

STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD
RECORDS SECTION
SEP 11 10 30 AM '98

In the Matter of Fact-Finding	*	
Between	*	<u>FINDINGS</u>
	*	<u>AND</u>
RICHMOND HEIGHTS FIRE	*	<u>RECOMMENDATIONS</u>
FIGHTERS, I.A.F.F. LOCAL 2009	*	
	*	Case No. 97-MED-10-1164
and	*	September 9, 1998
	*	
CITY OF RICHMOND HEIGHTS,	*	Anna DuVal Smith
OHIO	*	Fact-Finder

Appearances

For the Richmond Heights Fire Fighters:

James Astorino, Staff Representative
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For the City of Richmond Heights:

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I. BACKGROUND AND SUBMISSION

The Richmond Heights Fire Fighters, I.A.F.F. Local 2009, represents all full time fire lieutenants (one), fire prevention officers (one) and fire fighters (thirteen) employed by the City of Richmond Heights, Ohio. Its contract with the City expired on December 31, 1997, with the undersigned appointed Fact-Finder under §4117.14(C) O.R.C. and pursuant to 4119-9-05(E) of the Ohio Administrative Code on December 1, 1997. The parties mutually agreed to extend the statutory deadlines, but several meetings to bargain a successor contract failed to resolve all outstanding issues. The parties accordingly proceeded to fact-finding. Pre-hearing statements were timely filed prior to meeting with the undersigned at 10:00 a.m. on August 7, 1998, in City Hall, Richmond Heights, Ohio. Present for the Fire Fighters in addition to Mr. Astorino were Fire Fighter Frank E. Dworning, President, and Lt. John Gray (former President) and Kenneth Adams, Staff Representative, Northern Ohio Fire Fighters. Mr. Bloch was the sole attendee for the City. Positions on eight issues (Paramedic Pay, Selection of Schedule/Time Off, Full-to-Part-Time Ratio, Acting Officer, Minimum Manning, Jury Duty, Vacation, and Education Incentive) were submitted, but these were reduced to two through mediation. Mediation having failed to produce agreement on all outstanding issues, a hearing was convened at 10:55 a.m. for findings of fact and recommendations on Paramedic Pay and Full-to-Part-Time Ratio. The parties were afforded a complete opportunity to examine witnesses, to present written evidence, and to argue their respective positions. The oral hearing concluded at 11:55 a.m., whereupon the record was closed.

II. CRITERIA

In rendering this Report and Recommendation, the Fact-Finder has given full consideration to all reliable information relevant to the issues and to all criteria specified in §4117.14(C)(4)(e) and Rule 4117-9-05 (J) and (K) O.A.C., to wit:

- (1) Past collectively bargained 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) 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 the public service or in private employment.

III. THE ISSUES, FINDINGS AND RECOMMENDATIONS

Paramedic Pay

The Positions of the Parties

The Union proposes a new article that would provide a yearly premium of \$1200, effective January 1, 1998, for all employees certified as a paramedic, now numbering eleven of the fifteen. In support of this demand, the Fire Fighters submit data to show that six communities of comparable size and close proximity either already pay this premium or have received a fact-finder recommendation to do so (Union Ex. 1).¹ Additional data, the Union argues, shows this to be an accepted practice in Cuyahoga and Lake counties (Union Ex. 2). The Fire Fighters further argue that the amount they seek is reasonable in light of the 1998 average of \$1533 paid by the six comparable cities, some of which started their paramedic programs at about the same time as Richmond Heights,

¹South Euclid, Lyndhurst, Mayfield Heights, University Heights, Highland Heights and Willoughby Hills.

but instituted the premium pay shortly thereafter. There is no justification for Richmond Heights being different from its sister cities, particularly since failure to provide this benefit has caused its wage position (salary plus paramedic pay) to slip from third to fifth place since 1989 (Union Ex. 5 and 8). Granting the \$1200 requested, it says, would place the Richmond Heights Fire Fighters second of seven, the same rank order position they enjoy in salary alone (Union Ex. 3 and 5), and would provide a benefit to the City in terms of reduced turnover. As far as the impact on bargaining with other units is concerned, the Union points out that the 1998-2000 police contract provides for supplemental pay for a number of officers (Union Ex. 6). Finally, the Union admits that new hires come into the unit knowing they will be receiving no additional compensation for their paramedic certificate, but notes that one-third of the department was employed prior to 1991 when the City only provided EMS to its citizens. They thus hired in with different expectations. The City has had plenty of time to develop the program. It is time, urges the Fire Fighters, to join the other cities who reward their paramedics for the valuable service they provide.

The City rejects the Fire Fighters proposal for a number of reasons. First, it points out that Richmond Heights is a bedroom community with a large portion of available space taken up by the Cuyahoga County Airport, which provides no real estate tax base to the City. The major commercial development is a mall which has fallen on hard times and has ceased to be an income contributor to the City. Thus, Union exhibits showing deterioration in wage position really show the effect of bargaining during a time of financial difficulty, not the effect of paramedic pay in other cities. Moreover, Richmond Heights should not be compared to some of the cities cited by the Fire Fighters. Highland Heights is a wealthy neighbor and University Heights has a tax levy to pay for its paramedic program. What the Fire Fighters propose would cost the City \$40,000 over the next three years. What would it get for this, asks the City? Firefighter compensation presently anticipates

additional duties and those who hire in today know what the structure of compensation is in Richmond Heights. If it is unacceptable to them, they can go elsewhere. While it is true the City has done something additional for the police, the only plural group is the detectives, who earn only a \$50 monthly stipend over base salary.

Findings and Recommendations of the Fact-Finder

The citizens of Richmond Heights have enjoyed the benefit of paramedic services from the Fire Department for some years without additional compensation to those who provide those services. During the same period, compensation (in terms of base salary plus stipend) vis-à-vis those employed in surrounding communities has declined to some degree. How much of this erosion is attributable to earlier financial difficulty and how much to the adoption of paramedic premiums in other cities is beside the point. What matters now is whether the City has the financial means to rectify that erosion and, if so, by what mechanism it ought to do so. The City did not argue that it lacks the financial wherewithal to meet the Union's demand, so one must infer that some increment is within its capability. This conclusion is supported by the modest increases in stipends granted to the police. I find, therefore, that the City now has the ability to make up for at least some of its Fire Department's loss in relative compensation. Moreover, that since firefighters now provide services they previously did not and have acquired the skills to do so, making up for that loss in the form of a skill-based stipend (which has become the standard in the area) is a reasonable solution.

However, granting the Union's position would place the Richmond Heights Fire Fighters second in total compensation rather than restoring them to the third place position they held in 1989 when they had a slight edge in salary alone. Moreover, \$1200 per year is difficult to justify in light of the size of the police stipends and the City's lack of interest in motivating all firefighters to obtain the certificate. What really matters to the City, or ought to, is the cost of low morale and turnover

compared to the cost of higher compensation. What really matters to the firefighters, or seems to here, is internal and external equity in total compensation. \$600, which is the size of the detective stipend, though small for a paramedic premium, is enough to restore the Department's third place position, placing it behind Mayfield Heights and Highland Heights (using the Union's 1997 figures), but gives the Fire Fighter/Paramedics over \$44,000 (1997) before overtime and costs the City roughly \$6600 per year before overtime and benefits, a modest price to pay for the services it receives from this unit and the work force stability it could gain. My recommendation is to add a new article stating,

All employees certified as a Paramedic shall be paid a yearly premium of \$600.

This premium should be effective January 1, 1998, as proposed by the Fire Fighters.

Full-to-Part-Time Ratio

The Positions of the Parties

The City has a history of using part-time firefighters. Within the past year it made an agreement with the Union to employ part-timers in the ratio of two full-time to one part-time. While it does intend to fill the present vacancy with a full-time firefighter, it also seeks to use additional part-timers in the ratio of 3:2 in order to reduce overtime and improve the functioning of the Department. It would be willing to accept a Fact-Finder recommendation that makes the sought-after ratio contingent on a full complement of five full-time firefighters per shift. It points out that it is management's responsibility to weigh safety with economic realities, and that the fact-finder who previously spoke to the part-time issue did so a decade ago. The City asks this Fact-Finder to give serious consideration to its proposal which would increase the manning in the Department.

The Union objects to any change in the present arrangement that was memorialized in a Letter of Understanding (Union Ex. 10). For twenty years, it says, the Department did not use more than one part-timer at a time, but in 1997 it began to use two. To settle a grievance on this matter, the parties agreed to the 2:1 ratio that allows for more than one part-timer on duty at a time. In the opinion of the Union, the arrangement must have worked well for the 120-day trial period because the City had an opportunity to review it at the conclusion of the trial period and had no problem with it then. In fact, the Union says, there were less than 400 hours of overtime during that period.

The Union says the current overtime situation is of the City's making. Overtime on the A-shift since one of its firefighters retired is over seven times what it is on B and C shifts (1080 hours v. 138 each, Union Ex. 11) because of the City's decision to treat the vacancy as scheduled time off. The City could either have hired a full-time firefighter at a salary of \$14,735 for those seven months or paid \$62,203 in overtime and part-time coverage for the same period (Union Ex. 12). The City's choice not to hire thus created the issue by artificially driving up overtime costs.

The Union argues that this issue is not about money. What it is about is safety. Part-time firefighters are not required to be paramedics, they typically have only the minimum firefighter training, they are not as familiar with the community or the department and its operations as full-time firefighters are, and they need more supervision than the regular workforce. What is more, the different rules they are subject to create morale problems since full-timers are held to higher standards though part-timers receive preferential treatment in working available hours. The fact-finder in 1988 found the advantage of lower-cost part-time firefighters to be outweighed by the superior service provided by seasoned, full-time firefighters (Union Ex. 9), and this Fact-Finder should, too.

Findings and Recommendation of the Fact-Finder

As the party proposing the change, the City has the burden of proof. Here the City has failed to demonstrate that its overtime costs are excessive or what the expected reduction in overtime costs would be if its proposed ratio were implemented. It also has very little to say in response to the Union argument that safety would be compromised by such a change. The Fact-Finder thus has very little to go on other than to take note of the fact that part-time employees are less costly than overtime or even full-time employees on straight time. However, she is also obliged to note that excessive reliance on temporary or part-time employees will generally impede the effective functioning of a work unit, particularly small units that must work together as cohesive teams under conditions of stress. This effect is likely to be aggravated when the core, full-time employees are felt to be disadvantaged by preferential treatment given to the temporary or part-time employees. Inasmuch as I am bound to consider the effect of any proposal on the normal standard of public service and the service here is the critical one of public safety, it is vital that I be able to perform a reasoned, fact-based analysis of what increasing a shift's complement of part-time firefighters from 33 to forty percent would do, not just to the City's labor costs, but also to its quality of service. In light of this and the fact that the City won the right to increase part-time usage from twenty to 33 percent only last year, I cannot recommend the City's proposal, even with the contingency of filling the present vacancy.

IV. SUMMARY

Issue

Paramedic Pay
Part-Time Ratio

Recommendation

\$600/year
No change

Respectfully submitted,



Anna DuVal Smith, Ph.D.
Fact-Finder

Cuyahoga County, Ohio
September 9, 1998