

STATE EMPLOYMENT  
RELATIONS BOARD

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

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CITY OF ALLIANCE, OH

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\* Case No.  
\* ~~04-MED-02-0145~~  
\* 05-MED-02-0145  
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-and-

ALLIANCE PROFESSIONAL FIREFIGHTERS  
ASSOCIATION, IAFF , LOCAL 480

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FACT-FINDING REPORT AND RECOMMENDATION

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## FACT-FINDING CRITERIA

In the determination of the facts contained herein, the Fact-Finder considered the applicable criteria required by Ohio Rev. Code Section 4117.14(C)(4)(e), as listed in 4117.14(G)(7)(a)-(f), and Ohio Admin. Code Section 4117-9-05(K)(1)-(6). These criteria are enumerated in Ohio Admin. Code Section 4117-9-05(K), as follows:

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) Comparison 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.

This matter came on for mediation and then hearing on July 27<sup>th</sup> and 28<sup>th</sup>, 2005. The undersigned was appointed by the SERB as Fact-Finder for this stage of interest arbitration..

The City of Alliance, Ohio (hereafter the "Employer", the "City" or "Management") is located in Stark County. It has a population of approximately twenty-three thousand (23,000) citizens. In recent years the City's industrial base has receded while the need for typical municipal and safety services has remained constant.

While the economic pressures today facing most municipal entities are no less present in Alliance, the City and the Union have presented an added measure of contention brought about by positions taken in the recent day of mediation preceding the evidentiary hearing before the undersigned.

A unique and perhaps unprecedented situation surfaced whereby the City and the Union disclosed that Alliance does not provide EMT or Paramedic services through its current complement of firefighters. Representatives of both parties posited that if the City were to engage in these services to the community (or perhaps beyond) the resulting revenues would more than pay for the cost of the Union's contract proposals.

I saw this as an infrequent opportunity since the ability of a public employer to add a profit center is not an every day occurrence and asked the parties to further explore this concept.

Management's response backtracked somewhat pointing to the experience of another community (Barberton) and the costs of training and equipping current personnel to enter into EMT and/or Paramedic services. However, this was not convincingly supported in the record although the undersigned realizes that one cannot realistically assume that gross revenues from providing that these parties such added services will be the funds the City would come to have at its disposal. Correspondingly, it was stated that several ambulance services in the community were making these types of runs and appeared profitable.

The IAFF indicated it was amenable to having its bargaining unit members become certified EMT/Paramedics. But the line was drawn by Management when it orally asserted that in its opinion, the current firefighters could not earn the respective certifications.

I have poured over the voluminous submissions of economic and contractual documentation<sup>1</sup> both sides proffered. I have examined the economic demands and language changes the

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<sup>1</sup>Post hearing, the record had appended to it the Comprehensive Annual Financial Report or "CAFR" by agreement of the advocates. The Ohio State Auditor issued same in August, 2005.

parties are seeking. However, I am most constrained and find it compelling to recommend these parties attempt to get the City into the EMT/Paramedic business rather than continue to square off over the seemingly ubiquitous “ability-to-pay”, “ability-to-maintain” vs “we need parity with \_\_\_\_\_” approaches.

Another reason why I feel my ensuing recommendations are appropriate is that the Union agreed to a wage freeze as part of the last three (3) year CBA. It is uncontroverted that they are seeking to recoup lost economic momentum and also that the City has countered with threats of disbanding the fire department and using a volunteer suppression crew.

This is why I feel a different approach is warranted. With the Union saying that their plight is the fault of the City and its short-sighted policies and Management goading the firefighters by opining that they are not competent enough to earn the respective certifications needed to obtain the added revenue which would aid the City’s ability to maintain paid professional firefighters, I propose the matter be brought to a head by seeing which viewpoint is correct .

The Union said that they go through the “no money” scenario at each contract’s negotiations. If the economics are as dire as the City asserts and if the firefighter complement cannot pass a sufficient number of EMT/Paramedic tests to allow the Department to make such runs, then perhaps disbanding the force would be feasible.

But if the Union is correct and it can allow the City to obtain an additional revenue stream to finance this CBA and future ones as well, it is time to attempt it instead of engaging in economic “brinkmanship” every two or three years.

Therefore, the main thrust of this Report and Recommendation is to grant the Union’s wage demand and a few other economic items with the expectation that the City will either accept the cost and proceed to implement an EMT/Paramedic service or, in the event that current unit members cannot become certified in sufficient numbers to make added revenue a reality, move to a volunteer department as it has indicated..

Each side presented the Fact-Finder with exhibits and

testimonial evidence covering their respective positions on the unresolved issues.

As required by law, they also furnished "contract ready" language for incorporation into their CBA.

It must also be noted that either party's demands or positions taken either during contract negotiations or before the undersigned in mediation or at the Fact-Finding hearing which are not expressly listed in the following recommendations are either rejected, deemed withdrawn or were agreed to prior to this hearing.

#### CITY'S PROPOSALS HEREBY RECOMMENDED:

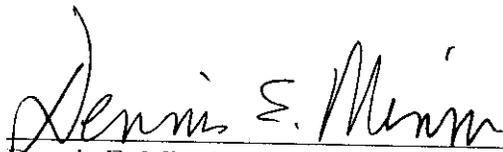
1. Article 6-A section 4(A) (new proposal) Employer allowed to test Probationary employees prior to end of probationary period.
2. Article 6-A Section 7: adopts drug screening protocol and rules similar to what police contract has.
3. Article 7-A Section 5 (B): Insures the Fire Chief is included in written appeals to the Safety-Service Director.
4. Article 10-C Section 1 (A) Chiefs can assign personnel to house-cleaning duties and pledges access to rooms not open 24 hrs. a day.
5. Article 24-A Section 2: Other Insurance continues the \$25,000.00 life insurance policy for duration of the new CBA.
6. Deletes a certain "Letter Of Understanding" dated Aug. 23, 1999 from the CBA.

UNION PROPOSALS HEREBY RECOMMENDED:

1. Article 1-F Residency; Section 1 (A): removes any and all residential restriction.
2. Article 2-E Minimum Safety Manning, Section 1 (A) & (B):  
Suppression employee level to be eight (8) per platoon; and,  
Off-duty employees to be called in to meet minimum level of eight (8);
3. Article 4-A Safety Provisions; Section 1 (A)  
City to furnish one pair rubber gloves (6); two pair leather fire-fighting gloves (7); and two pair of leather double-palmed work gloves (8);
4. Article 7-A Grievance and Arbitration Procedure, Section 5 (A) filing terms;  
**N.B. recommended in accordance with City proposal requiring Fire Chief to served written copy of grievance.**
  - (B) Grievance Step 2 terms;
  - C) Eight (8) person arbitration panel; panel management;
  - (D) Extension of time periods in writing by mutual agreement;
5. Article 8-A Seniority Section 3 A-E;  
procedure for suppression personal to bid on a shift opening;  
chosen bidders to remain in place until end of calendar year;
6. Article 13-A Wage rates & positions; Sections A, B & C;  
Wage raises of 4%, 3% and 3% effective July 1<sup>st</sup> of 2005, 2006 & 2007; per charted tables covering positions and ranks;
7. Article 13 D Acting Pay, section 1 Higher Classification, Selection, Limits & Eligibility:  
A; (no change in B); C; D; E; F; G; and H;  
pay rates of higher rank to be paid to subordinate rank personnel filling in ; selection by City without regard to seniority when there are no volunteers;

8. Article 17-A Uniform Allowance Section 1 (A);  
annual stipend to be \$1200, paid half in June's 2<sup>nd</sup> payday and  
December's 1<sup>st</sup> payday.

Respectfully submitted this 11<sup>th</sup> day of October, 2005 at  
Strongsville, Ohio.

  
Dennis E. Minni, Fact-Finder