

Dec 17 10 26 AM '97

IN THE MATTER OF FACT-FINDING

BETWEEN

CITY OF WILLOWICK

AND

WILLOWICK FIREFIGHTERS ASSOCIATION

BEFORE: Robert G. Stein

SERB CASE NO. 97-MED-10-1188

PRINCIPAL ADVOCATES FOR THE UNION:

Terry Simonian, President

Robert Fisk

Mike Palumbo

WILLOWICK FIREFIGHTERS ASSOCIATION

30435 Lake Shore Blvd.

Willowick OH 44095

and

PRINCIPAL ADVOCATE FOR THE CITY:

Tom Grabarczyk

LABOR RELATIONS MANAGEMENT, INC.

6800 W. Central Ave., Suite L-2

Toledo OH 43617

INTRODUCTION

The bargaining unit is comprised of fifty-eight (58) part-time employees holding the classifications of 1st, 2nd, and 3rd Class Firefighter, as well as Lieutenant, and Captain. The Union has had a bargaining relationship with the City for over five (5) years. There are other bargaining units in the City which represent police and service employees.

On December 12, 1997, a fact-finding hearing was held and the parties presented the Fact-finder with four (4) unresolved issues. During the hearing the parties agreed to and welcomed an effort by the Fact-finder to mediate the dispute. A large block of time was devoted to mediation. The Advocates represented their respective parties well and actively pursued creative solutions to each issue in dispute. In spite of these vigorous efforts, an agreement could not be reached by the parties.

The parties requested that the Factfinder in this matter issue a report in three (3) days. In order to facilitate the issuance of this report, the parties requested in writing that the Factfinder limit his discussion on rationale. The Factfinder agreed to this request.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C)(4)(E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made:

ISSUES 1 Article 17, SECTION 1 WAGES

Union's position

The Union is asking for a 25% increase for the 1st year of the Agreement (effective January 1, 1998), a 4% increase effective January 1, 1999, and a 4% increase effective January 1, 2000. The Union bases its rationale, in part, on seeking parity with the Police Department Dispatchers and the part-time police officers in the City. In addition, the Union argues the emergency response runs and workloads have steadily increased.

Employer's position

The Employer proposes a 4% increase each year of the Agreement to be effective on January 1st of each year. In addition, the Employer proposes raising the uniform clothing allowance (which located in Section 5 in Article 17, WAGES AND OTHER COMPENSATION) to \$325.00. The Employer argues its offer is reasonable and keeps it competitive with surrounding communities. The Employer considers the Union's first year proposal to be excessive in light of comparable wage increases in the economy.

Discussion

Wage increases are often the most difficult issue to settle in any collective bargaining context. The bargaining unit provides a vital service to the City, and the work

is both difficult and hazardous. However, each municipality has fiscal and political realities and limitations. In viewing comparable entities in the area, the bargaining unit wages are competitive for the classification of part-time firefighter. The wage offer by the City is also in line with what other like employers and unions have been settling for with or without neutral third party assistance.

Recommendation

Effective January 1, 1998	4% across the board wage increase
Effective January 1, 1999	4% across the board wage increase
Effective January 1, 2000	4% across the board wage increase

The uniform clothing allowance shall be increased to \$325.00.

ISSUE 2 ARTICLE 18, SECTION 6 RESIDENCY

Union's position

The Union proposes this section be eliminated or modified to allow greater flexibility for bargaining unit members to live beyond the current three and one-half (3 1/2) mile radius limitation. The Union argues that the Department has changed since this rule was established in 1992. At that time, the Department had 15 or 16 paramedics in contrast to the 28 trained paramedics it has now. In addition, more employees are currently being trained which will cause this number to rise in the future. Approximately

85% to 95% of the 90 shifts available each month are covered by one or more paramedics.

Employer's position

The Employer proposes to maintain current language, with the exception of modifying the language of the second sentence to more accurately conform to the meaning it has been given since 1992. This change is meant to be a clarification of the current practice of the parties. The Employer argues that the issue, although defined by miles, is one of response time. The part-time nature of the Department and the need for timely responses remains critical to the effectiveness of the Department.

Discussion

A change of the magnitude being sought by the Union requires sufficient evidence and documentation in order for a fact-finder to undo what the parties have lived with for years. However, it is clear from the evidence presented that some things have changed. The Union's argument regarding the increased number of trained paramedics is persuasive. The coverage provided by paramedics is markedly different than it was five years ago. In addition, there are more bargaining unit members who are being trained or will be under the training as paramedics.

Response time is another factor to consider. The City's point regarding the need for a fire department that can respond in a timely manner is important. However, response to a call cannot simply be measured in distance. The route of travel

significantly impacts travel time. Access to major thruways such as Route 2, Route 90, and Route 306 is an important factor when one considers the need to travel to the Department without time consuming delays caused by single lane roads, stop lights, and stop signs at intersections. At times, traffic can be a consideration in such matters; however, freeway travel is notably faster.

In addition, it was noted that a majority of the bargaining unit lives east of the City. As families grow, the needs of employees change regarding appropriate housing. A reasonable accommodation is called for that considers employee needs, without compromising the aforementioned needs of the City and its citizenry.

Recommendation

Maintain current language with the following exceptions:

1. At the end of the first sentence add the following:

except that in addition, an employee may live west of Route 306 and north of Route 90, east of the City.

2. Change the second sentence to read:

No member of the Bargaining Unit employed by the City at the effective date of the 1992 Agreement who was authorized to reside further from the Department than the distance specified in this Section shall be required to move his residence or terminate his employment as a result of the requirements of this provision.

ISSUES 3 ARTICLE 18, SECTION 8 LOCKERS

Union's position

The Union desires to add language to this section that would grant each member his own locker. The Union argues that currently 13 employees must double up in lockers. This practice not only affects privacy, but may have serious consequences regarding the control of infections from bio-hazardous exposures on the job.

Employer's position

Maintain current language.

Discussion

The Union's point regarding the control of infections from bio-hazardous exposures is a significant one. The risk of such infections gets compounded when locker space must be shared with other employees. I find the Union's request to be reasonable in this matter. The City argued that it has significant space limitations and this must also be considered in this matter.

Recommendation

Maintain current language, except add second sentence that reads:

The Employer shall increase the current number of lockers in the Fire Station by an additional 16 single unit lockers within the first year of this Agreement.

ISSUE 4 NEW ARTICLE SICK TIME ACCRUAL

Union's Position

The Union proposes to add sick leave to the list of benefits in accordance with the Ohio Revised Code.

Employer's position

No new language in this area. The City maintains it is a Charter City and simply cannot not afford the provision of sick leave to part-time employees.

Discussion

The provision of sick leave for part-time employees varies greatly among organized public employee groups. Information was not available to determine the number of the part-time employees in the bargaining unit, who on a full or part-time basis, already have sick leave benefits provided by their other public or private employers. However, the facts reveal that many employees in the bargaining unit have permanent gainful employment that provides them with benefits. In this matter, the Union was unable to demonstrate a significant number of comparable or similarly situated cities that provided sick leave to part time employers.

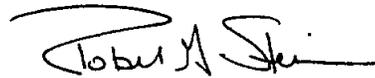
Recommendation

No new language.

TENTATIVE AGREEMENTS

All other issues tentatively agreed to prior to fact-finding are considered to be part of this report and are recommended to the parties.

The Fact-finder respectfully submits the above recommendations to the parties this 15th day of December, 1997 in Summit County, Ohio.



Robert G. Stein, Fact-finder