

STATE EMPLOYMENT  
RELATIONS BOARD  
OCT 27 9 50 AM '98

**STATE EMPLOYMENT RELATIONS BOARD  
STATE OF OHIO**

In the Matter of ]  
Fact-finding Between: ]  
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City of Lima ]  
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 ]  
 ]  
and ]  
 ]  
International Association of ]  
Firefighters, Local 334 ]

SERB Case No. 98-MED-03-0342

Raymond J. Navarre  
Fact-finder

**FACT-FINDING REPORT  
and  
RECOMMENDATIONS**

Date of Issuance: October 19, 1998

Date of Hearings: October 5, 1998

Location of Hearing: City Building  
Lima, Ohio

Present for the Fact-finding: October 5, 1998  
Kevin Rader, IAFF, President Local 334  
Representing the Union  
Ed Hower, IAFF, Local 334  
Christian Inskeep, IAFF, Local 334  
Doug Corwin, IAFF, Local 334  
Michael Ulrich, IAFF, Local 334

Pete B. Lowe, Clemans, Nelson & Associates  
Representing the Employer  
Donald Binkley, Clemans, Nelson & Associates  
John Gillivan, Finance Director, City of Lima  
Nicole A. Barrington, HR Director, City of Lima

Note that for purposes of identification in this document, The City of Lima and the representative, Pete B. Lowe, will be referred to as the **Employer** and Kevin Rader, IAFF, President Local 334 will be referred to as the **Union**.

The Fact-finding started 9:00 AM and concluded at 2:15 PM.

## BACKGROUND

The City and the Union met prior to the Fact-finding. The parties met on a number of occasions for the development of a collective bargaining agreement for the Firefighters of the City of Lima. A Tentative Agreement was reached and presented for vote.

The firefighters rejected the Tentative Agreement. However, all in the draft is tentatively agreed to with the exception of the three (3) issues being addressed in this fact-finding. There are some stipulations about change in language.

There are approximately seventy (70) members of the Lima Fire Department. Excluded from the bargaining unit are the Fire Chief and the Assistants Chiefs. The appointing authority is the Mayor of the City of Lima. The Fire department and its employees are responsible for fire suppression and fire prevention activities for the City of Lima.

This matter came for a hearing on October 5, 1998, before Raymond J. Navarre, who had been appointed as Fact-finder in a letter dated May 29, 1998, in compliance with Ohio Revised Code Section 4117.14 (C)(3) and Ohio Administrative Code Section 4117-9-05. At that time, the Fact-finder contacted the parties involved: Pete Lowe (representing the Employer) and Kevin Rader ( representing the Union) and it was agreed to set the date at a later time.

It is to be noted that at the time of the appointment, Raymond J. Navarre, the Fact-finder, felt there was a potential conflict of interest. Navarre's immediate supervisor is the wife of one of the chiefs on the Lima Fire Department. Navarre shared this with both representatives. Navarre was told by both the Employer and the Union that they did not consider this a conflict. He also shared this with the SERB office as well as the comments of the representatives. Navarre was told to proceed with the fact-finding.

At the beginning of the fact-finding, all present were asked to affirm that what they say would be the whole truth. They so affirmed.

The parties agreed that for the purpose of fact-finding only, the changes in the draft agreement dated 7/28.98 (footer) will remain uncontested, except:

ARTICLE 11, SECTION 11.01 - HOLIDAYS

ARTICLE 12, SECTION 12.01 - VACATION SCHEDULE

ARTICLE 23, SECTION 23.01 - SALARY SCHEDULE

For the sake of this fact-finding, the contested articles and sections shall be numbered as follows.

- ISSUE 1      ARTICLE 11, SECTION 11.01 - HOLIDAYS
- ISSUE 2      ARTICLE 12, SECTION 12.01 - VACATION SCHEDULE
- ISSUE 3      ARTICLE 23, SECTION 23.01 - SALARY SCHEDULE

### FACT-FINDING CRITERIA

In determining the facts and making the recommendations contained in this document, the Fact-finder considered the applicable criteria as required by the Ohio Revised Code Section 4117.14 and the Ohio Administrative Code Section 4117-9-05. These criteria are:

- (1) Past collectively bargained agreements, if any between the parties;
- (2) Comparison of 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, and 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) Any stipulations of the parties; and,
- (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.

### FINDINGS of FACT and RECOMMENDATIONS

The three (3) issues submitted by the Employer and the Union to the Fact-finder will be considered in what follows.

Findings of facts and recommendations (cont.) SERB Case No. 98-MED-03-0342

The findings of fact will be presented for the issues, followed by the Fact-finder's recommendation in respect to that issue and when appropriate, the language recommended for the bargaining agreement. The Fact-finder's report needs to be considered in its entirety as to the overall effect on the parties and their bargaining positions.

The parties requested, and the Fact-finder agreed, to incorporate all the previously agreed upon Articles and Sections as part of his recommendations. It is so done.

It is to be noted that the Employer maintains that the City of Lima has a limited ability to pay in respect to economic issues.

Before addressing the unresolved issues and making recommendations concerning them, the Fact-finder wishes to note that both parties, the Employer and the Union, presented much evidence to support their positions. Not to give an exhaustive list of the material presented, but to provide some background as to the materials used by the Fact-finder to find facts and arrive at his recommendations, the materials covered are:

Unemployment rates for Allen County and other Ohio counties.

Contact persons for fire departments in a 30 - 50 mile radius from Lima.

Population sizes, pay scales and other pertinent information for a number of fire departments.

Vacation comparison chart for a number of fire departments.

Income tax receipts, carryover money, capital expenditures and other financial information for City of Lima.

Salary information on City of Lima employees with comparables from a 1996 survey.

Balance sheet summary of income and expenses for City of Lima.

History of wage increases for some departments for City of Lima.

Minimum and maximum hourly rates for some communities, Lima included.

Salary rate with pertinent data for employees of Lima Fire Department.

Information concerning a number of fire departments in Ohio, including Lima, as to articles in their contracts.

Finding of facts and recommendations (cont.) SERB Case No. 98-MED-03-0342

Consumer Price Indexes for selected areas.

Career fire fighter rates by population protected from NAPA and data on Lima.

Fire stations by community size, with the Lima data.

Survey of manpower for some Ohio fire departments, including Lima.

Lima/Allen County Economic Adjustment Study (1196).

A report on pending claims and assessments for Lima (12/31/97).

Conciliation Decision and Award SERB, Case No. 96-MED-04-0409, IAFF Local 334 and The City of Lima.

Others.

Both the Union and the Employers spent time on relating this material to each issue as it was considered. The Fact-finder used both the materials and the arguments of the parties in arriving at his recommendations. However, the Fact-finder will not list each of the above items or others not listed that he used in his finding of facts and arriving at the recommendations for each issue, but he will note any particulars, when necessary.

#### Unresolved Issues

#### ISSUE 1      ARTICLE 11, SECTION 11.01 - HOLIDAYS

The Employer proposes for all employees working twenty-four (24) tours of duties be entitled to nine (9) tours off day with pay, in lieu of the holidays, in 1999 and to seven (7) in 2000.

The Union's position is the language of the current contract, ten (10) tours of duty off with pay, in lieu of the holidays.

The Employer's position is based on both economic considerations and a need to bring this contract into more agreement with other city contracts.

The Union's position is that this was won in other collective bargainings and there is no reason for them to give the item up in this one. Also, the Union considered comparables.

Taking into account the findings of fact presented, the Fact-finder makes the following recommendation.

### RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Fact-finder's recommendation is that the collective bargaining agreement include the language of the current collective bargaining agreement, maintaining the ten (10) tours of duty off, in lieu of the holidays.

#### ISSUE 2      ARTICLE 12, SECTION 12.01 - VACATION SCHEDULE

The Union's position is to retain the language of the current contract.

The Employer proposes the following schedule for firefighters. The Employer based the figures on 132.5% of the vacation hours of some other unions in Lima. The 132.5 % used, was to take into account firefighters shift personnel are scheduled an average of 32.5% more non-overtime hours per week.

- A. One (1) work week, five (5) days, shift personnel fifty-three hours , for each employee who has worked one year but less than two (2) years;
- B. Two (2) work weeks, ten (10) days, shift personnel one hundred six (106) hours, for each employee who has worked two (2) year, but less than eight (8) years;
- C. Three (3) work weeks, fifteen (15) days, shift personnel one hundred fifty-nine hours (159) hours, for each employee who has worked eight (8) years, but less than fifteen years;
- D. Four (4) work weeks, twenty (20) days, shift personnel two hundred twelve (212) hours, for each employee who has worked fifteen (15) years but less than twenty-two (22) years;

- E. Five (5) work weeks, twenty five (25) days, shift personnel two hundred sixty-five (265) hours, for each employee who has worked twenty-two (22) years or more.

Taking into account the positions, the arguments presented, the supporting materials and total overall financial impacts of the recommendations in this fact-finding, the Fact-finder makes the following recommendation.

### **RECOMMENDATION**

After considering the findings of fact above and the statutory criteria, it is the Fact-finder's recommendation that the collective bargaining agreement includes under Article 12, Section 12.01, the following wording.

12.01 Each employee who has been employed by the City for one (1) or more years, shall be entitled to vacation leave, together with his regular pay therefore, as follows:

- A. One (1) work week, five (5) days, shift personnel sixty-five (65) hours , for each employee who has worked one (1) year, but less than two (2) years;
- B. Two (2) work weeks, ten (10) days, shift personnel one hundred thirty (130) hours, for each employee who has worked two (2) years, but less than eight (8) years;
- C. Three (3) work weeks, fifteen (15) days, shift personnel one hundred ninety-five (195) hours, for each employee who has worked eight (8) years, but less than fifteen (15) years;
- D. Four (4) work weeks, twenty days (20), shift personnel two hundred sixty (260) hours, for each employee who has worked fifteen (15) years, but less than twenty-two (22) years;

E. Five (5) work weeks, twenty-five (25) days, shift personnel three hundred twenty-five (325) hours, for each employee who has worked twenty-two (22) years or more.

Issue 3      ARTICLE 23, SECTION 23.01 - SALARY SCHEDULE

The Union is seeking a wage increase of four and one half percent (4.5%) effective January 1, 1999 and four and one half percent (4.5%) effective January 1, 2000.

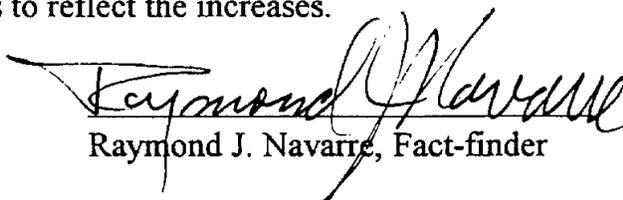
The Employer proposes a two percent (2%) general increase effective January 1, 1999 and an additional two percent (2%) general increase effective January 1, 2000.

Again, using the materials presented and considering the arguments put forth by both parties, the Fact-finder makes the following recommendation.

**RECOMMENDATION**

After considering the statutory criteria and the findings of facts as presented above, it is the Fact-finder's recommendation that the collective bargaining agreement contain in Article 23, SECTION 23.01 the language of the Tentative Agreement, Draft Copy, (Effective: July 1, 1998 through June 30, 2000) with the following changes in the initial paragraph only and the rest of the article to remain the same.

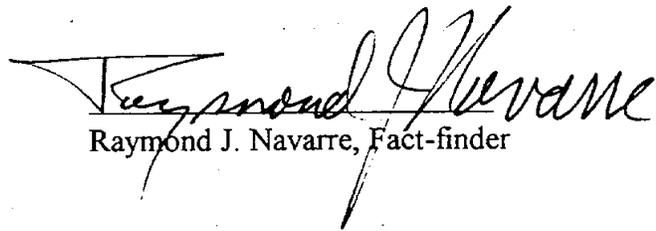
23.01 Effective January 1, 1999, there shall be a three and one half percent (3.5) increase in wage rates. Effective January 1, 2000, there shall be a three percent (3%) increase in wage rates. The remainder of the article is to remain the same. The parties involved can develop the salary schedules to reflect the increases.

  
Raymond J. Navarre, Fact-finder

Dated October 19, 1998

**CERTIFICATE OF SERVICE**

Originals of the foregoing Fact-finding Report and Recommendations were served upon Kevin Rader, International Association of Firefighters, President Local 334, Main Fire Station, Lima, Ohio, and upon Pete B. Lowe, Vice-President, Clemans, Nelson & Associates, 417 North West St., Lima, Ohio 45801-4237, by hand, and upon G. Thomas Worley, Administrator, Bureau of Mediation, Ohio State Employment Relations Board, 65 East State St., 12th Floor, Columbus, Ohio 43215-4213, by regular mail, this 19th day of October, 1998.

  
Raymond J. Navarre, Fact-finder