

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

CITY OF MARIETTA,

Employer,

and

96-MED-08-0647

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 442,**

Employee Organization.

FACT FINDING

FACT FINDER:

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FOR THE EMPLOYEE ORGANIZATION

FOR THE EMPLOYER

OCTOBER 6, 1996

FACT FINDING

STATEMENT OF THE CASE

The parties, the City of Marietta, represented by Greg Scott, Esq., Scott Scriven & Wahoff, and the bargaining unit, The International Association of Firefighters, Local 442, including the uniformed employees of the Marietta Fire Department holding the rank of firefighter, lieutenant, captain, and inspector, represented by Henry A. Arnett, Esq., Livorno and Arnett, have entered into negotiations for a successor contract to the contract which expired October 31, 1996.

The parties attached a copy of the existing collective bargaining agreement to their materials.

The parties met and bargained in good faith, and were able to agree to some of the issues between them. The parties have a tentative agreement on the agreed items and ask that the fact finder incorporate, by reference, all of those agreed items. In addition, by the morning of the fact finding the parties had agreed to tentative agreements on overtime, callout, educational leave, uniform purchases, termination, reopener, credit union/direct deposit, and additional inspector. The parties submitted the remaining three issues to fact finding on October 23, 1996.

Pursuant to R.C. § 4117.14 and Admin.R. 4117-9-05, Philip H. Sheridan, Jr., 580 South High Street, Columbus, Ohio, was chosen by the parties as Fact Finder.

The parties agreed to a Fact Finding Hearing on October 23, 1996, and the meeting was convened at 10:30 a.m. at the Marietta City Hall. In addition to their representative, the City of Marietta was represented by Safety Service Director Robert G. Boersma. In addition to their representative, Bruce Weckbacher, Jim Hall, Ron Wright, Tim Castoe, and Tom Reedel appeared on

behalf of the bargaining unit. The matter was presented upon statements and arguments presented to the fact finder.

According to provisions of R.C. Chapter 4117, the parties provided me with a copy of the current contract, the issues which have been resolved, the unresolved issues, and each party's positions on the unresolved issues.

In issuing the Fact Finding report, I have given consideration to the provisions of R.C. Chapter 4117, and in particular, the criteria contained within R.C. § 4117.14(G)(7)(a)-(f).

UNRESOLVED ISSUES:

- Article 14 Pay Scales
- Article 18 Vacation
- Article 34 Residency

POSITIONS OF THE PARTIES:

Article 14. Pay Scales

The BARGAINING UNIT POSITION:

The bargaining unit proposes that the base pay be increased 4% in each of the three contract years beginning November 1, 1996. The Local pointed out the pay package is the only requested change which is a part of the financial package. The bargaining unit pointed out their training requirements are much more substantial in the Fire Department. Now all the members are EMT's and a substantial number of the members have advanced EMT training. The State has made changes to training required for boating rescue, confined space rescue, hazardous materials handling, industrial firefighting, and other paramedic-type training. None of these additional training requirements which the bargaining unit members participate in for the good of their service to the community adds up to

additional pay. The firefighters presented exhibits concerning the training, increased number of runs, and comparables which contained information from the SERB Clearing House. The bargaining unit argues that the last contract which consisted of a 3%, 3.5%, and a 3.5% raise in the base pay was below the statewide average and they assert their 4% increases makeup for the low percentages which they received in the last contract., or at least they are trying to narrow the gap between them and the average. The bargaining unit also argued that a goal of the bargaining unit is pay equity with the police bargaining unit. The only way in which this bargaining unit can come closer to the amount of pay the police bargaining unit has received is to obtain an increase larger than that obtained by the police.

The CITY'S POSITION:

The City proposes to increase all hourly rates across-the-board by 3.5% effective November 1, 1996; by 3.5% effective November 1, 1997; and, by 3.0% effective November 1, 1998. The City asserts that it has agreed to pay compensation to firefighters when they undergo training, and that the training does benefit the City as well as the employees. However, the City does not believe additional training necessarily is directly related to increased income. The City also asserts the position that Marietta should properly be compared with the Southern Ohio cities which share its geographical location as well as its size. The big city suburbs skew the comparables offered by the bargaining unit in the opinion of the City. The City does not believe there should be a pay parity between bargaining units of any sort and rejects the argument by the bargaining unit that the firefighters should be paid the same as the police. The City is able to pay and believes it should be prudent in its usage of the available funds. The City's offer exceeds a cost of living increase because the consumer price index has not increased as much as the City's offer and the inflation rate is lower than what the City is offering. The City also asserts that the firefighters got a 4% raise in the first year of the last contract and 3.5% raises

in each of the other two years of that contract. According to the City, when the City's offer is added into comparables, the City of Marietta moves to second place of the six comparable cities offered. The City also points out it pays 88% of the health insurance costs which also helps to reduce the effect of inflation on its employees.

RECOMMENDATION:

I recommend the parties agree to the City's proposal on pay scales. The comparables provided by both parties were not very persuasive. The bargaining unit's comparables seemed to be too broad to demonstrate much of anything about Marietta. But the City's comparables admittedly do not take into consideration pension pickup which is available in several of the comparable cities. The issue is a close question and I chose the City's proposal because it appears in line with raises received by the bargaining unit in the last contract period and I was not convinced that there should be a greater increase in this contract.

Article 18. VACATION

The BARGAINING UNIT POSITION:

The bargaining unit has proposed language which it asserts will memorialize in the contract the past practice of the department with regard to the scheduling of vacation. Until recently, a bargaining unit employee could start his vacation on any day of the week. All employees except the inspector must schedule two weeks at a time for the first two weeks to which the employee is entitled. The Chief now says that all vacation must begin the first day of the week the employee works. The bargaining unit does not think there is any justification for this change. The change makes the employees' planning of his vacation more inconvenient and there are fewer blocks of time available for scheduling. Because of the vagaries of "Kelly days" and the work schedule, employees do not work an

average number of hours per week or two-week period which would justify the change which has been implemented by the Chief. The bargaining unit also proposes language in the contract which states that the employees who are able to be off pursuant to the staffing requirements are able to be off on any authorized leave and not just vacation leave. The bargaining unit asserts that the past practice was to consider the first two weeks of vacation to consist of five actual duty days. The third, fourth, and fifth weeks of vacation were each considered to include three additional duty days. The bargaining unit wishes to maintain the past practice with regard to how much vacation leave is being paid to the bargaining unit members.

The CITY'S POSITION:

The City asserts that bargaining unit members who accrue more than two weeks of vacation are being overcompensated for vacation and should not be accruing as much vacation as the past practice was allowing. The Chief, by requiring vacation to begin on the first day worked of the week in which the vacation is to be taken has caused some of the vacation to be taken in weeks in which the employees only have two actual duty days. The City's argument is that a real "week" should average 56 hours of paid duty time per employee, and that the employees are receiving too much vacation based upon that average work week. Thus, the City proposes 112 hours of vacation after one year of service, 168 hours after 8 years of service, 224 hours after 15 years of service, and 280 after 20 years of service for those employees who work 24 hour shifts. The City also proposes one selection of vacation by seniority to be completed by November 15th in each year rather than the current practice of choosing twice a year.

RECOMMENDATION:

I recommend the parties adopt the language proposed by the bargaining unit. The evidence at the hearing demonstrated to me that employees with two weeks vacation have been paid for 120 hours, those with 3 weeks have been paid for 192 hours, those with 4 weeks have been paid for 264 hours, and those with 5 weeks of vacation have been paid for 336 hours if they took all of the vacation to which they were entitled. The City's proposal significantly reduces the amount of pay received for vacation used. I am not persuaded that the most senior and valuable employees of the City's fire department should be the ones most adversely affected by the changes proposed, nor that all employees should bear the burden of this change. In addition, the choosing twice a year has worked in the past and being able to take other sorts of leave as well as vacation is important to be recognized in the contract. All of these vacation rules are still subject to Chief's discretion concerning maintaining a properly scheduled work force.

Article 34. RESIDENCY

THE BARGAINING UNIT POSITION:

IAFF Local No. 442 proposes extending the existing residency requirement from eight miles to fifteen miles. The bargaining unit proposes this change in order to allow its members a little more flexibility in obtaining housing. The justification for the residency requirement is in order to allow for emergency call-in of employees in a timely fashion. The number of emergency call-ins is minuscule and the additional time required to travel the additional seven miles is not significant.

THE CITY'S POSITION:

The City proposes increasing the mileage from eight to ten miles. The City asserts that it has a justification for having the residency requirement because of the potential emergency situation which might occur which would require calling in employees.

RECOMMENDATION:

I recommend the bargaining unit's proposal on this issue. I agree that the additional mileage will not cause any significant change in the City's emergency response.

CONCLUSION

I have examined the positions of the parties with respect to each of the issues presented to me in accordance with the procedures outlined in Chapter 4117 of the Revised Code. I have tried to resolve all of the issues for the parties in the Fact Finding which will result in a fair agreement between the parties. The parties can consider resolving all issues between them as a result of compromise and agreement. Adoption of the Fact Finding would have the same result. I thank the parties for their professional and forthright presentations on the issues.

Respectfully submitted,


PHILIP H. SHERIDAN, JR.

November 6, 1996