

STATE EMPLOYMENT RELATIONS BOARD  
STATE OF OHIO

APR 29 10 36 AM '98

In the Matter of Fact-finding Between:

|                                |   |                            |
|--------------------------------|---|----------------------------|
| CITY OF GREEN, OHIO            | ) | Case No. 98 MED 01-0024    |
|                                | ) |                            |
| and                            | ) | REPORT AND RECOMMENDATIONS |
|                                | ) |                            |
| GREEN FIREFIGHTERS ASSOCIATION | ) | Margaret Nancy Johnson     |
| IAFF, LOCAL 2964               | ) | Fact-finder                |

Appearances

|                         |                             |
|-------------------------|-----------------------------|
| For the City:           | For the Local:              |
| Thomas M. Musarra, Esq. | Russell M. Pry, Esq.        |
| City Law Director       | Peter H. Deever, President  |
| Robert M. Claderone     | Virgil Schlabad, Vice-Pres. |
| Fire Chief              | Jeff Funai, Treasurer       |

Introduction

The historically good bargaining relationship between Green and IAFF, Local 2964 has continued through the transition of Green from a Township to a City. Whereas ten years ago the Fire Department consisted of approximately nine (9) employees, today some twenty-seven (27) full time Firefighters and Firemedics below the rank of Assistant Chief comprise the bargaining unit and are represented by the International Association of Firefighters, hereinafter "IAFF" or "Union." Although the City of Green, hereinafter "City," has resolved to contract with the Summit County Sheriff for police protection, the City maintains its Fire Department, presently the largest employee group within the City. In addition to the traditional fire protection services, this unit also provides highly skilled rescue services such as dive and trench rescues for a large geographic area which includes Portage Lakes, the Akron-Canton Airport, and a portion of Interstate 77. While much of the area consists of farmlands, requiring its own unique fire and rescue services, the community is rapidly undergoing both residential and business development. Previously funded exclusively by real estate taxes, the City now has additional income from a 1% income tax.

Unable to negotiate a successor contract to the Bargaining Agreement between the parties which expired on March 31, 1998, the parties convened for fact-finding on April 10, 1998, in a conference room of the Administrative Offices in Green, Ohio. In accordance with Ohio Revised Code Section 4117.14(C)(3), the State Employment Relations Board appointed Margaret Nancy Johnson to serve as fact-finder. By mutual agreement between the parties the time for fact-finding had been extended, and this report with recommendations is properly served on the parties on April 25, 1998.

Issues

The only matter remaining in dispute between the parties

is Article XXI of the Agreement, Wages. In addition to a wage increase, the parties are unable to agree upon longevity and a rank differential. The positions of the parties relative to these issues are set forth below.

#### Positions of the Parties

##### I UNION

The Union herein seeks a wage increase of 5% for each year of a three year contract. Due to the growth of the Fire Department and the City in the last ten years, as well as the expanding economic base of the City, the Union argues that appropriate comparables have shifted. A comparison of this unit with fire departments in surrounding communities indicates that after three years an increase of 5% will more closely align the wages of Green Firefighters with those of neighboring Firefighters. In its presentation of comparables, the Union cites Cities such as Cuyahoga Falls, Kent, Barberton, and Fairlawn, in addition to the traditional Townships of Jackson, Copley, Coventry, and Franklin. The Union argues that Green is one of the lowest paid Fire Departments in the area. Rejecting the City wage proposal, the Union contends that the 3% annual wage increase proposed by the City would keep the average wage in this fire department (\$38,440) substantially below the average wage paid to Firefighters in eight comparable units (\$39,349). Moreover, the Union points out that over the last nine years, the average wage increase for the unit has been 5.0296%, reflecting the ability of the City to compensate this safety force for the highly specialized rescue services rendered. Approximately seventy per cent (70%) of the work force participates in training for specialized rescue efforts such as the Technical Rescue Operations Team, Dive Team, and Trench rescues. Compared with the wage rate paid Firefighters in similar communities, the 5% rate increase proposed by the Union would more appropriately compensate this unit. Having invested in top of the line equipment, the City ought not to lag behind in the compensation paid its employees.

The Union also proposes a longevity pay comparable to that paid Firefighters in surrounding units. Six out of seven neighboring communities provide some form of longevity for Firefighters. While the Union is flexible in how longevity is implemented, its proposal provides for longevity pay at the rate of 1% for five (5) to nine (9) years of service, and 2% for ten (10) years to separation, with the additional compensation being added to the base pay following the fifth and tenth year anniversary dates.

Finally, the Union proposes increasing the differential between the rank of Lieutenant and Captain from six per cent (6%) to ten per cent (10%). Of the eight comparables cited by the Union, only two Townships have differentials less than Green. With the increase proposed by the Union, the City would still have a rank differential less than the average in comparable communities.

The proposals of the Union are fair, reasonable and indisputably affordable. With seventy per cent (70%) of the bargaining unit certified and trained in highly skilled rescue

procedures, the City ought to compensate employees for such skills. Debt free, the City is willing to purchase quality equipment. It should pay for quality service. While the City argues that the economic benefits negotiated into the contract ought to be taken into account when looking at rates of pay, the Union points out that employees of other Fire Departments enjoy comparable fringe benefits. Vacations, insurance, uniform allowances and earned days off are not unique to this bargaining unit. Working untraditional schedules and performing hazardous duties, Firefighters certainly earn their negotiated wages and fringe benefits.

## II CITY

With the decision six years ago to move from a Township to a City, the administration assumed additional expenses not previously undertaken. For example, public road maintenance, water and sewer service for residents and businesses are now the responsibility of the City. Thus, it is essential that the City manage its resources in a fiscally responsible manner. While the City does not allege financial hardship, it does challenge the Union suggestion that finances are not a consideration in these negotiations. On the contrary, Green has the obligation to negotiate contracts with wage rates that are reasonable and fair to employees but which do not throw the City into an inflationary spiral.

The two proposals presented by the City accomplish this dual purpose. The 2% wage increase with longevity, or the 3% increase without longevity, compensate employees with an increase above the consumer price index, as well as with a wage commensurate with that paid in neighboring Fire Departments. When looking at comparables, it is necessary to consider the entire wage package, not just rates of pay. In its bargaining with the Union, the City has already agreed to a variety of improvements in economic benefits. The negotiated terms increase sick leave, provide full dental, medical and vision coverage, improve life insurance, add an extra vacation week, and include a generous uniform allowance. All of these fringe benefits must be taken into account when analyzing comparables and a proper wage increase. The Firefighters employed by the City of Green are not underpaid.

Indeed, the Fire Department is the highest paid employee unit in the City. Internal comparables must be considered when negotiating a proper wage rate. The total earnings of Firefighters as reflected on the W-2 forms prepared by the City vividly illustrate the earning capacity of Firefighters in comparison with other employees, including the two Directors employed by the City. With base rates among the highest in the City, a Firefighter can increase regular annual earnings by as much as \$11,759.00 through overtime and the ability to bank and sell entitlements. The City argues that the total wages presently paid to Firefighters clearly do not justify the 5% increase now sought by the Union.

The City is unwilling to agree to the 10% increase in the rank differential between Lieutenant and Captain proposed by the Union. The present wage structure with the 6% differential

In other proceedings this fact-finder has avoided establishing new economic obligations and expressed a preference for working within the framework of contract language the parties themselves have worked out. Establishing longevity in this case, however, appears to be a reasonable means of achieving compromise. In making these recommendations, the fact-finder reviewed the contracts submitted by the Union. It is apparent that the base rate received by Green Firefighters is lower than in similar communities. It is also clear, however, that the overall wage package of the Firefighters does not fall short.

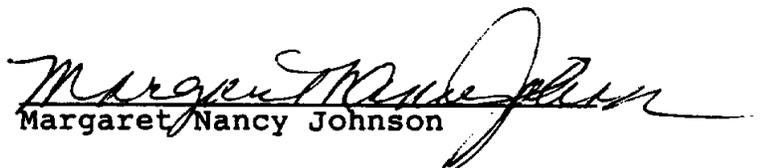
By recommending a 3%, 3.33% and 3.66% wage per cent increase, this fact finder acknowledges the need of the City to negotiate fiscally responsible labor agreements. At the same time, adding longevity payments will contribute to greater comparability with neighboring Fire Departments. The longevity recommendations are consistent with those Fire Department contracts which provide for longevity. Although the fact finder recognizes that this unit remains somewhat below the average annual rate received in surrounding communities, the per centage increase along with the longevity pay and the additional benefits already negotiated improves how the City Firefighters compare with peers in other communities.

Recommendations

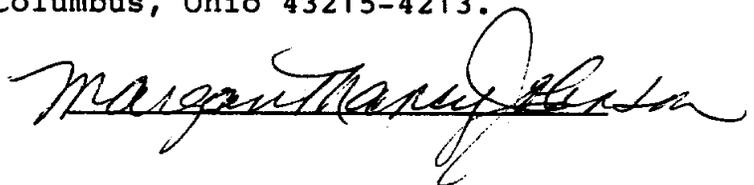
The fact-finder recommends the following:

1. a retroactive 3% wage increase for contract year 1998-1999; 3.33% for contract year 1999-2000; 3.66% for contract year 2000-2001;
2. longevity pay at the rate of .5% for employees after the fifth year anniversary date and 1% after the tenth year anniversary date; longevity pay shall be paid in a separate check on the first pay date in December of each year, minus deductions required by law;
3. no change in rank differentials.

Respectfully submitted,

  
Margaret Nancy Johnson

These recommendations have been served on the parties this 27th day of April 1998, by facsimile and by Express mail as follows: Thomas M. Musarra, Law Director, City of Green, P.O. Box 278, Green, Ohio, 44232-0278, at 330-896-6620 ; Russell M. Pry, Attorney at Law, McCarty & Pry, 1655 West Market Street, Akron, Ohio 44313-7024, at 330-864-9301; and by regular mail the 27th day of April, 1998 on G. Thomas Worley, Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213.



for Captains was negotiated at the beginning of the current contract. Having agreed to the rank differentials three years ago, the Union is without justification for an additional increase in this round of negotiations. At the time the differentials were negotiated, there were no captains in the unit. In 1996, however, four Firefighters were promoted to the rank of Captain, giving rise to the present union proposal. With the promotion of the Captains in 1996, the job duties of the Lieutenants underwent a modification, with some of the duties previously assigned to Lieutenants now being performed by the newly appointed Captains. Yet, the Union is not proposing, nor is the City suggesting, that the differential for Lieutenants be adjusted downward. The evidence is clear, though, that Lieutenants no longer do the job of the Captain. Moreover, with the manning structure of the Fire Department, the opportunity for ranked Firefighters to earn significant overtime at the higher rate of pay is evident. Indeed, the differential is certainly an incentive to Firefighters to work through the ranks, and it further fosters the readily apparent loyalty of the Firefighters to the community in which they work.

#### Criteria

In submitting her Report and Recommendations, the fact-finder has taken into consideration the criteria listed in Rule 4117.9.05(J) of the State Employment Relations Board.

#### Discussion

Although the endeavor by the fact-finder to mediate the unresolved issues was unsuccessful, this practice enabled her to discern undercurrents in the negotiations between the parties. The recommendations which follow are not an endorsement of the position taken by either party, but are, rather, what the fact-finder perceives to be a compromise, furthering the give-and-take upon which all collective bargaining agreements are constructed. In making her recommendations the fact-finder has sought to balance the objectives of each party and to propose solutions that are fiscally responsible while appropriately compensating employees at a rate consistent with wages paid in comparable firefighting units.

The fact-finder recommends a wage rate increase of 3% for contract year 1998-1999; 3.33% for contract year 1999-2000; and 3.66% for contract year 2000-2001. In addition, the fact-finder recommends longevity pay of .5% of the base rate of the Firefighter who has completed five years of service with the City and 1% of the base rate of the Firefighter who has completed ten years of service with the City. Longevity compensation shall be calculated annually and shall be paid on the first pay period in December of each year in a separate check, minus deductions required by law. Longevity benefits shall not be considered when calculating the rate of pay for overtime hours or paid legal holidays worked. The fact-finder does not recommend any change in the rank differentials as the wage structure in the City was negotiated during the last round of negotiations and, absent an overriding need to make adjustments, this factfinder will not interfere with the differentials established by the parties themselves.

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April 27, 1998

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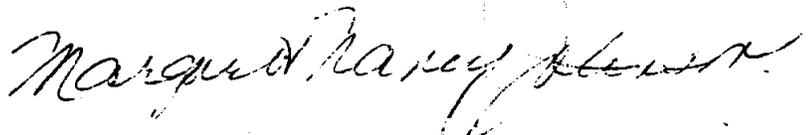
Re: Case No. 98 MED 01-0024  
Green Firefighters Association,  
IAFF, Local 2964  
and  
The City of Green

Gentlemen:

Enclosed please find a copy of the Report and Recommendations of the fact-finder appointed to hear this matter. I am hopeful that the parties will be able to resolve the impasse now pending.

Thank you for this opportunity to be of service.

Very truly yours,



Margaret Nancy Johnson