the need for overtime to cover for firefighters' time off. Moreover, the current system allows all employees the opportunity to schedule accrued time off. The City points out that the provision offered by the Union is not found in other firefighter agreements.

ANALYSIS – This fact-finder does not recommend that there be any change in the current Section 19.3 provision of the Agreement. That is, the selection of Holivac shall continue to be done in accordance with departmental policy. There was insufficient basis established for making any change as proposed by the Union.

This fact-finder finds that the current leave policy is reasonable in that it ensures that minimum manning requirements are met in the department without requiring automatic overtime to cover for the firefighters' time off. In effect, employees are permitted to schedule paid time off in a manner that does not create overtime. It is apparent that the change which the Union has proposed which would allow for up to four members to schedule time off in any combination of Holivacs, Kelly Days and/or Compensatory Time could have cost implications for the City. At a time when the City is facing continued deficit spending and a leveling off of tax revenue, such a proposal would not be justified. As a result, this fact-finder does not recommend any change in the current policy or Section 19.3 of the Agreement with respect to the employees' selection of Holivac time off.

### **RECOMMENDATION**

This fact-finder recommends that there be no change in Section 19.3 or the current policy with respect to the scheduling of firefighters' time off.

#### **19.3 HOLIVAC (SELECTION OF TIME OFF)**

Current language, No change.

## **5. COURT LEAVE**

The City proposes to modify the current Court Leave Provision whereby employees would be granted leave with pay in cases where they are a witness on behalf of the City of Willoughby in matters directly relating to their job duties. The City's proposal also makes it clear that employees would not be entitled to court leave when appearing in court for criminal or civil cases or when the case is being heard in connection of an employee's personal matter. The Union opposes any change in the current Court Leave Provision.

The Employer contends that the current provision grants employees court leave even if the employee is involved in a lawsuit against the City. The Employer takes the position that court leave should not be granted to employees who are subpoenaed to attend an unfair labor practice hearing pending before the State Employment Relations Board. In such a case where the employee is not acting as a witness on behalf of the City of Willoughby, court leave should not be granted.

The Union takes the position that the current Court Leave Provision should be retained because it has not caused any problems for the City. An employee should not be penalized if they are subpoenaed by SERB as a witness in a pending unfair labor practice case against the City.

ANALYSIS – This fact-finder does not recommend any change in the current Court Leave Provision. There was insufficient evidence presented to support the City's proposed modification to Article 17. Moreover, it appears to this fact-finder that the

suggested change proposed by the Employer is not needed because the current language specifically provides that leave without pay is to be granted to employees only if their court appearance is as a witness in matters directly relating to their employment with the City. It should be noted that the fact-finder in the police unit case also did not recommend the City's proposed modification of the Court Leave Provision.

#### **RECOMMENDATION**

It is the recommendation of this fact-finder that there be no change in the current Court Leave Provision.

**ARTICLE 17, COURT LEAVE** – Current language, No change.

## **6. RESIDENCY**

The Union proposes language whereby employees who abide by the residency requirement would not be excluded from the department's call back policy. The City opposes the Union's proposal to add language to the Residency Provision.

The Union contends that all employees should be eligible to respond to emergency call backs. The Union notes that the City changed the departmental procedure during the term of the Contract to exclude some employees from being eligible to be called back for emergencies. The Union's proposal gives all employees equal opportunity to respond to such emergency call backs.

The City maintains that the department's current emergency call back procedure is reasonable and should not be subject to change. The current procedure provides that whenever a call back is necessary, it first shall be restricted to personnel residing in the City of Willoughby or a contiguous community. Thereafter, all firefighters would be eligible with no residency restriction. The City argues that it is appropriate to first offer emergency call backs to those firefighters who have to travel less than forty minutes in responding to such an assignment.

ANALYSIS – This fact-finder would not recommend any change as proposed by the Union to the Residency Provision. There was insufficient evidence established to support the Union's proposal to set forth language in the Agreement which would prohibit the department from excluding certain firefighters from the call back policy. It simply was not shown that the current forty minute travel time restriction placed on

firefighters for emergency call backs is unreasonable. To the contrary, the City was able to show that the current policy adopted by the department with respect to emergency call backs is reasonable and should be retained.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that there be no new language added to the Residency Requirement Provision as proposed by the Union with respect to emergency call backs.

### **RESIDENCY (EMERGENCY CALL BACKS)**

Current language/Current policy – No change.

## **7. WORKWEEK**

The Employer proposes to change the start time to 0700 hours instead of the current 0800 hours. The Union opposes any change in the starting time for full-time firefighters.

The City maintains that its part-time employees in the department commence their shifts at 7:00 a.m. The proposal is to allow the department to have all of its manpower including full-time firefighters commence their shifts at the same time.

The Union opposes any change in the current 8:00 a.m. starting time for the full-time firefighters. There is no need to change the full-time firefighters starting time simply to accommodate part-time employees.

**ANALYSIS** – This fact-finder does not recommend any change in the current Workweek Provision. There was insufficient basis established for the City’s proposed change in the start time to 0700 hours for full-time firefighters. Absent any compelling reason to make such a change, this fact-finder would recommend that the current starting time of 0800 hours be retained.

## **RECOMMENDATION**

It is the recommendation of this fact-finder that there be no change in the starting time as proposed by the City.

**ARTICLE XXI, WORKWEEK** – Current language, No change.

## **8. OVERTIME**

The Union proposes to amend Section 22.8 by adding holidays when an on-duty firefighter will be paid time and one-half for hours worked. The Union proposes to add Labor Day in 2005 and then Memorial Day in 2006. The City is opposed to any change in this article.

The Union contends that neighboring jurisdictions provide a greater number of premium holidays than that given to Willoughby firefighters. The Union's proposal is reasonable in that it will gradually increase the number of holiday premium days over the term of the Contract. The current provision only allows employees to receive holiday premium compensation for three major holidays, namely Christmas Day, Thanksgiving and Independence Day.

The City maintains that it cannot afford to provide firefighters with additional holiday premium days. It notes that it was only in the last contract that the employees for the first time were given entitlement to receive holiday premium compensation for three major holidays. The City also points out that the police unit also receives only three holidays which are paid on an overtime basis.

ANALYSIS – This fact-finder does not recommend any change in the current Premium Paid Holiday Provision. There was insufficient basis established to justify the addition of two premium paid holidays as proposed by the Union. The current three premium paid holidays received by the firefighters is the same as that which the police

unit receives. Moreover, any additional holiday premium days would have cost implications for the City.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that there be no change in the number of premium paid holidays as proposed by the Union.

### **OVERTIME**

#### **Section 22.8 (NUMBER OF PREMIUM PAID HOLIDAYS)**

Current language, No change.

## **9. ACTING PAY**

The Union proposes to amend Article 15.6 to compensate any employee working in a higher classification for four or more hours at the “B” rate for that classification for those hours worked. The Employer countered by proposing to modify the current section to grant payment to the firefighter who is assigned to be in charge of the station for a twelve hour period who would then be compensated at the “B” rate of the Lieutenant’s rate schedule.

The Union maintains that any firefighter who accepts extra responsibility and duties should receive additional compensation for that assignment. The Union’s proposal provides that compensation be at the lower rate of the higher classification.

The City maintains that the current provision should be retained which provides additional compensation to those firefighters at Station 2 who are assigned to be in charge of the station for a twelve hour period. The City is opposed to the Union’s proposal to have firefighters receive out of class pay at its main station where there is always a higher ranking officer present.

**ANALYSIS** – This fact-finder does not recommend the Union’s proposal to amend the Acting Pay Provision. There was insufficient evidence presented to support the Union’s proposal. It appears that the current provision which provides for acting pay for a firefighter who is assigned to be in charge of a station is reasonable. The only modification which is recommended herein is that which the City itself has proposed to Section 15.6. That is, it would be recommended that the provision be modified to grant

payment to firefighters assigned to be in charge of the station for a twelve hour period who would be compensated at the “B” rate of the Lieutenant’s rate schedule. It would be appropriate that the Acting Pay Provision continue to be applicable only to firefighters assigned to be in charge of Station 2.

### **RECOMMENDATION**

This fact-finder does not recommend the Union’s proposed amendment to Article 15.6. It is however recommended that the provision be modified to grant payment to firefighters who are in charge of the station for a twelve hour period at the “B” rate of the Lieutenant’s rate schedule.

### **SECTION 15.6, (ACTING PAY)**

When no officer is assigned to a respective station and a firefighter is assigned to be in charge of the station for a twelve (12) hour period, the firefighter shall be compensated at the “B” rate of the Lieutenant’s rate schedule.

## **10. LONGEVITY**

The Union seeks a new Longevity Provision which would provide for \$250 of additional compensation to firefighters after five years of service with increases of \$50 per year thereafter. The City opposes any new Longevity Provision.

The Union cites comparable cities in the area which provide their firefighters with longevity pay. Most of those jurisdictions have longevity pay provisions which actually exceed that which the Union has proposed here.

The City claims that this is a cost issue which simply cannot be provided at the current time. Moreover, it is apparent from the comparable data submitted that the City of Willoughby firefighters receive total compensation which exceeds just about every other jurisdiction in the area.

ANALYSIS – This fact-finder does not recommend a new Longevity Pay Provision. The evidence presented fails to support the Union’s proposal for longevity pay for the firefighters. Comparables indicate that even without longevity pay being provided, Willoughby firefighters receive total compensation which ranks above most firefighters in the region. Moreover as discussed previously, the City is currently facing financial difficulties and for that reason longevity pay for firefighters should not be considered at the present time.

**RECOMMENDATION**

It is the recommendation of this fact-finder that there be no new Longevity Pay Provision as proposed by the Union.

**LONGEVITY PAY** – No new provision.

## **11. DURATION**

The Union seeks to have included in the Duration Provision waiver language which would allow a duly appointed conciliator to increase rates of compensation retroactively to April 1<sup>st</sup> of the prior year. The City opposes the inclusion of such language in the firefighters' Contract.

The Union points out that the police contract has a provision under the Duration Article that states that the March 31, 2006 expiration date would not preclude a conciliator from granting any retroactive wage increase to April 1, 2006. The firefighters point out that they encountered difficulties during these negotiations regarding retroactive pay increases to April 1, 2004.

The City counters by stating that it agreed during these negotiations to provide for retroactive increases in wages to April 1, 2004. As a result, the City does not see any justification for placing the kind of language sought by the Union into the Duration Provision here.

ANALYSIS – This fact-finder has determined that there was a basis established by the Union for including the same waiver type language in the firefighters' Contract as that which is found in the City's agreement with the police bargaining unit. That provision provides that the parties agree that the March 31, 2006 expiration date shall not prohibit the bargaining unit from receiving any retroactive wage or economic increase to April 1, 2006 from a duly appointed conciliator. This fact-finder finds that in order to prevent the retroactive pay issue from once again becoming a contentious issue for the

parties, it would be best to include waiver language like that found in the police agreement in the firefighters' Contract here.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that waiver language as proposed by the Union regarding retroactive pay be included in the parties' Agreement as follows:

#### **DURATION**

36.3 (new) – The parties agree that the March 31, 2006 expiration date shall not prohibit the bargaining unit from receiving any retroactive wage or economic increase to April 1, 2006 from a conciliator pursuant to Section 4117.14(G)(11) of the Ohio Revised Code.

## CONCLUSION

In conclusion, this fact-finder hereby submits the above recommendations on the outstanding issues presented. He further incorporates into his recommendations herein all tentative agreements reached by the parties.

MAY 12, 2005

  
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