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**STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD  
FACT FINDING PROCEEDINGS**

STATE EMPLOYMENT  
RELATIONS BOARD

APR 9 10 49 AM '97

**REPORT & RECOMMENDATIONS  
OF THE FACT FINDER**

**IN THE MATTER OF:**

**City of Massillon**

*(Employer)*

*-and-*

**Massillon Professional Firefighters**

**IAFF Local 251**

*(Union)*

Case No. **96-MED-09-0763**

**HEARING:**

As a result of the appointment of the Factfinder, a hearing was scheduled for March 19, 1997 at 10:00 A. M. to be held at the Massillon City Hall in the City of Massillon. The Factfinder was provided with a Position Statement on the day prior to the hearing by the City as required by the O.R.C. However, the bargaining unit did not provide the Fact finder with a Position Paper prior to the hearing. Rather the Position Paper was presented at the hearing.

The Attorney for the City registered an objection to the admission of any evidence by the collective bargaining unit. However, the objection was over ruled by the Fact finder and the Union was permitted to submit evidence.

Prior to the commencement of the formal hearing an attempt to mediate the issues that were in dispute was made. Most of the effort was made by the parties. As the result of a mediation session held prior to the hearing of evidence, seven issues in dispute were reduced to two issues, the other five being resolved.

**APPEARANCES:**

*On Behalf of the Union:*

Richard A. Fay  
Larry W. Layne  
John O'Neill  
Raymond M. Jackson

Union Negotiator ( Spokes person)  
Union Negotiator  
OAPFF 6<sup>th</sup> District V.P  
Union Negotiator

*On Behalf of the Employer:*

Leslie Iams Kuntz  
Al Climer  
Chief T. Matthews

Attorney for Massillon City  
Safety/Service Director  
Fire Chief

**GEORGE W. VAN PELT  
FACT FINDER  
1691 Lyndhurst Road  
Lyndhurst, Ohio 44124**

## **SUBMISSION**

In accordance with the provisions of Section 4117.14(C)(3) of the Ohio Revised Code, the undersigned was appointed Factfinder in the present matter, effective November 15, 1996. By agreement of the parties, the time limitations were extended.

### **ISSUES AT IMPASSE**

The Parties initially identified eight primary issues at impasse:

- I. Article 18 - Hours of Employment
- II. Article 22 - Minimum Manning
- III. Article 23 -Staff
- IV. Article 27-Disability Pay
- V. Article 32-Overtime
- VI. Article 33- Schooling
- VII. Article 37-Entrance Rates
- VIII. Article 39 Insurance

Of these, all of the Articles were resolved prior to hearing of the matter except Article 22 and the Wage Step Increases.

### **BACKGROUND**

The City of Massillon is located near the center of Ohio. It has a 1990 population of 31,007 residents with 12,814 housing units. This reflects an increase of only 456 persons and of 547 housing units since the 1980 census. The evidence indicates that at the time of annexation 169 residences and 7 businesses have been annexed.

The department consists of three stations manned by a minimum of four men per station. The minimum manning requirements are established by one of the disputed Articles of the Contract, Article 22 ,which presently mandates that

the minimum number of employees on duty at any one time must be ten (10).

## **ISSUES AND RECOMMENDATIONS**

### **Article 22 - Minimum Manning**

#### **City Position**

The City takes the position that the minimum manning requirements for the Department as presently exist, created a financial handicap for the City. This is due to the requirement to call in men on overtime when employees were off sick or were taking overtime compensation. It is therefore the position that the minimum manning be reduced to 9 men at any one time.

#### **Union Position**

It is the position of the Union that their should be a greater mandatory minimum manning requirement rather that reduce the minimum manning provisions. The Union position that through annexation of surrounding areas to the City, there is more mandatory manning rather than less.

#### **Discussion and Recommendation**

After a review of the evidence and the positions of the parties, the Factfinder has reached the conclusion that the growth of the City in area or in population has not been of significant degree to justify an increase of the mandatory manning justified.

Based on the evidence that was presented by the City, and not disputed by the Union, the City has been, and will continue to employ additional men when the need requires them to do so. It is quite evident that it is in the best interest of the elective officials of the City to provide the voters with the best possible safety protection.

On the other hand it should be the right of the City to determine the manpower that they require and/or their revenue will support, rather than that of the Union.

For the foregoing reasons it is the recommendation of the Factfinder that the proposal of the City be accepted.

**The following language is proposed:**

*Article 22- Minimum Manning*

*Section 1.*

*The minimum number of employees on duty in the Fire Division at any one time is nine(9).*

\*\*\*\*\*

*Section 2.*

*(N) Employees working partial overtime of less than four (4) hours will not be charged for working the partial overtime, and will not be charged for working the partial overtime, and will keep his/her position of the overtime rotation list.*

**WAGE STEP INCREASES**

**SECTION 1.**

**City Position**

The City proposes an increase in base salary of 3.5 % for each of the years of the contract. This proposal is reflective of the total increase in income for the City, the pay levels of comparable departments of the State of Ohio, and is identical with the increases tentatively agreed to by two other Unions in contract negotiations with the City.

**Union Position**

It is the position of the Union that the City is in a solid financial position and that, based on the data provided by Serb, the comparable salaries for the fire fighters in Massillon are near the bottom of the scale.

**Discussion and Recommendation**

The Factfinder can not dispute that the City is in reasonably sound financial condition. However, the salary rate for the department should be based on the value of the service rendered as compared to that of other similar municipalities .

The Union has based its contentions on comparable departments supplied by Serb which contain much larger cities, with requirements far different from those of Massillon.

Further, that is equal to the increases granted to other bargaining units, a procedure necessary to retain good will within the City Services.

*In as much as the Factfinder finds no language in the Agreement to cover this matter and no language for an ordinance, the Factfinder recommends that the firefighters be granted a three and one half (3-1/2 %) increase for each year of the contract, retroactive to November 24, 1996.*

Respectfully submitted,

A handwritten signature in black ink, appearing to read "George W. Van Pelt". The signature is fluid and cursive, with a large initial "G" and "V".

George W. Van Pelt, Factfinder

Subscribed this 7<sup>th</sup> day of April, 1997  
at Lyndhurst, Cuyahoga County, Ohio