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**IN THE MATTER OF FACT-FINDING
BETWEEN**

STATE EMPLOYMENT
RELATIONS BOARD
AUG 30 10 19 AM '99

CITY OF SALEM

CASE NO. 99-MED-04-0326

AND

FINDINGS

AND

RECOMMENDATIONS

**INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 283
AFL-CIO**

JAMES M. MANCINI, FACT-FINDER

STATE EMPLOYMENT
RELATIONS BOARD
AUG 30 10 19 AM '99

APPEARANCES:

FOR THE CITY

Richard P. Gortz

FOR THE UNION

Dennis Haines, Esq.

SUBMISSION

This matter concerns fact-finding proceedings between the City of Salem (hereinafter referred to as the City) and the International Association of Fire Fighters, Local 283, AFL-CIO (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding proceedings were held in Salem, Ohio on August 4, 1999.

The fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceeding, this fact-finder attempted mediation of the issues at impasse. The issues remaining for this fact-finder's consideration are more fully set forth in this report.

The bargaining unit consists of fifteen employees in the various ranks within the City's fire department. There are three Captains, three Lieutenants, three Inspectors, and six Fire Fighters in the bargaining unit. This fact-finder in rendering the following findings of fact and recommendations of the issues at impasse has taken into consideration the criteria set forth in Ohio Revised Code Section 4117-14(G)(6)(7). Further, this fact-finder has taken into consideration all reliable evidence presented relevant to the outstanding issues before him.

Following attempts at mediating the outstanding issues, the parties agreed that they would waive their right to have a hearing on the matter and in lieu thereof requested

that this fact-finder issue his recommendations based upon information provided during the mediation session. The parties further stipulated that this fact-finder could issue a summary decision and recommendation on each of the issues presented. It is pursuant to the parties' agreement that the following findings of fact and recommendations on the issues at impasse are submitted.

1. WAGES

The Union seeks a three year contract with the following percentage increases applied to both wages and longevity as follows: 6%-first year; 6%-second year; and 5%-third year. In addition, the Union proposed increases in the rank differential from 7.5% to 10%. The Union also requested the same \$375 signing bonus which was provided to the police unit. The City proposes wage increases of 3% in the first year, 3% in the second year, and 3.5 % in the third year. The City opposes any change in the longevity provision or rank differential for the firefighters unit. The City also objects to the Union's request for a signing bonus.

Based upon the evidence and arguments presented by the parties during the mediation session, this fact-finder would recommend for the first year of the Agreement that bargaining unit wages be brought into line with that provided by the City to its police unit. That is, first class firefighters should be paid the same biweekly wage as that provided to a first class patrolman. Similarly, wages for lieutenants/inspectors in the bargaining unit should be the same as that of the police sergeants. Likewise, the captain's pay should be the same as that provided to police lieutenants. These first year wage parity increases would all be effective on July 1, 1999. It should be noted that the parties agreed that the first year's wages are to be retroactive to that date. For the second and third year of the Agreement, this fact-finder would recommend the same wage increases provided to the police unit, namely 4% increases on July 1, 2000 and July 1,

2001. This fact-finder would not recommend a signing bonus or an increase in longevity pay as sought by the union.

The evidence which was submitted indicated that there has been a past pattern of wage parity between the police and firefighter units. However due to other contractual matters, the pattern was recently broken which resulted in the firefighters' pay falling behind that provided to the police patrolmen. Considering the past pattern of wage parity, it would be reasonable to once again establish parity between the police and firefighter wages especially in light of comparable wage evidence which shows that the firefighter wages here are relatively low for the region.

With respect to comparability, the Union was able to show that the wages for the firefighter unit in Salem falls below that provided to similarly situated firefighters in other area jurisdictions. It was shown that even with the 3.5% increase proposed by the City which would bring the Salem first class firefighters' wages up to \$30,542, they would still rank relatively low in comparison to first class firefighters in neighboring Alliance, East Liverpool, Ravenna, and Liberty Township. Likewise, the wages for lieutenants/inspectors as well as captains rank relatively low for the geographic area. Thus evidence of wage comparability supports a recommendation for a greater wage increase than that proposed by the City.

Therefore based upon evidence of wage comparables as well as the past pattern of wage parity, this fact-finder would recommend that wages for the firefighters' unit be brought into line with those paid to the City's police unit. For the ranking officers, these

parity increases would mean that their rank differentials would become identical to the differentials provided to similarly situated ranking officers in the police department. In the case of lieutenants/inspectors, their rank differential would be changed to 10% versus the current 7.5% differential. The captains' rank differential would be 5% rather than the current 7.5%. It should be noted that this change in rank differential would not represent any increase in the differential but rather simply a reconfiguration of the current 7.5% rank differentials to those of 10% and 5%, respectfully.

This fact-finder would not recommend the one time signing bonus of \$375 which the Union sought for its members. While it is true that the police unit did receive such a bonus, this fact-finder does not find that it would be appropriate to provide for such a one time lump sum payment in this case because of the additional parity increases in wages that are being recommended herein for the firefighters which are greater than that provided to the police unit. Moreover, the amount that the City would save by not paying a signing bonus to the firefighters will help to offset the additional cost of the parity increases which the firefighters will receive. Under this fact-finder's recommendation for example, a first class firefighter will receive approximately three quarters of a percent more in the first year of the Agreement than that received by a first class patrolman. However, the first class patrolmen received a \$375 signing bonus which is roughly equivalent to a 1% increase. Thus the additional cost for the wage parity increases recommended herein will be offset to some extent by the lack of a signing bonus for this unit.

This fact-finder further finds that there was no basis established by the Union for applying any percentage increase to the longevity provision. Longevity payments were not changed in any way for the police unit and likewise this provision should not be modified for the firefighters' unit.

RECOMMENDATION

It is the recommendation of this fact-finder that wage parity increases be provided in the first year of the Agreement and 4% increases in second and third year of the Agreement as set forth in the following Wage Provision:

WAGES

Bi-Weekly Schedule

<u>RANK</u>	<u>Eff. 07/01/99</u>	<u>Eff. 07/01/2000</u>	<u>Eff. 07/01/2001</u>
3 rd Class FF	\$ 847.87	\$ 895.87	\$ 945.47
2 nd Class FF	\$1,129.76	\$1,177.76	\$1,227.36
1 st Class FF	\$1,184.80	\$1,232.80	\$1,282.40
Lt./Inspector	\$1,303.20	\$1,356.00	\$1,410.40
Captain	\$1,368.80	\$1,424.00	\$1,481.60

No Signing Bonus

No change in Longevity Pay Provision

2. CLOTHING ALLOWANCE

The Union has demanded an additional \$100 per year for clothing allowance. The City proposed increases of \$50 in the second and third years of the Agreement.

Based upon the information provided to this fact-finder, it is recommended that the clothing allowance for firefighters be brought into line with that provided to the police unit. As a result, in the first year of the Agreement there should be an increase of \$95 in the clothing allowance which would bring it up to \$550 per year. Additional \$50 increases would be provided in the second and third years of the Agreement which would be the same increases as that provided to the police unit.

Once again this fact-finder relies on the past pattern of parity which existed between the firefighter and police bargaining units. As was the case with respect to wages, there also existed a past pattern of providing similar benefits to both the police and firefighter units. There was no justification shown for the current disparity which exists between the clothing allowance provided to the firefighter unit as compared to the police unit. As a result, it would be reasonable to increase the firefighters' clothing allowance to the level which is now being provided to the police unit. For 1999, the annual uniform allowance for the police was increased to \$550. Likewise, the firefighters' clothing allowance should be increased to that amount retroactive to July 1, 1999.

RECOMMENDATION

It is the recommendation of this fact-finder that the Clothing Allowance be increased as follows:

July 1, 1999 - Increased to \$550 per year.

July 1, 2000 - Increased to \$600 per year.

July 1, 2001 - Increased to \$650 per year.

3. SICK LEAVE

The City proposes that forty-eight hour notice be given to the Employer when an employee wishes to use one sick day as a personal day and that the day not be used prior to a recognized holiday or to extend the employee's vacation period. The Union opposes any change in the current Sick Leave Provision.

The City established justification for requiring employees to give a minimum of forty-eight hours notice prior to using sick leave as a personal day. Under the current Agreement, employees are permitted to use one day of sick leave per year as a personal day. The provision as currently written merely states that an employee is to give advance notice, if possible, before taking such day off. The City pointed out that because no advance notice is actually required, it raises the possibility of last minute schedule changes or call-ins on overtime. Thus it would be reasonable in order to avoid administrative scheduling problems to require employees to give forty-eight hours advance notice.

Moreover, it was established that the City was able to negotiate into the police contract a forty-eight hour notice provision like that which it proposes here. This fact-finder finds that the same parity argument which was used to justify additional wage increases for the firefighters' bargaining unit should also apply with respect to this particular Sick Leave Provision. Because the police contract has a forty-eight hour notice provision, it would be appropriate under the parity concept to likewise incorporate this notice provision into the firefighters' Agreement. It should be noted that the forty-eight

hour notice provision provides that said notice requirement may be waived by the Chief for valid emergency reasons. This addresses one of the concerns raised by the Union with respect to the forty-eight hour notice requirement. Finally, this fact-finder finds no merit in the City's other proposal that the personal day not be used prior to a recognized holiday or to extend the employee's vacation period. Such a provision was not included in the police contract and there was no compelling reason offered to now incorporate it into the firefighters' Agreement.

RECOMMENDATION

It is the recommendation of this fact-finder that the following modification be made in the Sick Leave Provision:

SICK LEAVE, Section D

Each bargaining unit member shall be permitted to use one (1) day of sick leave per year as a personal day. Employees shall give a minimum of forty-eight (48) hours notice prior to using the personal day. The forty-eight (48) hour notice may be waived by the Chief for valid emergency reasons. Union officers or their designee may collectively use up to three (3) additional days of personal leave charged to sick leave or any compensated leave to their credit to conduct union business.

4. EDUCATIONAL CERTIFICATE BONUS

The City proposes eliminating the ten-dollar (\$10.00) per pay period First Responder Pay. The Union opposes any change in this provision.

This fact-finder has determined that there was insufficient basis established by the City for the removal of the First Responder Pay Provision. The Union disputed the City's claim that the First Responder Pay is no longer justified because a private ambulance service now serves the emergency medical needs of the City. It was shown that the firefighters must still respond to emergency medical situations in the community each year and that firefighters do indeed respond first in many of those instances. As a result, it appears that the ten-dollar biweekly pay for First Responder service is still justified. Moreover, the cost to the City for First Responder Pay is minimal. There simply was no justification shown for eliminating this benefit.

RECOMMENDATION

This fact-finder would recommend that the First Responder Pay Provision found in the Educational Certificate Bonus section of the Agreement be retained with no change.

FIRST RESPONDER PAY – Current provision, no change.

5. HOSPITALIZATION INSURANCE

The City proposes putting the firefighters on the same Dental Plan as the police. The City also proposes eliminating the indemnity clause for deductibles and providing a contract reopener should the City wish to change insurance coverage. The Union opposes any change in the current Hospitalization Provision.

This fact-finder has determined that it would be appropriate to recommend the adoption of the same hospitalization provision as that found in the police agreement. Once again, the same parity argument used with respect to additional wage increases for the bargaining unit here should be followed with respect to the Hospitalization Insurance Provision. That provision states that effective January 1, 2000 or soon thereafter, the City will offer only the PPO Plan to employees in lieu of the current choice of two plans. In addition, the new language would provide that any future changes in plan type or the premium paid by the employees will be renegotiated. Under the old language, the Union was not required to reopen negotiations if the Employer wished to change health coverage. For uniformity purposes, it would be appropriate as the City contends that these changes in the Hospitalization Insurance Provision should be applied to all of its employees including the bargaining unit here.

This fact-finder would also recommend that the same Dental Plan provided to the police unit be provided to the bargaining unit here. A copy of the dental rider which is attached to the police agreement is included in this fact-finder's recommendation for

clarification purposes. It should be noted that there was no change in the Optical Insurance Provision.

RECOMMENDATION

It is the recommendation of this fact-finder that the same Hospitalization and Dental Insurance Provision provided in the police contract be included in the firefighters' Agreement as more fully set forth in the Attachments.

**ARTICLE XII
HOSPITAL AND MEDICAL INSURANCE**

- A. From the effective date of this agreement through December 31, 1999, the City of Salem agrees to provide hospital and medical insurance for all members covered by this agreement, with no less coverage than currently in force. Effective January 1, 2000, or soon thereafter, the employer shall offer only a PPO plan to employees in lieu of the current choice of two (2) plans.
- B. The City and the bargaining unit shall mutually agree on any changes to health care plans and to confer on levels of coverage and cost to employees and Employer. At any time during the term of this Agreement, should the Employer wish to change the type of plans for employees or the premium paid by employees, the Employer may initiate renegotiation on the issue of health coverage, as specified under O.R.C. 4117 (including final and binding conciliation) by directing a letter to the Union indicating its desire to reopen. The parties shall commence negotiations within two (2) weeks of such notice. It is expressly understood that the selection of a carrier or other method of provision of health coverage shall be the sole discretion of the Employer.
- C. Each member of the bargaining unit agrees to fund fifty percent (50%) of any hospitalization increases over four hundred dollars (\$400) per month, up to fifteen dollars (\$15.00) per pay period (three hundred ninety dollars (\$390) per year).
- D.
 - 1. The City agrees to provide vision insurance for each member of the bargaining unit, with coverage equal or comparable to the Vision Service Plan, Plan B, as per Appendix C.
 - 2. The City shall pay up to thirty dollars (\$30.00) per month averaged, toward dental coverage with coverage comparable to the plan specified in Appendix B. Each member's amount shall be calculated and deducted per pay.
- E. One member of the bargaining unit shall be accepted to a Health Care Cost Containment Committee.

APPENDIX B

DENTAL RIDER

Features Of Your Dental Plan

<p>DIAGNOSTIC & PREVENTIVE SERVICES: @100% Rate of Benefit</p> <ul style="list-style-type: none"> • Deductible Waiver • Oral Exams • Teeth Cleanings • Sealants • X-Rays • Emergency Exams 	<p>\$50 DEDUCTIBLE PER PERSON PER CALENDAR YEAR (LIMIT OF 3 DEDUCTIBLES PER FAMILY)</p>		<p>\$50 CALENDAR YEAR DEDUCTIBLE</p>
	<p>BASIC SERVICES</p> <ul style="list-style-type: none"> • 80/20 Coinsurance • Root Canal • Periodontal Treatment • Tooth Extractions • Oral Surgery 	<p>MAJOR SERVICES</p> <ul style="list-style-type: none"> • 50/50 Coinsurance • Gold Inlays • Installation and Repair of: <ul style="list-style-type: none"> -Bridgework -Crowns -Dentures 	<p>ORTHODONTIA (OPTIONAL)</p> <ul style="list-style-type: none"> • 50/50 Coinsurance • Orthodontic Extractions • Full or Partial Bands • Appliances
<p>\$1000 PER PERSON PER CALENDAR YEAR MAXIMUM</p>			<p>\$1000 LIFETIME MAXIMUM</p>

6. OTHER PROPOSALS

During mediation, the parties agreed to withdraw their proposals regarding other provisions. As a result, this fact-finder considers the City to have withdrawn proposals concerning Overtime, Duty Injury, and Job Description. Likewise, this fact-finder finds that the Union has withdrawn its proposals with respect to Minimum Staffing and Personal Days.

CONCLUSION

In conclusion, this fact-finder hereby submits the above recommendations on the outstanding issues presented to him for his consideration.

AUGUST 28, 1999


JAMES M. MANCINI, FACT-FINDER