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STATE OF OHIO
PUBLIC SAFETY
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STATE OF OHIO
OHIO STATE EMPLOYMENT RELATIONS BOARD

In the Matter of the Fact Finding :

Between : Case Number 99-MED-07-0626
International Association of :
Firefighters, Local 3025, :
Employee Organization : Fact-Finder:
and : Jack E. McCormick
West Licking Fire District, : Date of Fact-Finding:
Employer. : December 1, 1999

APPEARANCES:

For The Union:

Donald Goodyear
Jim Kinkaid
Ron Crawford

For the Employer:

Marc Fishel
Jim Weber
Dotty Shortridge

On December 1, 1999, at the West Licking Ohio Fire Station, a fact-finding/mediation was called to order by Jack E. McCormick at 9:30 a.m. Present were representatives of both the Union and the Employer as listed on the title page herein. The fact-finding was concluded at 1:00 p.m. after excellent and professional presentations by both parties.

The parties were fully advised of the provisions of Chapter 4117 of the Ohio Revised Code and the criteria set forth in Rule 4117-9-05.

At the start of the hearing the parties were offered mediation and thereafter entered into a short caucus. Following this caucus, the parties advised the Fact-Finder that they had reached a settlement agreement on Article 21, Health Benefits, and would not be requiring a fact-finding on that issue. They requested that the Fact-Finder incorporate that Agreement into his report and it has been at Exhibit 1 attached hereto.

Furthermore, the parties asked that the Fact-Finder incorporate into his report the stipulation by the parties that they have agreed and "signed off" on all other issues in this successor contract, except wages, which will be the sole issue to be discussed in this fact-finding report. The only difference between the parties centered on the economic issue of wages. The parties have met six times prior to this fact-finding having been able to resolve twenty-eight total issues prior to December 1, 1999. The terms of the proposed contract are for November 19, 1999 to October 31, 2002. The bargaining unit consists of three

lieutenants, six in-charge firefighters, and twenty-five firefighters/paramedics, and one fire prevention officer for a total of thirty-one members.

In its presentation the Union wished to go on record stating that it was requesting no increases on vacation, sick leave, medic bonus, longevity, or holiday pay. Thereafter, the Union presented the Fact-Finder with a series of exhibits which have been marked A through R in support of their presentation. Due to the voluminous nature of the exhibits, they will not be attached to this report, however, the Fact-Finder assures the parties that he has read each and every exhibit of both parties.

Among their exhibits, the Union includes certain comparables, specifically, Truro, Violet, Washington, and Prairie Townships, as well as the City of Worthington, (Exhibit E). It is the Union's position that when looking at these comparables, it is evident that the West Licking Firefighters and Lieutenants are not keeping up with their peer group. In Exhibit R the Union points out that their wages are below the median pay for Firefighters/Paramedics.

Thereafter, the Union presented a comprehensive history of the levy situation and pay raise history dating back to 1989. They noted that a 3.5 mill levy was defeated in November, 1996, and that after mediation and during a financial crisis, they were given raises of 3.2%, 3.1%, and 3.0% during the period of 1997 through 1999. Subsequently, the levy request was reduced to 2 mills and it failed in November, 1997, and the Firefighters pointed out that they supported the levy with a \$500.00 contribution in May of 1998.

Subsequently, the 2 mill levy was passed in November, 1999, earmarking the funds for nine new employees in the Kirkersville Station, which would then be providing twenty-four hour protection. With the renewal of the 2 mill levy the Firefighters estimate that the revenue brought to the district will be approximately \$724,700 annually for a five year period.

The Union also points to the budget "carry-over" of the District for the most recent period of 1994 through 1999. It submits that the carry-over for those years were as follows:

1994	\$528,625
1995	\$536,221
1996	\$722,172
1997	\$1,021,105
1998	\$1,494.678
1999	\$1.7 million (projected)

It is noted that the Employer agrees with the figures supplied by the Union as it relates to this "carry-over" except the projected 1999 figures. The Union believes that the District is financially stable and that it should result in a benefit to its employees.

It is also the Union's position that the District has purchased various tracts of land within the District, but has done nothing with them. Also the Union points to the repeated talk of

renovations and expansions, none of which have taken place. This came in spite of a memorandum from Chief Webber dated January 8, 1999, which urged the Fire District Fire Board to authorize major maintenance and renovation (Exhibit P).

Finally the Union asserts that West Licking Fire District has become a training ground for other departments and cited two cases of veterans who left to work at other departments, one of which was Violet and the other was which Truro Township which are part of the Union's comparables.

For all these reasons and those more fully detailed in their exhibits, the Union urges the Fact-Finder to recommend wage increases for each year of the successor contract in the amount of 6%.

For its part the Employer presented a brief in support of its position along with Exhibits 1 through 15. (Again, as to not make this report voluminous, the Employer's exhibits will not be attached to this report, but were thoroughly read by the Fact-Finder).

The Employer points out that it is a Joint Fire District which was created under Section 505.37 of the Revised Code and consists of territory within western Licking County, including a portion of Reynoldsburg, Pataskala, Kirksville, Jersey Township, Etna, and Harrison Townships. It maintains three full-time stations at Mink Street in Pataskala, and Kirksville. The legislative body of the District consists of representatives from each of the jurisdictions comprising the District.

The Employer wishes to point out that the budget process for the calendar year 2000 has not yet begun. Along those lines the Employer asserts that it needs \$200,000 to run the Fire District for each month and therefore needs a carry-over of a minimum of \$600,000 for the first quarter of year 2000.

As it relates to its position on wages, the Employer points to the Union's Exhibit R, and asserts that at the present salary level of \$35,082 for a top firefighter, this comes out to \$12.99 per hour compared to the state average of \$8.90 per hour, when it is calculated on a per call basis. The Employer has submitted its own comparables which includes four locations which are common with the Union's comparables. Those are: Worthington, Prairie, Truro, and Violet Townships.

As it relates to the growth in the District and a need for a fourth station, the Employer asserts (without any factual evidence) that a fourth station will be needed and that although an informal recommendation was made two months ago, there is no formal plan to present to the District Board a request for a fourth station.

Also the Employer asserts that the turn-over problem which was asserted by the Union is not as problematic as they would have the Fact-Finder believe. The Employer pointed out that only two persons have voluntarily left the Fire District since 1992, and that the Employer found no problem in recruiting the ten new hires which was recently authorized

Finally the Employer points out that the inflation rate has been relatively low through the 1990's and, that while there might

have been in the late 80's, there is no current need for the employees to "catch-up", as that has already been accomplished.

The Employer also asked the Fact-Finder to consider that the most recent 2 mill levy only passed by a 157 votes and that therefore the continuation of the current financial stability of the Fire District is not necessarily permanent.

However, the Employer did stipulate that there are current funds available within the District to fund the pay raises proposed by the Union.

In conclusion, the Employer asks that the Fact-Finder find that there is sufficient facts available to support raises for each of the three years of the forthcoming contract in the amount of 3%, 2.5%, and 2.5%.

In rebuttal, the Union pointed out that while the current levy only passed by 157 votes, the renewal was passed by over 2,000 votes and stated that it was confident that the citizens of the Fire District will continue to support that levy. Furthermore the Union took umbrage with the Employer's comparables and pointed out that one of them (Logan) should not be applicable because they have no EMS service. Also they indicated that they thought the Employer had purposefully used higher comparables.

Finally they indicated that since 1991 a new fire station has been talked about due to growth in the north part of the township. However, it is the Union's position that the growth is not actually in the north part of the township, but is in the western portion of

the township and that the talk about a new station is nothing more than political rhetoric by one particular board member.

DISCUSSION

This Fact-Finder takes his duties as a Fact-Finder in a literal fashion. That is, it is the understanding of his statutory and administrative duties to be that he should only make recommendations where such recommendations are supported by the facts as presented to him by the parties. This Fact-Finder does not believe that it is prerogative to fashion his report in such a manner that, although it might result in a more favorable acceptance by the parties, is not supported by the facts that were presented to him at the fact-finding. Accordingly, in as much as this fact-finding report may be read by a future conciliator, the Fact-Finder would like to inform that conciliator, as well as the parties, that the recommendations that are contained herein are strictly based on the Fact-Finder's review of the exhibits presented to him, as well as the facts as asserted by the parties.

The first issues to be adjudged by the Fact-Finder are those in which he does not find sufficient evidence or does not find to be particularly persuasive. This would include both the parties discussion regarding future growth, renovation, and the addition of a fourth station. While the Fact-Finder listened to both the

parties on these particular subjects, neither party was able to present sufficient facts that were persuasive either way as to this particular issue or issues. The facts are the growth of the District, renovations, and the addition of a fourth station are, at this point in time, purely speculative.

The next issue to be addressed are those facts on which the parties do agree. The most important of those facts, as it relates to this particular fact-finding, is that both the parties agree that the Employer's cost of the Employer's wage proposal is \$250,292.24 and that the Employer's cost of the Union wage proposal is \$473,895.63. More importantly, both parties stipulate and agree that the Employer does have sufficient funds to fund the highest of the two proposals, (i.e., the Union's).

While both parties agree that the carry-over needed for the first three months of calendar year 2000 is something in excess of \$200,000 per month.

Now to the discussion as to those facts on which the parties do not agree. The first relates to the comparables. Not surprisingly, each party presented comparables which tended to support their respective positions. This Fact-Finder has always found the use of comparables to be difficult and sometimes confusing. In this particular case the Fact-Finder did not find either party's comparables particularly persuasive in the factual sense, however, they were relevant in another area of the fact-finding, which will be discussed later.

The reason this Fact-Finder finds comparables to be difficult when attempting to conduct a fact-finding, as opposed to a mediation, is that they don't always give a real picture of a particular jurisdiction or jurisdictions. Furthermore, their selections are obviously subjective. One is left with the unending question of: Is a Firefighter in Logan, Ohio more valuable to the citizens of that community than a Firefighter in West Licking? And on a state wide basis: What is the value of a Firefighter in the State of Ohio? Is a Firefighter in Logan, Ohio whose top pay is \$21,736 only half as valuable as one in Westerville who makes \$44,184? These are not philosophical questions such as how many angels can dance on the head of a pin, rather they are real questions about real human beings who have real and serious duties to perform for their communities. As a mediator, the Fact-Finder would attempt to bring the parties together at some mid point between their two wage proposals. However, as a Fact-Finder he cannot. Instead he must factually determine what a Firefighter in West Licking, Ohio is worth to his/her community and within the constraints of the available funds.

In searching for a solution to this attempt to make a fact based decision, this Fact-Finder believes that a Firefighter in West Licking, Ohio is worth whatever salary (within budget constraints) needs to be paid to a Firefighter in order to continue his employment with that Fire District. That being the case, this Fact-Finder is inevitably drawn to the factual determination as to turnover and longevity rates. This is because if there are

surrounding communities which pay substantially higher than West Licking Fire District (and there are), and there is little or no turnover in the West Licking Fire District, one must conclude that the level of compensation for the Firefighters in West Licking District is relatively speaking adequate.

It is undisputed that since 1992 only two Firefighters have left this Employer to go to nearby departments. In a department of twenty-one (now thirty-one), this is a remarkably low rate of turnover. The Chief of the Fire Department has been here for twenty-eight years and the average Firefighters length of service is 9.8 years. This comes at a time when unemployment in central Ohio is at an all time low and other employers (civilians and government) are desperate for new hires. It is noted that the parties stipulate to the turnover rates cited herein above.

This then brings the Fact-Finder to the inevitable question as to what level of compensation will be necessary to maintain what is an extremely stable bargaining unit? First, one must look at the recent historical perspective which, not coincidentally, covers the turnover period discussed herein above. The following is a list of wage increases received by the employees as stipulated to by the parties:

1992	1996
3%	6%
1993	1997
3%	3.2%
1994	1998
7.5%	3.1%
1995	1999
6%	3.0%

This means that, with compounding, the West Licking Fire District employees have received wage increases totalling 40.4% since 1992 with an average annual raise of 4.49%. This comes at a time when inflation was low or moderate. The Fact-Finder accepts the Union's position that much of the wage increases were "catch-up". However, this "catch-up" appears to have completely stabilized the bargaining unit as evidenced by the virtual lack of turnover.

FINDINGS OF FACT

Based on the evidence and arguments presented to it, this Fact-Finder does not find sufficient facts to support the Union's proposal of 6% raises for each of the three contract years.

Based on the facts and arguments presented to it this Fact-Finder finds sufficient facts to support the following wage increases for the members of the bargaining unit of the West Licking Fire District:

- 11/1/99 through 10/31/00 - 3%
 - 11/1/00 through 10/31/01 - 3.25%
 - 11/1/01 through 10/31/02 - 3.5%
- (see Exhibit 2 hereto)

ARTICLE 21

HEALTH BENEFITS

SECTION 1: The Employer shall provide and pay the premium of the present carrier or a comparable plan containing hospitalization, major medical, dental, vision and prescription drug insurance coverage up to an amount of:

First Contract Year	\$4500.00	\$5250.00	\$5,480	<i>WJ</i>
Second Contract Year	\$4860.00	\$5250.00	\$5,722	
Third Contract Year	\$5250.00	\$5,787.00	\$6,008	

for insurance premium annually for each full-time Employee and their dependents.

SECTION 2: The Employer will maintain life insurance in the amount of one (1) times the Employees annual salary up to fifty thousand dollars (\$50,000.00) for each Employee and will pay the premium.

IAFF LOCAL 3025

[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

WEST LICKING JOINT FIRE DISTRICT

[Handwritten Signature]

DATE TENTATIVELY AGREED: 12/1/99

EXHIBIT - 2

ARTICLE II

WAGES

SECTION 1: 2000 Pay Plan-Effective November 1, 1999 through October 31, 2000. The following ranges are hereby established as the "Pay Plan" and are to be applied to the positions set forth below.

	STEP "A"	STEP "B"	STEP "C"
Firefighter (Annual)	\$26,712.64	\$32,662.74	\$36,134.80
In-Charge FF (Annual)	(5% increase above Firefighter)		\$37,941.54
FF/Inspector (Annual)	(10% increase above Firefighter)		\$39,748.28
Lieutenant (Annual)	(15% increase above Firefighter)		\$41,555.02

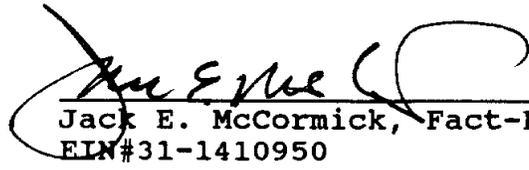
SECTION 2: 2001 PAY PLAN-Effective November 1, 2000 through October 31, 2001. The following pay ranges are hereby established as the "Pay Plan" and are to be applied to the positions set forth below.

	STEP "A"	STEP "B"	STEP "C"
Firefighter (Annual)	\$27,580.80	\$33,724.28	\$37,309.18
In-Charge FF (Annual)	(5% increase above Firefighter)		\$39,174.64
FF/Inspector (Annual)	(10% increase above Firefighter)		\$41,040.10
Lieutenant (Annual)	(15% increase above Firefighter)		\$42,905.56

SECTION 3: 2002 PAY PLAN-Effective November 1, 2001 through October 31, 2002. The following pay ranges are hereby established as the "Pay Plan" and are to be applied to the positions set forth below.

	STEP "A"	STEP "B"	STEP "C"
Firefighter (Annual)	\$28,546.13	\$34,904.63	\$38,615.00
In-Charge FF (Annual)	(5% increase above Firefighter)		\$40,545.75
FF/Inspector (Annual)	(10% increase above Firefighter)		\$42,476.50
Lieutenant (Annual)	(15% increase above Firefighter)		\$44,407.25

(Please check my math)



Jack E. McCormick, Fact-Finder
ELN#31-1410950

December 6, 1999
Columbus, Ohio