

**OHIO STATE EMPLOYMENT RELATIONS BOARD
FACT FINDING REPORT
APRIL 27, 2006**

STATE EMPLOYMENT
RELATIONS BOARD

2006 MAY -1 A 11: 05

MASSILLON FIREFIGHTERS,)
IAFF LOCAL 251)
)
Union)
)
-and-)
)
CITY OF MASSILLON, OHIO)
)
)
Employer)

0793
CASE NO. 05-MED-08-0973

APPEARANCES FOR THE UNION:

Dennis Haines, Attorney
Tom Burgasser, Secretary/Treasurer
Michael Canfora, Neg. Committee Member
Paul Harbaugh, Committee Member
Erik Smith, Committee Member
Patrick Perkowski, Neg. Committee Member
Jeff McGrimm, Neg. Member
Michael Taylor, OAIFF/IAFF Representative
Matt Heck, Neg. Committee Member
Randy E. Stuck, Union President

APPEARANCES FOR THE EMPLOYER:

Leslie Iams Kuntz, Representative
Larry Layne, Fire Chief
Bill Hamit, Auditor, City of Massillon
Mike Loudiana, Safety Service Director

FACT FINDER:

JOSEPH W. GARDNER, Reg. No. 0033400
4280 Boardman Canfield Road
Canfield, OH 44406
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INTRODUCTION

On or about October 25, 2005, SERB appointed this fact finder in the above captioned case. Contact was made with the parties and the parties agreed to continue to engage in collective bargaining in an attempt to settle. The parties reached an impasse and the fact finder set a mutually accepted date for fact finding. During the pendency of these negotiations, the parties waived the provisions of Ohio Revised Code §4117.14(G)(11).

Both parties presented timely and complete position statements. The parties met at the Massillon City Hall on April 13, 2006. The parties engage in extensive mediation that proved fruitful and after the mediation took place, the fact finding conference was opened. The parties submitted evidence, arguments and stipulations. The parties further agreed that the date of mailing of the report of the fact finding report would be April 27, 2006.

Findings of Fact

The City of Massillon is located in Stark County, Ohio and encompasses approximately 18.7 square miles. Massillon's population in the 2000 census was 31,325. There has been a slight increase in the population since the 1990 census.

The fire department has 48 full time employees with 47 of those employees being members of the bargaining unit.

The parties have a long history of collective bargaining. Parity with the police department is very important to the City and also to the Union members. Parity has been a part of the parties' collective bargaining history. The City has claimed that there would be an inability to pay and that there would be an actual deficit for the City in this calendar year. In rebuttal, the Union explained that although the budgeted projections may show a deficit, there

would not be a deficit in fact. The undersigned does find that the City does have an ability to pay, however, the funds at the end of the year would also be “tight.”

In reviewing the evidence presented to the undersigned, this fact finder took into consideration the following:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) Comparison of issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing in comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) The interest in 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 standards of public service;
- (d) The lawful authority of the public employer;
- (e) The stipulations of the parties;
- (f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

RECOMMENDATIONS

Issue No. 1: Wages, Longevity and Entrance Rates

Recommendation:

This fact finder recommends that the longevity scale, which is described in Exhibit 1, a copy of which is attached hereto and made a part hereof, be implemented in the first year of this contract. It is recommended that the longevity scale be blended in with the wage in accordance with the parties past practice. Said longevity implementation shall be effective as of November 14, 2005.

It is further recommended that the members of the bargaining unit receive the following percentage wage increase for the following years of the collective bargaining contract: increase for the first year, 0%; increase for the second year of the contract, 4%; increase for the third year of the contract, 4%.

Issue No. 2, Overtime

The City desired to reduce the scheduling from 28 days to 21 days as per the FSLA. The Union demanded an increase in overtime. During mediation, the parties agreed to withdraw each of their respective demands. At fact finding each party withdrew their respective demands.

Recommendation

This fact finder recommends that the wishes of the parties be honored and that the demands be withdrawn.

Issue No. 3, Health Insurance

During mediation, the parties were close to a settlement, and only needed dialogue between them to understand the terms of each party's demands. After discussion with all of the

parties, both parties entered into a tentative agreement and no evidence was presented at fact finding.

Recommendation

This fact finder recommends that the demands under the health insurance issue be withdrawn since the parties have entered into a tentative agreement outside of fact finding.

Issue No. 4, Minimum Manning/Minimum Staffing

Both parties have agreed that the “position of the City is that no decision has been made to transport EMS patients instead of allowing private ambulances to continue to do so. Instead it has been proposed and the parties are currently in the process of meeting to discuss the pros and cons of transporting. If it is determined that such a change needs to be made, the City would meet and negotiate with the Union regarding how to handle additional staffing needs.”

The parties have entered into a “side agreement” and the main thrust of the side agreement is the paragraph set forth above. The parties stipulated to remove their claims on minimum manning/staffing and agree that the agreement set forth in the paragraph above is the “side agreement” of the parties.

Recommendation

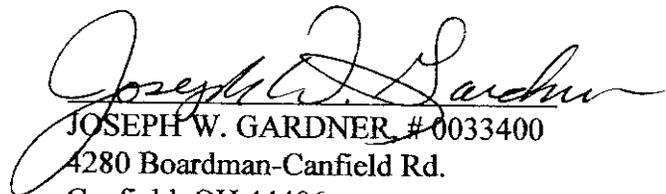
This fact finder recommends that the stipulation of the parties be honored and that the side agreement as described above be honored between the parties. The above side agreement shall not, however, be a part of the collective bargaining contract, but shall remain a “side agreement” until the parties agree otherwise or until the parties agree to make said agreement a part of the collective bargaining agreement.

Issue No. 6. Residency

The parties entered into an agreement at mediation have agreed that the agreement reached at mediation be a part of the collective bargaining unit. The undersigned has independently reviewed the agreement in light of the above factors. The agreement is fair to both sides.

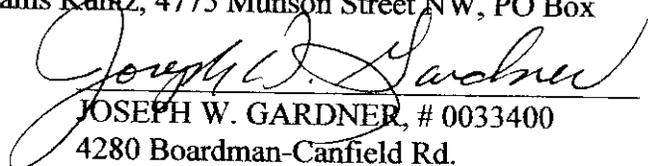
Recommendation

This fact finder recommends that the agreement made at mediation become part of the collective bargaining contract.


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CERTIFICATION

A copy of the foregoing Fact-Finding Report was sent this 27th day of April 2006, by Certified U.S. Mail/RRR to: Dennis Haines, National City Bank Building, Suite 400, PO Box 849, Youngstown, Ohio 44501 and to Leslie Iams Kuntz, 4775 Munson Street NW, PO Box 36963, Canton, Ohio 44735.


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November 14, 2005

	LONG/PARITY EQUAL/PD									
	ENTRY	1	2	3	5	10	15	20	25	30
FIREFIGHTER	\$ 1,486.03	\$ 1,556.08	\$ 1,596.44	\$ 1,639.76	\$ 1,691.24	\$ 1,720.75	\$ 1,750.76	\$ 1,781.12	\$ 1,822.29	\$ 1,863.81
MEDIC/INSPECTOR	\$ 1,590.05	\$ 1,665.01	\$ 1,708.19	\$ 1,754.54	\$ 1,809.63	\$ 1,841.20	\$ 1,873.32	\$ 1,905.80	\$ 1,949.85	\$ 1,994.29
CAPT./EMS/MECH	\$ 1,708.93	\$ 1,789.50	\$ 1,835.91	\$ 1,885.72	\$ 1,944.93	\$ 1,978.87	\$ 2,013.38	\$ 2,048.29	\$ 2,095.63	\$ 2,143.39
CAPT. MEDIC	\$ 1,783.23	\$ 1,867.30	\$ 1,915.73	\$ 1,967.71	\$ 2,029.49	\$ 2,064.91	\$ 2,100.91	\$ 2,137.34	\$ 2,186.75	\$ 2,236.59
SUPT. BLDG	\$ 1,820.38	\$ 1,906.20	\$ 1,955.64	\$ 2,008.71	\$ 2,071.77	\$ 2,107.92	\$ 2,144.69	\$ 2,181.87	\$ 2,232.31	\$ 2,283.17
ASST. CHIEF	\$ 1,931.84	\$ 2,022.90	\$ 2,075.38	\$ 2,131.69	\$ 2,198.61	\$ 2,236.99	\$ 2,275.99	\$ 2,315.45	\$ 2,368.98	\$ 2,422.96