



## **AUTHORITY**

This matter was brought before Fact Finder John S. Weisheit, in keeping with terms of the collective bargaining agreement between the parties, provisions of ORC 4117 and rules and regulations of the Ohio State Employment Relations Board (SERB).

The parties have complied in a timely manner with all procedural filings. The matter is properly before the Fact Finder for his consideration and determination in keeping with the terms of ORC 4117.

## **BACKGROUND**

The City of Heath, Ohio, hereinafter called the “City” and/or the “Employer”, recognizes the International Association of Firefighters, Local 2930, hereinafter called the “Union” and/or the “Firefighters”, for the purpose of collective bargaining as registered with SERB. The City borders Newark, Ohio, and has a population of less than 10,000. It is home to a number of diversified industrial businesses as well as an active regional airport. The industrial operations in the community include a bulk storage depot of Marathon Oil, the Central Ohio Aerospace and Technology Center, in addition to a diversified Industrial Park. The Heath Fire Department is the primary provider for the community’s fire protection and emergency first response for medical assistance and transport. The Bargaining Unit consists of employees in the Fire Department with the job title of Firefighter (9), Lieutenant (3), and Captain (3).

In addition to responding to fire and medical emergencies, the Firefighters duties include making fire inspections for the City. As a condition of employment, all Firefighters must be trained and certified as a Firefighter and a paramedic.

The parties attained tentative agreement on all terms for a successor Contract except for the four (4) wage related issues before the Fact Finder. The parties requested the services of this Fact Finder from SERB to conduct a Fact Finding Hearing. The Hearing offered the parties the opportunity to submit such evidence and testimony considered relevant to the Fact Finder's deliberation in drafting an Award inclusive of recommendations for the resolution of the issues at impasse. The Fact Finding Hearing was convened August 26, 2008, at the City Administration Offices, Heath, Ohio. The Union and the Employer took this opportunity to offer testimony and such written evidence that each considered relevant and supportive of their respective position.

The Hearing was adjourned after the parties affirmed that they had no additional information to put into the Hearing Record and indicated they had a fair and ample opportunity to submit such information each party considered relevant in this matter.

This Fact Finding Report is based on the facts and evidence offered at this Hearing as reviewed in keeping with generally accepted rules and procedures applied in interest arbitration and the terms set forth in ORC 4117.14 (C)(4) (e) and Rules and regulations of the State Employment Relations Board as set forth in the following:

1. Past collective bargaining agreements 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 public service or in private employment.*

**PARTY PROPOSAL**  
**ON**  
**IMPASSE ISSUES**

<b>UNION PROPOSAL</b>	<b>ISSUES</b>	<b>EMPLOYER PROPOSAL</b>
<p>A base hourly rate increase of            4% effective April 17, 2008;            4% effective April 17, 2009;            4% effective April 17, 2010.</p>	<p style="text-align: center;"><b>Issue #1</b>  <b>Section 29.1</b>  <b>Base Wage Increase</b></p>	<p>A base hourly rate increase of            3.2% effective April 17, 2008;            3.2% effective April 17, 2009            3.5% effective April 17, 2010.</p>
<p>Increase the wage schedule rate for Lieutenants and Captains by 12% the 3<sup>rd</sup> year of the Contract.</p>	<p style="text-align: center;"><b>Issue #2</b>  <b>Section 29.5</b>  <b>Rank Differential</b></p>	<p>No change in rank differential for Lieutenants and Captains.</p>
<p>Increase the Shift differential hourly rate by 17¢ (33¢ -50¢) effective April 17, 2008.</p>	<p style="text-align: center;"><b>Issue #3</b>  <b>29.5</b>  <b>Around the Clock Differential</b></p>	<p>Increase the Shift differential hourly rate by 3¢ (33¢-36¢) effective April 17, 2008.</p>
<p>Provide a \$250.00 differential in the second year of the Contract and \$500.00 in the third year of the Contract.</p>	<p style="text-align: center;"><b>Issue #4</b>  <b>New Article</b>  <b>Paramedical Differential</b></p>	<p>Reject inclusion of the Union;s proposal.</p>

**SUMMARY OF THE PARTIES'**  
**RESPECTIVE POSITIONS**  
**ON IMPASSE ISSUES**

**The Union**

The Union contends its proposed wage related increases will not impose a significant adverse effect upon the Employer's overall financial condition. It also cites that there has not been a claim by the Employer of an inability to pay. The Union states its "annualized" increased finance projections do not include "connected" Employer cost factors.

It contends that a significant wage increase for the bargaining unit members is warranted and necessary. The Union notes that the unique staffing, training, certification and duty assignments provide cause to attain a wage increase that is significantly more than that offered by the City. It argues, compared with other cities similar to Heath, confirms its claim for the Union proposed pay hike. It also contends that these inequities are cause for a "market adjustment" in the total wage issues due to the uniqueness of the bargaining unit's structure and function.

The Union cites the consumer price index increase (CPI) where the cost of living over the past two years and inflation add to the support of its proposed wage and benefit

increase. While wages paid by the City to its police officers compare favorably to other police departments, compensation paid their Firefighters has slid to the bottom of the comparable jurisdictions.

It is also noted that the parties have reached tentative agreement on a new health insurance plan which could result in members paying a plan premium share in the amount of \$1,000 per year, effective the start of the third year of the new Contract. The Union contends that such an increase would be about 2.3% of the annual base wage, at the 2008 rate, of a Firefighter on the top step.

### **The Employer**

The Employer acknowledges it is not arguing an inability to pay as it relates to the issues at impasse. Rather, it contends its proposal reflects a 9.75% increase in wage and differentials for bargaining unit members during the three-year period of the new Contract.

The City contends that its proposal is equitable and justified. It notes that the proposal follows a pattern of comparable wage increase bargained with each of the other City employee bargaining units. It argues that the City's proposal follows the pattern of parity that has been applied in prior years and contends there is no cause or

evidence to support a change in this instant setting. The Employer states that the proposal is justified by the City's current financial condition and serves the interest and welfare of the community.

The City concludes that there is no compelling reason to break an established pattern in the past bargaining practice.

**DETERMINATION & RECOMMENDATIONS  
of the  
FACT FINDER**

Each party conveyed a mutual understanding regarding implementing the new Contract retroactively to April 17, 2008, through April 16, 2010. It has been communicated that the issue of ability to pay is not a factor. The Employer argument focused on an economic package that reflected parity between the Firefighter's bargaining unit and the other bargaining units of the City employees and the contention of what was fair, justifiable and reasonable. Due consideration was made on these arguments as well as the issues raised by the Union in keeping with the terms set forth in ORC 4117 (C)(4)(e)

Based on review of the oral and written evidence entered at the Hearing, the issue before the Fact Finder is to offer a recommendation that finds a common answer on the wage and related issues at impasse and ultimately attain resolution of a successor

Contract by the parties. This review included consideration of comparables, based on the makeup of the communities, their location, size, and other common interests considered to be relative in this instant case. All facts and points raised were considered.

The basic determination is that all of the issues at impasse are wage related. It is a common principle to consider in interest arbitration (re: fact finding) new or increased wage and economic benefits as applied to a base wage increase for the duration of the Contract. On this issue, the parties reflect a significant difference in their positions and total cost of proposals. In particular, the Union projections do not appear to include the compounding costs. It is a significant cost factor to include a base rate pay increase annually for each year of the Contract. Such also has a compounding factor in cost not addressed or put forward in part or total.

The Union proposed increased rank differential includes a significant compounding cost factor.

While it is recognized that, in the third year of the Contract, the Firefighters will be sharing the premium cost for the medical insurance premium, no convincing evidence was introduced that supports the Union projection that such would be \$1,000.

The testimony for adding a new article providing for a paramedic differential is not found persuasive. This is tempered by the Employer's uncontested evidence offered at the Hearing. While ability to pay may exist, such is not considered an automatic basis to grant increased wage and economic benefits absent reasonable and justifiable rationale.

The Employer argument regarding parity in wage and economic benefits for all city bargaining employees, while considered to have merit, does not establish an absolute, particularly if persuasive evidence is otherwise offered. Such demonstration, to a limited degree, is found in this instant case. In a similar vein, a fair and appropriate economic benefit does not necessarily mean an equal or consistent amount is granted all bargaining units when such determination is found to exist in one such unit.

The following recommendations offered are hoped to attain resolution of impasse and attain agreement in a successor Contract.

## RECOMMENDATION

The following determinations and recommendations are made regarding the issues at impasse.

### **Section 29.1 Base Rate of Pay**

**It is recommended, effective April 17, 2008, that the Base Wage Rate Table be increased at each step by 3.2%. Effective April 17, 2009, each step of the said Wage Table be increased at each step by 3.2%. Effective April 17, 2010, each step of the Wage Table be increased by 3.75%.**

### **Section 29.5. Around the Clock Differential**

**It is recommended, effective April 17, 2008 that the Around-the-Clock Differential be increased to \$0.38 per hour.**

### **Section 29.5 Rank Differential**

The base rate of Lieutenants and Captains is based on the maximum rate of the Firefighter's top step rate base rate of pay. The Lieutenants and Captains wage is at a higher rate of pay. The Union's argument is not found persuasive to justify the change in structure and/or amount.

**It is not recommended to change the structure of the base wage schedule for Lieutenants and Captains.**

### **New Article - Paramedic Differential**

**It is not recommended to include the Paramedic Differential Article into the Contract.**

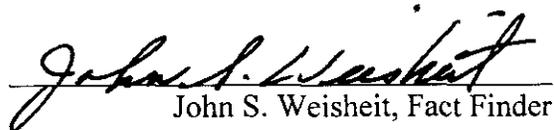
## TOTALITY OF AWARD

- This will affirm the foregoing report, consisting of 12 pages, includes the findings and determinations set forth in the Award by the below signed Fact Finder and are to be included in the terms of the Agreement between the parties being retroactive from April 17, 2008, and to expire April 16, 2010.
  
- Any matter presented before the Fact Finder and not specifically addressed in determination and Award is not to be included in the Agreement.
  
- The Agreement shall include all terms tentatively agreed to by the parties prior to Fact Finding and such terms of the expiring agreement not a subject of bargaining the the Recommendations set forth in this Award.

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To the best of my knowledge, this Report and the included Determinations and Recommendations comply with applicable provisions of the Agreement between the parties, applicable Sections of ORC 4117 and SERB Rules and Regulations. I hereby affix my signature at the City of Galion, in the County of Crawford, in the State of Ohio.

**November 4, 2008**

  
John S. Weisheit, Fact Finder