

STATE EMPLOYMENT RELATIONS BOARD

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STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF FACT-FINDING BETWEEN:

City of Bay Village, Ohio)
)
 and)
)
 International Association of Fire Fighters,)
 Local 1144, AFL-CIO)

Case No: 97-MED-11-1236
Factfinder: Colman R. Lalka

HEARING

Date of Hearing: June 17, 1998
Location of Hearing: Bay Village, Ohio

ATTENDANCE AT HEARING

For the Employer:

Gary C. Johnson, Attorney at Law, Advocate
Gary Ebert, Law Director
Gina Kuhlman, Labor Counsel

For the Union:

David P. Byrnes, President, Northern Ohio Fire Fighters, Advocate
Martin Mace, President, Local 1144
Ronald Westmoreland, Representative, Local 1144
William F. Sillasen, Representative, Local 1144
Kenneth Adams, Representative, Northern Ohio Fire Fighters

MEDIATION

Prior to the commencement of the factfinding hearing, mediation was offered to the Parties. The Factfinder acted as mediator throughout the presentations of the Parties with four unresolved issues being negotiated. None of the four issues was resolved.

CRITERIA

After giving thorough consideration to the evidence and arguments of the Parties, the criteria used by the Factfinder in resolving the disputed issues were those set forth in Rules 4117-9-05(J) and (K) of the State Employment Relations Board, to wit:

4117-9-05(J). The fact-finding panel, in making findings of fact, shall take into consideration all reliable information relevant to the issues before the fact-finding panel.

4117-9-05(K). The fact finding panel, in making recommendations, shall take into consideration the following factors pursuant to division (C)(4)(e) of section 4117.14 of the Revised Code:

4117-9-05(K)(1). Past collectively bargained agreements, if any, between the parties;

4117-9-05(K)(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;

4117-9-05(K)(3). The interests 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;

4117-9-05(K)(4). The lawful authority of the public employer;

4117-9-05(K)(5). Any stipulations of the parties;

4117-9-05(K)(6). Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

BACKGROUND

The City of Bay Village, Ohio (hereinafter Employer or City) has recognized the International Association of Fire Fighters, Local 1144 (hereinafter Association), as the bargaining representative for certain employees of the City. The Association represents approximately 25 Firefighters.

The Association is duly certified by the State Employment Relations Board and had a Labor Agreement in effect that expired on December 31, 1997. Formal bargaining between the Parties has been ongoing. When impasse was reached on the issues in dispute, the Parties requested the Factfinder convene a hearing, attain relevant facts, and prepare a report and recommendations in keeping with ORC 4117 and related Rules and Regulations adopted by SERB. The hearing was convened on the date and at the place indicated above. At that time the Parties were given the opportunity to present evidence and argument in such a manner that would allow the Factfinder to render a report and make recommendations on the issues at

impasse. This report, including recommendations, is based on the facts and arguments presented at the hearing.

ISSUES AT IMPASSE AND RECOMMENDATIONS

The Parties presented four issues to the factfinder:

1. Wages
2. Paramedic Pay
3. Holiday Pay
4. Residency Requirements

For the Association's presentation, it used the communities of Lakewood, North Olmsted, Fairview Park, Rocky River, and Westlake as comparable communities. Except as indicated below, the Employer did not take issue with those communities as being comparable to the City of Bay Village. Moreover, the City's ability to finance the Association's proposals is not in question.

ISSUE 1, WAGES

The wages for Firefighter are as follows:

	Prob.	1 Yr.	2 Yr.	3 Yr.
Firefighter/Paramedic	\$29,565	\$32,915	\$37,288	\$42,450
Firefighter (EMT)	28,930	32,281	36,654	41,816
Firefighter	28,297	31,647	36,021	41,183

The Association is requesting wage increases of 5% effective January 1, 1998, 5% effective January 1, 1999, and 4% effective January 1, 2000. The City is offering 3½% increases effective on January 1st of 1998, 1999, and 2000.

ASSOCIATION'S POSITION

The Association maintains that inasmuch as the City has the ability to pay, its offer is not sufficient when compared to comparable cities. The Firefighters from Bay Village and the

comparable cities, it is noted, all train together, including HAZMAT training, and are all mutual aid communities.

A comparison of wages with those communities establishes, it is argued, Bay Village Firefighters are steadily slipping below the average. For the years 1994 through 1997, Bay Village Firefighters were lower in annual wages by approximately \$770, \$820, \$835, and \$762 respectively, than the average wages of Firefighters in the comparable communities. With the annual wage increases requested by the Association, the Association projects Bay Village Firefighters to be behind by \$196 in 1998, and to be \$385 over the average in 1999. That 1999 figure may be lower, however, depending on the wage increases received by North Olmsted Firefighters who are currently in contract negotiations. With the City's 3½% annual increases, the Association projects being lower by \$832 and \$942 in 1998 and 1999 respectively.

In response to the City's contention that all other Unions with which the City deals settled for 3½% wage increases, the Association questions the accuracy of that argument. Also, the association indicated it cannot speak to the FOP settling for 3½%, and again states the Firefighters should be paid the same as Firefighters in comparable communities.

Regarding the City's argument of the lower number of hours worked by Bay Village Firefighters, it is noted that Avon Lake was added to the list of cities the Employer used for comparison of hours. Avon Lake, the Association argues, is not a comparable community.

EMPLOYER'S POSITION

The City admits it has the ability to pay the wage increases requested by the Association, however, it states, that is not the issue. The Consumer Price Index is at an eleven year low, and, the Employer continues, the ability to pay and the propriety of paying are two separate matters. In any listing of cities, the Employer notes, one is going to be first and one is going to be at the bottom. Moreover, all of the comparable cities have more citizens than Bay Village. Lakewood has the most and also has an industrial base. Westlake and Rocky River are the most affluent communities. Bay Village's residency is about 15,000 and is declining.

The difference in Bay Village Firefighter wages and the comparable communities is low considering the base and size of the communities. Moreover, the City continues, Bay Village

Firefighters work a 50 hour week, which is less than the comparable communities, although, the City indicates, not by much. Other comparable communities are attempting to work the same number of hours Bay Village Firefighters work.

DISCUSSION

The City argued strongly that pattern bargaining precludes the Firefighters being granted anything greater than 3½% wage increases on January 1st of each year for three years commencing 1998. The City argued its contract with the FOP was the “bell cow” contract that has been followed in its dealings with the remainder of unions with which the City deals.

A total of four current Bay Village contracts were presented to the Factfinder involving unions other than the Firefighters. Two contracts involving the FOP¹ were both executed by the Parties on December 24, 1997. The CBA involving the City and AFSCME was executed on March 13, 1998, and the CBA involving the Clerks and Secretaries Association was executed on April 6, 1998. All labor agreements, including the CBA involved in this factfinding, have the same effective dates of January 1, 1998 through December 31, 2000.

A review of the two CBA's involving the FOP does indeed disclose a 3½% wage increase over the lives of the contracts. That is, in both contracts, on January 1, 1999 a wage increase of 3½% is granted over the 1998 wages, and on January 1, 2000, another 3½% is granted over the 1999 wages. In its presentation at the hearing, the City indicated the wage increase on January 1, 1998 was 3½% over the wages earned in 1997. This 3½% wage increase is the pattern the City argues must be followed in its dealing with the other unions, or the City faces the dilemma of no union being willing to be the first to come to agreement with the City out of fear of a different union subsequently obtaining better terms.

While the pattern argument is compelling, the Factfinder is puzzled over the wage

¹ FOP Patrolmen, and FOP Sergeants and Lieutenants.

increases granted in the two remaining CBA's, which were executed after the FOP contracts. In the AFSCME contract, the provision dealing with wages reads as follows:

ARTICLE XXVIII RATES OF PAY

28.01 Effective January 1, 1998 for all classifications, the following rate schedule shall be implemented:

CLASSIFICATIONS	1998	1999	2000
Leadman Mechanic	\$16.27	\$16.84	\$17.43
Leadman	16.27	16.84	17.43
Mechanic	15.60	16.15	16.72
Specialist I	15.30	15.84	16.39
Specialist II	13.27	13.73	14.21

28.02 If an employee's wage rate prior to January 1, 1998 is below the wage rate for the appropriate classifications, that individual's wage rate shall be adjusted to the wage rate effective January 1, 1998.

28.03 If an employee's wage rate prior to January 1, 1998 is above the wage rate for the appropriate classification, there will be no wage rate adjustment of that individual's wage rate.

28.04 The wage levels for each classification reflected on January 1, 1998 will be increased on January 1st of each year following this agreement by a general wage increase of 3.5%.

28.05 All employees shall receive a minimum of 3.5% or the pay rate specified in 28.01, whichever is greater.

28.06 All Specialist II's with five (5) years of service with the Service Department and/or Parks Department prior to January 1, 1998, will automatically be reclassified to Specialist I effective January 1, 1998.

28.07 Any Specialist II or Specialist I may bid on the Mechanic position. The City agrees to establish Mechanic position and post at least one position within thirty (30) days of ratification.

28.08 The two (2) employees currently classified as Specialist I and have been assigned to and performing as "Lead Mechanics" in the Service Department shall automatically be reclassified to Leadman Mechanic effective January 1, 1998.

* * *

A review of the AFSCME agreement discloses a **minimum** wage increase of 3½%, and in enumerated instances, a wage increase of more than 3½%. For example, § 28.08 provides for a promotion of two employees currently classified as Specialist I's to a higher pay grade of Lead Mechanic. The promotion is on top of the 3½% wage increase. Continuing, the City has agreed to create additional positions, pursuant to § 28.07, to be filled by lower grade employees. This again is on top of the 3½% wage increase.

The wages provisions of the Clerks-Secretaries Association CBA reads as follows:

ARTICLE XVI COMPENSATION PAYMENT

21.01 For full-time employees, hired prior to 1-1-95 there shall be a 3.5% annual increase in pay. Additionally, there shall be a 3.25% increase effective January 1 of the employee's tri-annual anniversary up to and including year 21.

21.02 Effective 1-1-95 and thereafter, newly-hired full-time employees will no longer receive step increases, and shall be compensated as follows:

	1998	1999	2000 and thereafter
Start	\$14,065-\$20,043	\$14,557-\$20,745	\$15,067-\$21,471
After 1 yr.	\$18,531-\$20,988	\$19,179-\$21,723	\$19,851-\$22,483
After 2 yr.	\$21,775	\$22,537	\$23,326

Pursuant to § 21.01, employees hired prior to January 1, 1995 receive a 3½% annual pay increase, plus a ¾% tri-annual anniversary increase in addition to the 3½% general increase.

Thus, two of the CBA's executed after the FOP "bell cow" contracts granted wage increases greater than 3½% in some instances. That being the case, the Factfinder is inclined to give greater weight to the comparable community argument of the Association than might be otherwise given. Moreover, the Factfinder has no way of knowing, from the evidence presented, the give-and-take of the FOP negotiations which resulted in the 3½% wage increase. That is, the Factfinder can't help but question if something was gained by the FOP to settle for the 3½% annual wage increases.

The Association's figures regarding the amounts it is below the average wage rates of comparable communities since 1994, and the wages based upon the 3½% offer of the City and the 5 and 5% demands of the Association projected through 1999,² are as follows:

	1994	1995	1996	1997	1998	1999
Past Differences	(770)	(820)	(835)	(762)		
With 3½%					(832)	(942)
With 5 & 5%					(196)	+385

² Neither party projected the figures for 2000, probably as the result of uncertainty in the wage rates of comparable communities that far into the future.

Thus, as the Association noted, it has been, since 1994, steadily losing ground in total dollar values of wages.³ The 3½% offer of the City accelerates the downward trend. The 5% increases requested by the Association reverses the trend, and moves the wages to above average, an elevation in its relative position to a point never achieved historically. This indicates to the Factfinder the appropriate wage increases lie somewhere between the 3½% offered and the 5% demanded.

In an attempt to find a percent wage increase that would keep the status quo when comparing Bay Village Firefighter wages with those of comparable communities, wage increases of 3¾% and 4% were projected into 1998 and 1999 with the following results:

	1998	1999
With 3¾%	(728)	(722)
With 4%	(621)	(502)

It is apparent the 3¾% wage increase will stop the downward trend in wages for Bay Village Firefighters in comparison to average wages in comparable communities, and will keep Bay Firefighters in the same relative position as in the past.

Based upon the foregoing, it is the Factfinder's recommendation that annual wage increases be set at 3¾% each year on January 1, 1998, 1999, and 2000.

ISSUE 2, PARAMEDIC PAY

Firefighters are paid according to whether or not they are additionally qualified as paramedics or EMT's. The rates of pay are noted above in Issue 1.

The Association proposes the following language be added to its Collective Bargaining Agreement:

Concurrent with the first pay of January 1998 and each January thereafter, each member of the Division of Fire shall receive a Paramedic Bonus of \$1,200. In the event a Paramedic was not certified the entire preceding calendar year, the bonus will be pro-rated for the time served as a Paramedic. For the purpose of clarification the initial January 1998 payment shall be for the time worked as a Paramedic in the year 1997.

³ With the exception of 1997, where the amount below average was less than the other years.

ASSOCIATION'S POSITION

The Association notes Paramedic is a position earned after 9 to 10 months of intensive training in college, in addition to Firefighter training. Clinical hours are included in the training and a Paramedic carries, and can administer, twelve different drugs. Every three years, a Paramedic must complete eighty hours of continuing education in state mandated topics. Furthermore, the Association continues, a Paramedic must pass a written test every three years, and Paramedics operate under a physician's license. Not everyone passes Paramedic training, however, in Bay Village all Firefighters are Paramedics. Contrary to the City's contention that it pays for Paramedic training, the Association states the training is paid by the hospital at no cost to the City.

All of the comparable communities have Paramedics, with the exception of Lakewood. The reason was noted as being Lakewood emergency medical personnel operate out of Lakewood Hospital. Of the remainder of the comparable cities, all have provisions for Paramedic pay. Moreover, the Association points out, all comparable communities require newly hired Firefighters to obtain Paramedic certification. There is no community anywhere, the Association indicated, of comparable size with Bay Village that does not afford Paramedic pay.

Contrary to the City's argument (see below), the number of runs is of little or no significance, the Association argues. What is important is that trained Paramedics are on duty, away from their families, to render assistance when needed. It is normal for communities to have Paramedics. What is abnormal, it is argued, is for there to be no Paramedic pay. The Association contends the salary and Paramedic pay of Firefighters is not in parity with comparable communities, and will only serve to make contract negotiations more difficult in the future if salary and Paramedic pay are allowed to fall further behind.

The 1996 through 1998 amounts of Paramedic plus base pay in comparable communities and Bay Village are as follows:

	Base Salary	Paramedic Pay	Total
1996			
Average	41,750	859	42,609
Bay Village	40,916	0	40,916
Difference			(1,693)
1997			
Average	43,212	923	44,135
Bay Village	42,450	0	42,450
Difference			(1,685)
1998			
Average	44,768	939	45,706
Bay Village with 5% wage increase and Paramedic pay	44,572	1,200	45,772
Difference			+ 66
Bay Village with 3½% wage increase and no Paramedic pay	43,935	0	43,935
Difference			(1,760)

Thus, the Association notes, under the its proposals regarding wages and Paramedic pay, the Bay Village Firefighters would earn \$66 annually above average for 1998, while under the City's proposal, the Firefighters would be \$1,760 below the average of comparable communities. Westlake, it is noted, is phasing out Paramedic pay, however, the Association points out, it "would gladly accept Westlake's contract in a minute."⁴ All comparable communities afford Paramedic pay, while Bay Village doesn't. Just because something was wrong in the past, the Association argues, doesn't mean the wrong should be continued forever.

EMPLOYER'S POSITION

Paramedics already earn \$1,300 more than Firefighters, the City contends. A regular Firefighter earns \$41,183 annually, while a Firefighter/Paramedic earns \$42,450. What the Association is asking for, it is stated, is \$2,500 Paramedic pay. No one gets that amount for

⁴ Westlake Firefighter base pay is \$45,881 and \$47,716 for 1998 and 1999, respectively.

Paramedic certification. Moreover, the City pays for all the extra training and a large number of the hours are paid by the City at time-and-a-half. That is, the City pays the employee overtime to attend training unless the training is in-house during an employee's shift.

Moreover, the work performed by the Bay Village Fire Department is, in essence an EMS operation. Eighty to ninety percent of runs are EMS runs. What this means, the City continues, is an accurate comparison would be between Bay Village Firefighters and City of Cleveland EMS employees, who earn \$30,000 annually. Bay Village had 915 EMS runs last year, which amounts to approximately 2½ runs per day. Once in a while there may be a fire, the City states, but it is generally small. There are two squads, and dividing the 2½ runs per day between the two squads, leaves approximately 1½ runs per day per squad. That amounts to approximately three hours of work per day per squad. It was the City who created the Paramedic's value by paying for the training, the Employer argues, and all the City receives in return is approximately three hours per day. In large Departments that have 900 Firefighters, the City notes, only 12 may be Paramedics. That is because it is a waste of money to have everyone trained as a Paramedic when only one or two Paramedics are needed on a squad.

When Paramedic certification first began, Cities wanted to entice EMT's into becoming Paramedics. Cities couldn't require EMT's becoming Paramedics inasmuch as Paramedic certification wasn't part of the job description. The enticement was in the form of additional pay. It turns out, the City argues, that a monster was created, and cities are attempting now to remove Paramedic pay from CBA's.

With the Association's proposed Paramedic pay, the Firefighters will be making \$1,200 more annually than the police. The Police Officers are already saying if the Firefighters receive Paramedic pay, they will demand \$1,200 firearms pay. If the tables were turned, the City contends, and the Police got \$1,200 more than the Firefighters received after the Firefighters settled their contract, there would be a revolution in the Fire Department.

A Factfinder is not to set aside the pattern of the City with its Unions with one stroke of the pen, the Employer argues. The Firefighters have been behind the comparable communities in the same amount for years. In 1977 it was the same as it is today. Nothing has changed in the Police Department to suddenly justify an award of Paramedic pay. The principle of labor

relations, it is contended, is the status quo is to continue unless a change occurs that upsets that status quo. Nothing has happened since the last contract to justify adding Paramedic pay. Granting Paramedic pay will upset parity with the other City unions. When taking into account the requested 5% wage increase, plus the \$1,200 Paramedic pay, the City notes, the Association is requesting, in reality, an 8% pay increase.

DISCUSSION

As noted in Issue 1 regarding wages, the Employer argued strongly for following the pattern established in its dealing with other unions. While the Factfinder is of the opinion that rigid adherence to a pattern of 3½% could not be justified in light of the City's CBA's with two of its unions, and in an attempt to prevent a further erosion of total wages paid to Bay Village Firefighters vis-a-vis comparable communities, comparables, more so than pattern, was the more appropriate approach to resolution of that issue. In regard to the Issue of Paramedic pay, however, both pattern and comparables dictate a finding that the City's position is appropriate.

Historically, the CBA's of cities' Police and Fire, i.e., Safety Forces, have been tied closer together in a tight pattern than have the CBA's of the Safety Forces when compared to other city employees. While a slight deviation in a pattern between the Police and Fire was warranted in Issue 1 to prevent a continued erosion of the relative position of Firefighter wages vis-a-vis comparable communities, a deviation from the pattern between Fire and Police regarding no Paramedic pay and no firearms pay, respectively, would be a deviation that, in the opinion of the Factfinder, can not be justified. As the Employer noted, there has been no justification presented to upset the status quo between the Safety Forces' CBA's in that regard.

Moreover, from a comparables standpoint, a review of the base wages plus Paramedic pay figures presented by the Association for the years 1996 through 1998 discloses that with the 3¾% wage increase recommended by the Factfinder, the relative position of Bay Village Firefighter base pay plus Paramedic pay vis-a-vis comparable communities, remains the same.

Based upon the foregoing, the Factfinder is of the opinion the City's proposal of no Paramedic pay is appropriate.

ISSUE 3, HOLIDAY PAY

The Association proposes firefighters who work any of the eleven holidays enumerated in the CBA receive compensation at the rate of time-and-a-half.

ASSOCIATION'S POSITION

The Association notes comparable communities pay for working holidays as follows:

Lakewood	Time-and-a-half for working any holiday, double-time for New Years's day, Easter, Thanksgiving, and Christmas
North Olmsted	Time-and-a-half for working any holiday
Fairview Park	Twelve hours of comp time for working any holiday
Rocky River	Time-and-a-half for working any holiday
Westlake	Christmas and Thanksgiving Day at time-and-a-half
Bay Village	Flat payment of \$100 for working twenty-four hours on Christmas or Thanksgiving

Continuing, the Association points out other Bay Village employees receive holiday compensation as follows:

Service Department	Time-and-a-half for working any holiday
Police Department	\$75 per eight hour shift working on Thanksgiving and Christmas only (\$225 per 24 hour shift)

The Association presented figures indicating its proposal would only cost the City a total of \$11,760 annually. The Association noted that inasmuch as the Firefighter is already at work on the holiday at straight time, the proposal only amounts to an increase of half-time over what is already being paid to the Firefighter.

Assuming the City's figures regarding fringe roll-ups are correct (see below), the Association argues if Firefighters weren't paid below the amounts earned in comparable communities, it wouldn't be asking for the increased benefit. If the roles were reversed, it is argued, and Firefighters were receiving more than comparable communities, the City would be

calling for parity. Moreover, it is noted, the twelve hours comp time received in Fairview Park can be taken in time or money and amounts to time-and-a-half.

EMPLOYER'S POSITION

The Employer notes that under the Association's proposal, costs to the City, including fringe roll-ups, amount to \$2,750 annually per employee working the holidays. In essence, it is contended, the Association is attempting to obtain another 2% wage increase.

Police and Firefighters know they will work holidays when they accept their positions, it's the nature of the job. To change the CBA from paying a bonus on two holidays to paying time-and-a-half on all holidays is outrageous and inconsistent with what the other City employees receive. Bay Village Police officers receive nine holidays per year. Westlake pays only for two holidays, and Fairview Park pays comp time.

DISCUSSION

It is noted from a review of all CBA's the City has with its unions that all Bay Village employees receive the same 11 holidays annually. Differences exist in the manner in which the members of the different bargaining units are compensated for working the holidays. Service personnel, who normally do not expect to work holidays when accepting their positions, are paid time-and-a-half. On the other hand, people accepting positions with Police or Fire realize holiday work is part and parcel to those positions, and expect to work some holidays.

The question, however, is not whether the Firefighters must work the holidays, it is how they are to be compensated when they do. Of the comparable communities, only Westlake does not pay time-and-a-half for working a holiday except Christmas and Thanksgiving. However, the Westlake contract, as noted in Issue 1, has the most generous provisions for base pay, and more than makes up for the lower holiday pay. The four remaining comparable cities all pay time-and-a-half, with Lakewood paying double-time for five of the holidays. Only Bay Village fails to pay an amount deemed appropriate by the other comparable communities. Thus comparables call for accepting the Association's position.

On the other hand, the parity between the CBA's of the Safety Forces calls for adopting

the City's position. That is, keeping the status quo between the two FOP and the IAFF. Parity suggests that inasmuch as the FOP did not receive greater holiday compensation in the latest contracts with the City, neither should the Firefighters.

Both Parties presented valid argument in support of their respective positions. After considering the validity of both positions, the Factfinder continues to note the disparity between the holiday pay in Bay Village versus the comparable communities, and is of the opinion a compromise is in order to begin bringing Bay Village holiday pay up to the standards of the comparable communities.

It is the recommendation of the Factfinder that Firefighters be compensated at the rate of time-and-a-half for working Christmas and Thanksgiving day, and time-and-a-half for working on the first two of any of the holidays enumerated in their contract.

ISSUE 4, RESIDENCY REQUIREMENTS

Currently, Firefighters are required to reside within any municipality having a boundary located no more than twenty miles from Bay Village City Hall. The Association proposes Firefighters be permitted to reside in Cuyahoga County, any county adjoining Cuyahoga County, or in the counties of Erie or Huron.

ASSOCIATION'S POSITION

The Association believes it's a civil right for most Americans to live where they desire. In 1998 there are highways that are driven to work, and the City has mutual aid compacts in the event of emergencies requiring additional personnel. In fact, the Association points out, mutual aid response time is much less than the time it would take an off-duty employee to come in under the current residency requirement. Moreover, if a Firefighter scheduled for duty calls in sick, another Firefighter is required to stay over and the department is not left short-handed. Snowplow drivers do not have a residency requirement, the Association notes, and there is no mutual aid compact with adjoining communities in the event more drivers are needed. There are no reasons for residency requirements, it is stated, they are outmoded.

EMPLOYER'S POSITION

The current residency requirement is the same as for Police Officers, and the City is opposed to the Association's proposed change. The Employer needs employees to live within a reasonable distance to respond to emergencies. In cities with larger fire departments, there are enough fire department personnel throughout those larger municipalities that the need to call in off duty personnel in the event of emergencies is nonexistent.

Certain other employees don't have residency requirements, secretaries for example, because they aren't required to respond to emergencies. Moreover, the same freeways were in place twenty years ago that are in place as today, and, the Employer argues, traffic is worse today than back then. Finally, the City states, snow doesn't accumulate all at once. That is, snow removal personnel are scheduled as the snow is predicted.

DISCUSSION

With the mutual aid compacts that exist between Bay Village and surrounding communities, it appears the residency requirements for Firefighters are, indeed, outmoded as the Association argued. Assistance from surrounding mutual aid communities can be summoned in much less time than Firefighters can be called in from home.

The Chief of Fire, who was on vacation at the time of the factfinding hearing, submitted, pursuant to agreement between the Parties, an affidavit in lieu of his personal appearance. In the affidavit the Chief expressed his concern as follows:

Any increase in response time due to increase in travel time causes safety concerns for the citizens of the City of Bay Village due to inadequate manpower at the time the emergency exists.

In the issue regarding Paramedic pay, the Association argued, quite convincingly, that it was not the number of runs or the number of hours spent on runs that was relevant. What was relevant, the Association stated, was the availability of the Paramedics when needed. Likewise, the Chief has expressed a concern regarding the unavailability of personnel when needed. A situation can easily be envisioned where a catastrophe in the form a large chemical fire ignited by a tanker spill, etc., would strike one of the mutual aid communities and would exhaust all aid available. Such a situation may require additional call-in personnel to man squads within the

City of Bay Village while the on-duty personnel were present at the catastrophe. While such a scenario may be remote, emergency personnel must be available if needed.

The Factfinder is of the opinion the issue of residency remain as is in the 1995 - 1997 contract.

ISSUES OF TENTATIVE AGREEMENT

In addition to the issues at impasse, the Parties have made proposals, concessions, and withdrawal of proposals in the course of bargaining. Tentative agreement has been reached on a number of issues, and it is recommended the issues of tentative agreement be included in the Parties' contract.

A handwritten signature in black ink, appearing to read 'C. Lalka', written over a horizontal line.

Colman R. Lalka, Factfinder

Dated: September 4, 1998
Madison, Lake County, Ohio