

STATE OF OHIO

STATE EMPLOYMENT
RELATIONS BOARD

STATE EMPLOYMENT RELATIONS BOARD

2006 MAY -8 A 9:57

In the matter of	*	05-MED-09-0862
	*	
Fact-finding between:	*	
	*	
City of Huron	*	Fact-finder
	*	Martin R. Fitts
and	*	
	*	
Local 4168, IAFF	*	May 4, 2006
	*	
	*	

REPORT AND RECOMMENDATIONS OF THE FACT-FINDER

APPEARANCES

For the City of Huron (the Employer):

Andrew D. White, City Manager
Lee McDermond, Law Director
Paul D. Berlin, Fire Chief

For Local 4168, IAFF (the Union):

Andy Drwal, 2nd District VP, Ohio Association of Professional Firefighters
Kevin Gadd, Local President
Paul Hasenmeier, Local Secretary

PRELIMINARY COMMENTS

The bargaining unit consists of all full-time Firefighters, Lieutenants and Captains in the Fire Division of the City of Huron. There are approximately 12 employees in the bargaining unit. The State Employment Relations Board (SERB) appointed the undersigned as Fact-finder in this dispute on February 16, 2006. The parties reached a tentative agreement on all issues except one. Remaining at issue was a proposal from the Union to amend Article 40 - Wages. A fact-finding hearing was held at the City of Huron administrative offices in Huron, Ohio on April 20, 2006. Both parties attended the hearing, presented written positions, and elaborated upon their respective positions. The parties declined mediation at the hearing. Thus one issue was submitted for Fact-finding.

In rendering the recommendations in this Fact-finding Report, the Fact-finder has given full consideration to all testimony and exhibits presented by the parties. In compliance with Ohio Revised Code, Section 4117.14 (G) (7) and Ohio Administrative Code Rule 4117-9-05 (J), the Fact-Finder considered the following criteria in making the findings and recommendations contained in this Report:

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.

All references by the Fact-finder in this report to the Employer's proposal and the Union's proposal are references to their respective final proposals as presented in writing to the Fact-finder at the April 20, 2006 hearing.

ISSUE AND RECOMMENDATION

Issue: Article 40 – Wages

Positions of the Parties

The Union proposed amending Section 2 of Article 40 to provide for an acceleration of new employees through the pay grid following the probationary period by providing for advancement through the grid based upon both the number of certifications held as well as the years of service. Currently the agreement provides for advancement through the pay grid based solely on years of service.

The Employer proposed retention of the current language.

Discussion

The Union proposal would provide that, after the completion of their one-year probationary period, Firefighters holding any two of the State of Ohio certifications for Firefighter Level II, Fire Safety Inspector, or EMT-Paramedic would be paid at the Class B wage rate immediately rather than waiting until the completion of their second year of employment. In addition, the proposal would provide that, after the completion of their one-year probationary period, Firefighters holding all three State of Ohio certifications (Firefighter Level II, Fire Safety Inspector, and EMT-Paramedic) would be paid at the Class A wage rate immediately rather than waiting until the completion of their third year of employment. In effect, the Union proposal advances firefighters with two or three of the State of Ohio certifications through the pay grid more quickly by moving them on the basis of the number of certifications held and the number of years of service rather than solely by years of service.

The Union showed that the collective bargaining agreements of two of the nearby fire departments (City of Sandusky and Perkins Township) contain provisions similar to its proposal. Firefighters in these departments are able to advance through their respective pay grids based upon both certifications and experience. The collective bargaining agreement of a third nearby department, City of Norwalk, advances its Firefighters through its pay grid apparently regardless of certifications in an eighteen month period, which is half the time provided for in the City of Huron / IAFF agreement.

The Union argued that its proposal would immediately reward the employees for having the certifications, rather than waiting for the years of service to advance them in pay. It argued that longevity provisions reward employees for experience, and that the pay grid

should reward them for holding the two or three certifications. It argued that the certifications should be valued by the Employer.

The Union also noted that part-time Firefighters are paid \$12.00/hour, which is more than the probationary wage and only slightly below the Class C hourly wage rate agreed to by the parties for 2006 (\$12.09/hour), 2007 (\$12.38/hour) and 2008 (\$12.69/hour). It argued that newer full-time Firefighters with more than two or three certifications deserved to be paid at a greater differential from the part-time Firefighters than the current pay grid allows. While the Union acknowledged that its proposal would not affect the probationary wage rate, its proposal would allow Firefighters holding two or three certifications to be paid at the Class B or Class wage rates sooner, thus more quickly increasing the separation in wages from the part-time Firefighters.

The Employer argued that it has worked hard to develop a pay scale throughout the entire City that achieved parity between the safety forces and other bargaining units. It noted that its labor agreements with the FOP and AFSCME have similar time periods for employees to get to the top of their respective pay grids. It argued that it has a management right to determine how best manage and pay the employees of the Fire Department.

With regard to the comparables of City of Sandusky and Perkins Township, the Employer noted that the City of Huron pay scale is higher than either of those two departments. It also noted that it takes only one year longer for Huron Firefighters to advance to the highest pay grid regardless of certifications, and that the Huron Firefighters receive significant increases in pay as they move through the existing pay grid.

The Employer argued that it does value the certifications held by its employees. It stated that it financially supports its Firefighters seeking additional certifications by paying for the cost of tuition and with training on-duty time. The Employer also noted that it pays Firefighters holding Paramedic certifications, including new hires, a 2% bonus.

With regard to the part-time Firefighter rate, the Employer argued that full-time Firefighters enjoy much greater benefits than do the part-time Firefighters. It argued that the value of the benefits should be considered when comparing the compensation between the full and part-timers.

Lastly, the Employer argued that it does not have a problem recruiting new Firefighters that already hold certifications. It noted that four of the top five candidates for the last opening held two of the three certifications, knowing full well what the existing pay grid provides for. Chief Berlin stated that they have never lost a Firefighter to City of Sandusky or Perkins Township, but have had them come from there to City of Huron.

Findings and Recommendation

The evidence presented at the hearing showed that while the pay grid for the City of Huron differs from that of the external comparables used by both parties, the differences are reasonable and directly attributed to a comprehensive study of pay for all the City of Huron positions. In addition, the pay grid is in keeping with those found in the other collective bargaining agreements within the City.

The Fact-finder believes that the employees of this bargaining unit receive wages that are fair in comparison to the external comparables cited by the parties, irregardless of the differences in the pay grids. The existing provisions of the contract move employees to the top pay in three years, only 12-18 months longer than the external comparable collective bargaining agreements submitted into evidence. The current agreement also provides for significant increases as an employee progresses through the pay grid. In addition, the current collective bargaining agreement includes provisions for additional, and immediate, compensation for Firefighters holding the Paramedic certification.

Based upon the evidence and testimony presented at the hearing, the Fact-finder concludes that there is no compelling evidence to support the Union's proposal.

Therefore, the Fact-finder recommends that the Employer's position that the current language be retained.

The above represents in total my recommendations in this matter.



Martin R. Fitts
Fact-finder
May 4, 2006