

FACTFINDING REPORT

STATE-EMPLOYMENT
RELATIONS BOARD

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NORMAN R. HARLAN, FACTFINDER

STATE EMPLOYMENT RELATIONS BOARD (SERB) STATE OF OHIO

CITY OF TORONTO (OHIO)) Case No. 95-MED-09-0824
AND) Hearings: January 11, 1996 and
January 29, 1996
INTERNATIONAL ASSOCIATION OF) Report Dated: February 6, 1996
FIREFIGHTERS, LOCAL NO. 2229) Mailed to SERB and the Parties
AFL-CIO-CLC) by Certified Mail Feb. 6, 1996

APPEARANCES

EMPLOYER (January 11, 1996)

William Haynes, Counsel
Gregg Barnes, Negotiating Committee
Samuel Shevelow, Negotiating Committee

(January 29, 1996)

William Haynes, Counsel
John Manning, Mayor
Dorothy Blaner, Chair, Negotiating Committee
Sam Shevelow, Negotiating Committee
John Kaffa, Safety Director
Gregg Barnes, Negotiating Committee
Richard W. Parker, Auditor

UNION (January 11 and January 29, 1996)

Frank E. McEwen, Jr., President, IAAF Local 2229
William C. Scheel, Secretary/Treasurer, IAAF Local 2229
Michael P. Costlow, Negotiating Committee Member

BACKGROUND

The City of Toronto is located on the west bank of the Ohio River about five miles north of Steubenville and about twenty miles south of East Liverpool. It is governed by an elected Mayor and an elected City Council. It has an estimated 2,200 households and 6,200 residents. It has an independent school system with one Elementary school, a middle school and a high school. Total enrollment is about 1,100. The School Board employs 85 employees. Titanium Metals, a.k.a. Timet, is the largest employer in the city. It currently employs about 600 personnel and pays taxes which account for about two thirds of the City's current budget of 4.2 million dollars. Hanover Manufacturing is also a major employer with about 125 employees. Since 1980 the City has lost about 1,000 residents.

The City has had a collective bargaining agreement (CBA) with the International Association of Firefighters (The Union, the Firefighters or IAFF). since 1973. The most current CBA covered the period of January 1, 1993-December 31, 1995. The Parties began Contract negotiations in late 1995 and resolved a number of issues but still had about ten unresolved issues in early December, 1995. The Parties opted to secure the services of a Factfinder. As specified by the

Ohio Revised Code the State Employment Relations Board supplied the Parties with a Panel of Factfinders. Management and the Union selected the Undersigned. A Hearing was scheduled for January 11, 1996 at City Hall, Toronto, Ohio. The Factfinder met with Mr. McEwen and Counsel Haynes prior to the Hearing. It should be noted each supplied the Factfinder with meaningful information which was requested about two weeks prior to January 11. The Factfinder kept in touch with the Parties by telephone and requested the pre-Hearing meeting to meet the Principals and to be brought up to date of any current progress or problems. The Hearing convened about 6:30 p.m. They were asked if they wanted him to mediate the issues and they answered affirmatively. An open discussion took place for an estimated three hours. While it was productive no issues were resolved. The Parties decided to meet for Factfinding. Tentative dates were discussed and in a few days the City and the Firefighters agreed to meet January 29, 1996, 6:00 p.m.

The Parties were advised both on January 11 and January 29 he would be candid during the Hearing(s) and there would be few surprises, if any, if it was necessary to issue a Written Report.

The unresolved issues, recommendations and reasons for the recommendations are addressed, infra. The two major issues relate to SALARY AND WAGES (ARTICLE 5) and CALL BACK AND OVERTIME (ARTICLE 6). The City offered ZERO (0) per cent increase for a three year Contract. The Union sought 3 per cent the

1st year; 4 per cent the 2nd year and 5 per cent the 3rd year. Obviously they were far apart. Under Article 6 Management proposed reducing the pay for Holiday overtime to time and-one half instead of "2½ times the basic rate" as stated in the current CBA. The Union proposed the language remain the same. Section C of Article 6 is a very serious issue to the Parties. The current language requires Management to fill vacancies caused by absenteeism "on an overtime basis with no reduction in personnel" with "Regular Full-time personnel." The City proposed dropping this language because of the considerable cost in overtime, which averaged about thirty (30) per cent of the straight time wages or a total of \$32,500.00. Simply stated, it said it could not afford this. It further argued this language was contradictory to language in the MANAGEMENT RIGHTS CLAUSE, Article 4, since it interfered with Management's right to schedule the workforce. The Union opposes changing any language in Article 6. It believes the 2½ times the basic rate as a premium for working on a holiday is justified and argues adamantly against any change in Section C, noting its primary concern is safety.

The City was advised both January 11 and January 29 that the Factfinder could find the wage increase sought by the Firefighters in the 4.2 million dollar budget, noting the increase represents less than two tenths on one per cent of the annual Budget. The IAAF was advised scheduling the workforce is a

fundamental right of the Employer and Section C of Article 6 was in direct contradiction to this right. The Factfinder commented that he understood the Union's concern for safety which it believes requires having two Firefighters on duty at all times. He also noted he believes responsible City officials are not going to jeopardize the safety of employees or the public by working an inadequate number of individuals.

It should be noted the Parties met prior to the Hearing of January 29 and some counter proposals were made. These were reviewed during the January 29 Hearing but little progress was mainly due to the contingencies attached to each proposal by each Party. Near the end of the Hearing the Parties were advised the Factfinder appreciated their efforts. Their proposals were made in good faith and were not prejudicial to either. He also noted after the two Hearings they were essentially back to "square one."

UNRESOLVED ISSUES

ARTICLE 6 - SALARY AND WAGES

Recommendation:

1st Year - three (3) per cent

2nd Year - four (4) per cent

3rd Year - five (5) per cent

Reasons:

- A. The Factfinder recognizes over half the Budget is dedicated to restricted funds, but the bottom line

is a matter of priorities. Even if only one tenth of one per cent could be released for Firefighter salaries, this would fund about one third of the increase based upon one half of the budget; about two million dollars.

- B. Changing Article 6, Section C will permit the City to reasonably control overtime pay while at the same time provide close to the amount of money required for the recommended increases, if not all of the money. In fact, it should provide money to also cover necessary overtime since it is apparent some overtime will be worked.

ARTICLE 6 - CALL BACK AND OVERTIME

Section A

The Union proposed Call Back Pay be increased from two (2) hours to four (4) hours. The City proposed no change.

Recommendation:

"All employees covered by the terms of this Agreement, who are called back to work from off duty, shall be paid four hours (4) at 1½ times the basic hourly rate of pay, provided they work four (4) hours."

Reasons:

Call-backs at times represent a major interruption of employees' off duty time. The critical nature of their work dictates that they respond. In a small unit all are expected to respond. Since there is no pay for travel time, four (4) hours is an equitable amount of time.

Section B

The Employer notes Employees are paid for ten (10) Holidays in a lump sum payment which is made in December of each year, provided such days are not used in conjunction with Vacation. Irrespective of how they are used, each Employee is paid straight time rate for each Holiday. In addition, under current Contract language,

Holiday overtime is paid at 2½ times the basic hourly rate. When coupled with the regular Holiday pay, it amounts to 3½ times the basic rate.

The IAFF seeks to maintain the current language, arguing the City has not shown it works a hardship on it. It adds it believes the pay is justified.

Recommendation:

Change the "2½ times the basic hourly rate of pay" to "2 times the basic hourly rate of pay."

Reasons:

In such a small bargaining unit someone (at least three) will be working on a Holiday. The current language is punitive, almost unheard of, and extracts a severe penalty on an Employer who is forced to schedule at least part of the workforce on Holidays because of the nature of the work. Further, the present language amounts to pyramiding of overtime.

Section C

Recommendation: New Language

"The health and safety of both the public and of employees are of paramount concern to the City. Management pledges to schedule the workforce to ensure an adequate number of employees are on duty at all times. If overtime is required, Regular Full Time employees shall have the first option of working."

Reasons:

Article 4, Section B-6 provides Management's rights includes the right to: "Determine the adequacy of the work force (sic)." Section B-8 states it has the right to: "Effectively manage the work force (sic)." The current language of Article 6-C significantly erodes this language and has contributed materially to an extraordinary amount of overtime; about 30 per cent of the basic hourly wage rate. This significantly cuts into a tight budget in excess of \$32,000.00. Dollars saved here will more than pay for the proposed increases while at the same time providing enough money to work necessary overtime.

ARTICLE 7 - HAZARDOUS DUTY PAY

Recommendation: New Language

"Each classified Firefighter with one year of continuous employment with the City will receive six hundred dollars (\$600.00), to be paid monthly at fifty dollars (\$50.00) per month. Employees with less than one year of continuous service will be paid on a pro-rata basis fifty dollars (\$50.00) per month. This Hazardous Duty Pay is separate and distinct from the basic hourly rate and shall not be used in the calculation of overtime."

Reasons

The current language is longevity-based. The inherent hazards in the job may apply to any Firefighter at a given time as noted by the Union with no disagreement by Management. The Parties appeared to agree a flat-dollar amount would be more equitable, although they proposed different amounts.

ARTICLE 14 - HOSPITALIZATION

Recommendation: No Change

Reasons:

The City has favorable experience with the bargaining unit. Current rates and projected rates show a minimal increase at most. Neither Party has proposed anything drastically different from the current language.

STYOV:R 16 - SICK LEAVE

Recommendation: No change

Reasons:

The Unit has one employee with fifteen (15) years of service. The rest have only six months to two years. The City proposed cutting the total number in half as found in Section B. The Union seeks to maintain the current language. It stresses the language was new in the 199 Contract. There is no evidence of any problem now or in the immediate future. The Factfinder understands the cost implications of such language and is aware it needs to be addressed in the future.

ARTICLE 17 - HOLIDAYS

Section A

The Union proposed an additional Holiday. The City proposed no increase in the number of Holidays.

Recommendation: No Change

Reasons:

The current Agreement contains ten (10) paid Holidays. This is a very competitive package both in the public sector and the private sector.

Section D -

Recommendation: No Change

Reasons:

The City sought to eliminate these days, primarily because of their impact upon overtime based upon the current language of Article 6-C. The change in the proposed language of Article 6-C will assist materially in controlling overtime. The Union did not propose any change.

ARTICLE 18 - VACATION

Recommendation: New Vacation Schedule: Paid Vacation Days

LESS THAN ONE YEAR	1 day per month, up to a maximum of 5 days
1 TO 6 YEARS	10 days
6+ TO 12 YEARS	15 days
12+ TO 18 YEARS	20 days
18+ TO 24 YEARS	25 days
24+	30 days

"No current employee will suffer any loss of vacation to which he/she is currently entitled due to the above schedule."

Reasons:

The VACATION SCHEDULE in the current Agreement is compressed. It provides an unheard-of amount of Vacation over an extremely short period of time. An employee with six (6) years of service gets a month of paid vacation. This contributes to inefficiency and overtime costs. While the proposed Schedule represents a significant change, it is an extremely competitive schedule whether one considers the private or the public sector. The Employer sought to reduce the maximum to five (5) weeks and the Union desired no change.

ARTICLE 19 - SCHOOLING CREDITS

Section A - Same Language; no change sought by either Party.

Section B

"Any Firefighter who enrolls, after having written approval from the Safety Director and then successfully completes ten hours of training courses in any one year in excess of the hours required by the State Board of Education Training for Firefighters shall be entitled to fifteen dollars (\$15.00) per month in wages. Said training courses must be authorized and approved by said Board. No credit hour shall be counted for any training course successfully completed more than five years past. The maximum amount available under this provision per employee is seven hundred and twenty dollars (\$720.00) per year.

Section C

"Wages previously earned for schooling credits by any member of the bargaining unit under previous Agreements shall be retained."

Section D

"No more than twenty (20) hours of approved training school credit will be allowed in any one calendar year for wage increase calculation purposes."

Section E: No Change

Reasons

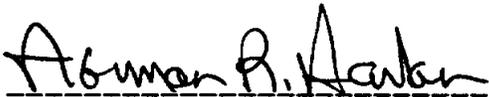
The fifteen dollars represents a compromise between the City's offer of \$10.00 and the Union's proposal of \$20.00. It must be recognized if the payment is too low, employees may have a propensity to try to obtain more schooling simply to try to attain the maximum amount, which requires more schooling at the lower rate, thus causing more absenteeism.

ARTICLE 23 - RETIREMENT AND SEVERANCE PAY

Recommendation: No Change

Reasons:

The City proposed reducing the payout to 1.0 day's pay for each year of service, capping at 25 years. The Firefighters desire to maintain the current language. It is recognized by the Factfinder the current language of 1.5 days payout with no cap on years of service is quite liberal, particularly when one considers the Sick Leave buyout found in Article 16. Once again, this is not an immediate problem, but it is language which will need to be addressed in the future. It is also significant that the City is required to contribute twenty four (24) per cent of each Firefighter's wages toward pensions.



Norman R. Harlan, Factfinder

Steubenville, Ohio
Jefferson County

February 6, 1996