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STATE EMPLOYMENT  
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STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

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In the Matter of Fact-Finding	:	
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Between	:	Case Number: 97-MED-08-0826
	:	
THE CITY OF LOGAN,	:	
	:	
Employer	:	Date of Fact-Finding Hearing:
	:	April 2, 1998
	:	
and	:	
	:	
THE LOGAN PROFESSIONAL	:	Howard D. Silver
FIREFIGHTERS ASSOCIATION,	:	Fact-Finder
	:	
Union	:	

REPORT OF FACT-FINDER

APPEARANCES

For: The City of Logan, Ohio

Gene Dennis, Mayor  
Terry McGrath, City Service Director  
Kim Miller, City Auditor  
10 South Mulberry Street  
Logan, Ohio 43138

For: Logan Professional Firefighters Association

Shawn Williams  
Kelly Hartman  
Brian Robertson  
City of Logan Fire Department  
155 East Main Street  
Logan, Ohio 43138

This fact-finding came on for hearing on April 2, 1998, in the Logan City Building, Logan, Ohio. Both parties were afforded a full and fair opportunity to present evidence and arguments in support

of their positions. On April 10, 1998, the fact-finder received from the Logan City Auditor data showing the city of Logan's general revenue budget for the past three fiscal (calendar) years and information about fire runs from March 23 to April 6. A copy of this material was directed to the Union by the fact-finder on April 15, 1998. The Union was afforded an opportunity to review this material but had no comment. The record in this matter was closed at 5:00 p.m., April 17, 1998.

#### BACKGROUND

At the time of the fact-finding, the parties were operating under a predecessor collective bargaining agreement which was originally agreed to be in effect from January 1, 1996 through December 31, 1997. By agreement of the parties, this predecessor contract continues in effect until a new contract between the parties is ratified.

The union informed the fact-finder that it participates in this fact-finding, as it did during all bargaining with the employer, with the perspective that the parties' new contract will take effect January 1, 1998. The union continues to urge that the contract at issue take effect January 1, 1998, even if that requires retroactive effects. The employer made no argument against retroactivity but reminded the fact-finder that any retroactive period produces increased costs under any wage increase or increase in benefits.

The city of Logan operates within a fiscal year that is also a calendar year, that is, a fiscal year running from January 1 through December 31. As there is no strong sentiment against matching the collective bargaining agreement to the city's fiscal year, and no argument against retroactivity in the successor agreement, the fact-finder adjusts his perspective to a consideration of a contract to take effect January 1, 1998, to include retroactive effect of its guarantees and obligations, unless otherwise specified.

The bargaining unit (at the time of the fact-finding) is comprised of nine members, three lieutenants, three top paid firefighters, and three firefighters who are not top paid. The base rate for firefighters' entry salary is \$7.38 per hour; top rate pay for a firefighter is \$7.82 per hour.

The city of Logan enjoys a one and one-half percent income tax, a substantial source of the city's general revenue funds.

At present, and in the foreseeable future, bargaining unit members make no monthly contribution to costs incurred by the city in providing to bargaining unit members major medical insurance coverage. Such a contribution is not required until a \$350 cap is exceeded. The bargaining unit members participate in a pool of Logan city workers for this coverage, a pool that includes police, fire, maintenance, and non-union workers.

The members of the bargaining unit work a fifty-six hour work week, twenty-four hours on, followed by forty-eight hours off.

17.7% of the annual general revenue funds available to the city of Logan are expended in support of the city of Logan Fire Department. From 1995 to 1996, wages and other compensation for bargaining unit members increased by 2.7%; from 1996 to 1997, wages and compensation for fire-fighting employees went down, from \$432,255.79 to \$399,685.89, a 7.5% decrease.

Under the parties' predecessor collective bargaining agreement, lieutenants and firefighters were each paid under one of three steps, with a two percent salary increase for the first year of the contract, and a two percent salary increase for the second year of the contract.

## ISSUES

### 1. Article X - Personal Leave

Under the parties' predecessor agreement, bargaining unit members were guaranteed three personal leave days per year. The union proposes that one day per year be added to these leave days, totalling four personal leave days per year. The union points out that this brings the bargaining unit into line with other Logan city workers.

The employer had no strong objection to this proposal and it is recommended by the fact-finder.

In making this recommendation the fact-finder keeps in mind that a day of personal leave for a firefighter is worth substantially more than a day of personal leave for an office

worker. An office worker receives eight hours of personal leave for a day of personal leave; a firefighter receives twenty-four hours of personal leave for a day of personal leave. This difference in what an extra personal leave day is worth (what it costs the employer) represents an enhanced benefit and comprises a 33% increase in personal leave.

#### Recommended language - Article X - Personal Leave

In addition to the holidays listed above, employees shall receive **four** tours of duty of personal leave, with pay, upon request to and approval of the employee's supervisor, provided the request for personal time is received by the supervisor at least twenty-four hours in advance of the day requested.

#### 2. Article XIV - Uniform Allowance

Under the parties' predecessor agreement bargaining unit members were each paid \$210 per semi-annum in the first year of that contract. This amount increased to \$240 per semi-annum in that contract's second year. In other words, \$420 in uniform allowance was guaranteed for the first contract year; it increased to \$480 for the second contract year. The union proposes that the uniform allowance be increased by \$40 per year beginning January 1, 1999. The union suggests that a \$40 increase on that date amounts to a \$20 increase effective January 1, 1998, the first year of the parties' successor contract, and a \$20 increase on January 1, 1999.

The city had no strong objection to the increase in uniform allowance proposed by the union. The fact-finder finds that the nature of fire-fighting work is such that the ruination of work clothing is unavoidable. The city agrees to shoulder a greater portion of the financial burden of providing work clothing for the job. The fact-finder applauds this compromise and notes that other language within the article at issue, Article XIV, protects the city by requiring equipment and uniform items lost, stolen, or damaged through negligence to be repaired or replaced by the employee. This language stresses as well that equipment articles needing replacement or repair due to job related wear and tear shall be repaired or replaced by the city.

The fact-finder recommends the proposal of the union on uniform allowance, an increased cost to the city, effective January 1, 1999, of \$360 for the bargaining unit for calendar year 1999, an increase over this two year period amounting to 8%. The fact-finder views this increase in uniform allowance as a job related expense, and one that does not take effect until January 1, 1999.

#### Recommended language - Article XIV - Uniform Allowance

After the first year of employment, uniformed employees shall be entitled to a uniform allowance. This shall be paid on a semi-annual basis, namely the first pay period of January and July of each calendar year. The amount to be paid, effective January 1, 1999, shall be **\$260.00** per semi-annum.

### 3. Article VII - Longevity

Article VII of the parties' predecessor agreement presents longevity supplements to be paid to bargaining unit members in addition to their hourly wage, based on length of service. The union proposes a five cent per hour increase beginning with bargaining unit members with eight to ten years' experience, adding five cents per hour to the present longevity supplement of \$.40 for bargaining unit members with eleven to fourteen years of service; increasing the present \$.50 per hour longevity supplement by \$.05 for bargaining unit members with fifteen to seventeen years experience; and adding three additional longevity steps for eighteen to twenty years, twenty-one to twenty-two years, and twenty-three years and up. These last three categories, as proposed by the union, would be paid at \$.65, \$.85, and \$1.00, respectively.

The city's proposal on longevity adds three additional steps but offers no increase for employees with four to seventeen years of service. The three additional steps, eighteen years to twenty years, twenty-one years to twenty-two years, and twenty-three years to twenty-five years, would pay \$.60, \$.70, and \$.80, respectively.

The employer balances the benefits of a stable and experienced work force in the fire department with the increased costs for longevity payments under this article.

The fact-finder recommends the three extra steps proposed by the city and accepted by the union, but recommends the pay scale proposed by the city. The city's proposal continues to pay

longevity in reasonable amounts and appears to the fact-finder to be sufficient to promote experience in the department.

Recommended language - Article VII - Longevity Scale

<u>Years of Service</u>	<u>Hourly Rate</u>
4-5	\$.20
6-7	\$.25
8-10	\$.30
11-14	\$.40
15-17	\$.50
<b>18-20</b>	<b>\$.60</b>
<b>21-22</b>	<b>\$.70</b>
<b>23-25</b>	<b>\$.80</b>

4. Article VII - Federal Fair Labor Standards Act (FLSA)

The parties agreed that the language within Article VII of their predecessor agreement which addresses the Federal Fair Labor Standards Act shall be carried forward, unchanged in language or intent, to the parties' new agreement. This predecessor language is recommended by the fact-finder.

5. Article XI - Vacation

The parties agreed to carry forward the language addressing vacation in the parties' predecessor agreement. The fact-finder recommends that the language of Article XI in the predecessor agreement be included in the parties' new agreement.

6. Article XV - Sick Leave

The parties agreed to include the language in their predecessor agreement addressing sick leave in their new agreement.

The fact-finder therefore recommends that the language within Article XV in the parties' predecessor agreement be included in the parties' new agreement, unchanged in language or intention.

#### 7. Article XV - Injury Leave

Article XV addresses injury leave in the parties' predecessor agreement as follows:

If an employee sustains a service related injury, he/she shall be put on injury leave during the application period for benefits from Workers' Compensation. Injury leave is understood to be a non-accruing benefit unconnected to regular sick leave. It is understood that an employee's sick leave will not be used during this period.

If the application to Workers' Compensation is approved, the City agrees to pay the employee the difference between his benefits and his "average rate" of pay for the 1st year immediately prior to the current time off period. If the application to Workers' Compensation is not approved, the employee shall revert to regular sick leave and his sick leave account shall then be reduced by the number of hours of injury leave already granted. To expedite this process, the employee agrees to file the proper form(s) with the City Auditor's Office and the Bureau of Workers' Compensation.

The city proposes retaining the above injury leave language with the exception of how the rate of pay of the injured employee is to be calculated during the period of time the employee is receiving Workers' Compensation benefits. The employer proposes that rather than using an "average rate" of pay calculated for the first year immediately prior to the current time off period, this pay be calculated strictly on base rate.

It is noted that the city does not pay for the injury leave in toto, rather the city is responsible under the predecessor agreement's language only for the difference between the salary which would have been paid to the employee and the amount paid to the employee through Workers' Compensation. The calculation of the amount owed the injured employee during the injury leave period under the parties' predecessor agreement employs an "average rate" of pay for the year immediately prior to the injury. The city's proposal would employ a base rate which would reduce the amount of pay owed the injured employee during the period of convalescence. The difference in how the pay is to be calculated as proposed by the city would produce, for an average employee, \$524.72 in pay, while the present system utilized by the parties would produce \$602.90 for the same employee and time period. Workers' Compensation would pay \$482.32. The difference to be paid by the city to the employee under these facts would be \$42.40 under the city proposal, and \$120.58 under the parties' predecessor agreement. The city's proposal, under these facts, would result in a 65% decrease in the city's obligation.

The city believes its proposal to be an incentive for injured workers to come back to work. While the city's interest in limiting costs is understandable, the fact-finder keeps in mind that this language addresses employees injured on the job, hurt while carrying out fire-fighting duties on behalf of the city. The fact-finder finds the evidence and arguments in support of changing injury pay language insufficient to recommend such a change. The

fact-finder therefore recommends that the language on injury leave in the parties' predecessor agreement be retained in the parties' present agreement.

#### Recommended language - Article XV - Injury Leave

If an employee sustains a service related injury, he/she shall be put on injury leave during the application period for benefits from Workers' Compensation. Injury leave is understood to be a non-accruing benefit unconnected to regular sick leave. It is understood that an employee's sick leave will not be used during this period.

If the application to Workers' Compensation is approved, the City agrees to pay the employee the difference between his benefits and his "average rate" of pay for the 1st year immediately prior to the current time off period. If the application to Workers' Compensation is not approved, the employee shall revert to regular sick leave and his sick leave account shall then be reduced by the number of hours of injury leave already granted. To expedite this process, the employee agrees to file the proper form(s) with the City Auditor's Office and the Bureau of Workers' Compensation.

#### 8. Article XVII - Educational Incentive Bonus

Article XVII, Educational Incentive Bonus, was agreed by the parties to be retained in the form found in the parties' predecessor agreement. The fact-finder recommends this language be retained, in form and intention, in the parties' new contract.

Recommended language - Article XVII - Educational Incentive Bonus

All employees covered hereunder who possess a two (2) year Fire Science degree shall receive an incentive payment of \$10.00 per bi-weekly pay period for the length of this agreement.

9. Article VI - Off Duty Fire Runs

In the parties' predecessor agreement, within Article VI, is Call-in Time, which reads as follows:

Employees called in at a time disconnected to their regular scheduled hours of work, shall be paid a flat rate equal to one and one-half (1 1/2) times their regular rate (hourly) for the time worked but no less than three (3) hours for such call-in. Further this rate of pay shall be based on a per run basis for each bargaining unit employee.

The union proposes that the language "their regular rate (hourly)" be replaced by the words "their total rate of pay (hourly)". The fact-finder is unclear about the difference between "regular rate" and "total rate" and therefore endorses keeping the predecessor language, with "regular rate" meaning what the firefighter who has been called in would make for an hour of work during a scheduled shift, a sum which would include base rate, longevity, and any other hourly adjustments required by the parties' contract.

The union proposes new language, entitled "Off Duty Fire Runs", as follows:

Off duty runs shall be paid on a per run basis for each bargaining unit employee. The employee shall be compensated (3) three times the employee's normal hourly overtime rate. If the duration of the fire run is more

than (3) three hours, the employee shall revert to overtime status. When a fire run occurs within (2) two hours of the start of the on-coming shift and the release time is before 0800 hours it shall be considered an off duty fire run. When the fire run lasts past the 0800 hour start time, it shall then be considered overtime for the shift assigned to that duty day.

The city's counter-proposal to the union's proposed language on off duty fire runs is more in keeping with the language in the parties' predecessor agreement in Article VI, under Call-in Time, that is, that a minimum of three hours be paid for each call-in for an off duty fire run, at one and one-half times the employee's regular hourly pay. The city's primary concern, beyond adhering to this predecessor language's pay rate for off duty fire runs, focuses on any repeated fire runs between 6:00 a.m. and 8:00 a.m. The employer is particularly concerned about a firefighter called in for an off duty fire run at 6:10 a.m., only to find it to be a false alarm. Returning home at 6:30 a.m. the firefighter is sent out on another run. The employer proposes that language be included in Article VI to make it clear that under such a circumstance the firefighter is entitled to the full three hours pay at one and one-half times the firefighter's regular hourly rate, but is not entitled to claim two off duty fire runs such that three hours is owed for the first run and three hours is owed for the second run.

The union does not dismiss the employer's concern on this point and is agreeable to language which would avoid this problem. The union specifically proposes, however, that no language in this article "connect" the 6:00 a.m. to 8:00 a.m. time period to the succeeding 8:00 a.m. shift.

With the concerns of the parties' in mind, the fact-finder recommends the following language to be included in the parties' contract under Article VI, for off duty fire runs.

Recommended language - Article VI - Off Duty Fire Runs

Off duty fire runs shall be paid on a per run basis for each bargaining unit employee. The employee shall be compensated one and one-half times the employee's regular hourly rate. If the duration of the fire run is more than three hours, the employee shall revert to overtime status. When a fire run occurs within two (2) hours of the start of an on-coming shift, and the release time is before 0800 hours, any and all additional fire runs by the employee between 0600 hours and 0800 hours that day shall be merged into the initial run and the employee shall be paid as if one run had occurred.

10. Article VI - Wages

At the beginning of the fact-finding hearing, the employer proposed wage increases, beginning January 1, 1998, over the three years of the contract, to be 3%, 2%, and 2%. The union proposed an 8% wage increase in the first year, followed by wage increases of 4% and 4%.

At the conclusion of the fact-finding hearing, the employer proposed wage increases of 3%, 3%, and 3%, and the union proposed wage increases of 5%, 3%, and 3%, with a 2% PERS "pick-up" by the employer, that is, retirement contributions in this amount be paid by the employer to the benefit of the bargaining unit members.

The employer provided the fact-finder with budget figures showing a budget in balance, with general revenue annually of about 2.5 million dollars. The budget allocates about 700,000 dollars for police protection, and about 400,000 for fire protection. The general revenue of the city of Logan is augmented by a fire department levy which provides about \$65,000 per year.

Budget figures presented by the employer reflect an ability to pay for wage increases, and the history of bargaining between these parties shows yearly wage increases have been customary in recent years. The economy, nationally and locally, has been expanding steadily though at modest rates, with very little inflation. While there is no indication in the record of any economic storm clouds on the horizon, there is no guarantee that the expanding economy that the city of Logan and other American communities have experienced in the past few years will continue. Thus, guaranteed wage increases promised for January 1, 1998, January 1, 1999, and January 1, 2000, must be made with little certainty about how the economy will actually perform over the life of the contract.

The pension pick-up recommended by the union is attractive as it provides a tax free benefit to a bargaining unit member and allows the city to provide a benefit at a lower cost (no withholding). It is nonetheless an expense to the city, and if not provided before, as is the case with the city of Logan, there are administrative costs which arise from the initiation of such a benefit.

The fact-finder finds the wage proposal of the employer neither stingy nor generous. It guarantees yearly wage increases of 3% effective January 1, 1998, January 1, 1999, and January 1, 2000, in addition to increases in personal leave, uniform allowance, and longevity, and still requires, under present conditions, no monthly contribution from bargaining unit members for major medical insurance coverage. While the 3% wage increases over the three years of the parties' successor agreement are not as much as the union proposes, it is in line with the inflationary rate and the recent slow growth of the American economy. The consumer price index is at present less than 3%, and the more modest wage gains recommended by the fact-finder are off-set somewhat by the fact that, come what may, the increases are guaranteed.

The fact-finder also considers the number of off duty fire runs which occur in the city of Logan and other areas under the jurisdiction of this city's fire department. Wages are augmented by the extra pay generated by off duty fire runs. The fire runs presented in the information provided by the employer, showing thirty-five runs from March 23 through April 6 (no year appears on this log), shows, among those runs for which times are listed (33 of 35), the average time among these 33 runs was one hour and four minutes. The list of runs during this two week period shows two runs lasting over three hours, six runs lasting over two hours, four runs lasting more than one hour but less than two hours, and twenty-one runs lasting less than one hour. At 2.4 runs per day (on average), the number of runs on an annual basis is 876. Among nine

bargaining unit members, this amounts to 97.2 runs per bargaining unit member per year. At three hours guaranteed per run at 1 1/2 rate of pay, the 97.2 runs calculate to 291.6 hours of guaranteed pay at time and a half, which is the same as an extra 437.4 hours for what, on average, takes about 136.08 hours. These extra 437.4 hours of pay through off duty call-in runs amount to an additional 15.6% of the 2800 hours scheduled each year for each firefighter (56 hours per week x 50 weeks = 2800).

The fact-finder recommends the employer's wage proposal as it appears fair in light of other benefit increases agreed by the employer, because of the state of the economy during the time of this contract's bargaining and fact-finding, and because of other pay supplements enjoyed by bargaining unit members under the parties' predecessor and successor agreements.

Recommended language - Article VI - Wages

The following pay ranges shall be adopted to be effective January 1, 1998, and shall remain in effect through December 31, 2000. The rates are straight time hourly rates.

	Lieutenants			Firefighters		
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
1st Year	8.63	8.98	9.34	7.60	7.88	8.05
2nd Year	8.89	9.25	9.62	7.83	8.12	8.29
3rd Year	9.16	9.53	9.91	8.06	8.36	8.54

Along with the recommended language presented in this report, the fact-finder recommends that all of the other articles about which the parties have tentatively agreed through bargaining be incorporated by reference into this report as if fully reprinted herein as recommended language by the fact-finder.

In making the recommendations presented above, the fact-finder has kept in mind criteria required by Ohio Revised Code Chapter 4117. and Chapter 4117. of the Ohio Administrative Code, including considerations contained within Ohio Administrative Code sections 4117-9-05(J) and Ohio Administrative Code Rule 4117-9-05(K).

  
Howard D. Silver  
Fact-finder

April 20, 1998  
Columbus, Ohio

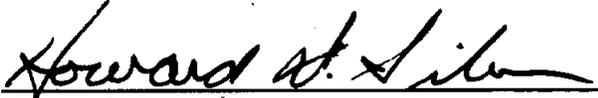
CERTIFICATE OF FILING

I hereby certify that the foregoing Report of Fact-Finder was filed with the State Employment Relations Board and mailed this 20th day of April, 1998, to the following:

Terry McGrath, City Service Director  
City of Logan  
10 South Mulberry Street  
Logan, Ohio 43138

and

Shawn Williams  
Lieutenant  
City of Logan Fire Department  
155 East Main Street  
Logan, Ohio 43138

  
Howard D. Silver  
Fact-finder

April 20, 1998  
Columbus, Ohio