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**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

**FACT-FINDING PROCEEDINGS
CASE NOS. 99-MED-09-0782**

**DANIEL N. KOSANOVICH
FACT-FINDER**

IN THE MATTER OF :
 :
URBANA FIRE FIGHTERS ASS'N :
IAFF LOCAL 1823 :
 :
and :
 :
CITY OF URBANA, OHIO :

REPORT AND RECOMMENDATIONS OF THE FACT-FINDER

APPEARANCES

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IAFF Local 1823**

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REPORT AND RECOMMENDATIONS

I. Background and Procedural History

The City of Urbana is located in Champaign County and has a population of approximately 11, 353. The City covers an area of seven (7). Urbana is a charter city with a Mayor Administrator Council form of government. There are several separate bargaining units within the City.

The bargaining unit in question consists of the 18 fire fighters employed by the City to provide fire suppression and emergency medical services. In addition, the City offers fire and emergency medical services to area townships. The fire department operates a three shift system (24 hours on duty/48 hours off duty) utilizing 2 fire engines, 2 medic units and 1 ladder truck. The Urbana Fire Fighters, IAFF Local 1823 has represented the fire fighters since 1969. The Union was recognized by the City under Ohio Law in 1987. Since that time there have been 4 successive collective bargaining agreements. The current contract expired on November 15, 1999.

Bargaining for a successor agreement began in October of 1999. After a proper extension, a Fact Finding hearing was scheduled for November 17, 1999. As is required by law the Fact Finder offered to mediate the outstanding issues and that offer was accepted. The day was spent mediating and a tentative agreement was reached by the parties. Additionally the parties agreed that, in the event of a failure to ratify the tentative agreement by either side, the Fact Finder would issue his report based upon the submissions of the parties made on November 17, 1999. The undersigned was advised that the City failed to ratify the tentative agreement.

The issues successfully mediated included: Article 7 (Jury Duty); Article 11 (Insurance Benefits); Article 12 (Sick Leave); Article 13 (Personal Day); Article 14 (Overtime and Compensatory Time); Article 15 (Holidays); Article 16 (Vacation); Article 18 (Uniform Allowance); New Article (Bereavement Leave); New Article (Recall Procedure); New Article (Union Representation and Union Business); Article 19 (Education Incentive Plan); and Article 21 (Food Allowance).

The issues remaining for disposition in the Fact Finding Report are: base wage compensation; emergency medic compensation; health and safety; and residency.

II. CRITERIA

In compliance with Ohio Revised Code Section 4117.14(G)(7) and the Ohio Administrative Code 4117-9-05(J), the Fact Finder considered the following criteria in making the recommendations contained in this report:

1. Past collectively bargained agreements between the parties;
2. Comparison of unresolved issues relative to the employees in the bargaining units 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, the ability of the public employer to finance and administer the issues proposed, and the affect of the adjustments on normal standard of public service;
4. The lawful authority of the public employer;
5. Stipulations of the parties; and
6. Such factors not confined to those listed above, which are normally or traditionally taken into consideration.

III. FINDINGS AND RECOMMENDATIONS

A. Mediated Agreements

As noted above the parties were successful at the session on November 17, 1999 mediating settlement to a number of outstanding issues. Those mediated resolutions include: Article 7 (Jury Duty); Article 11 (Insurance Benefits); Article 12 (Sick Leave); Article 13 (Personal Day); Article 14 (Overtime and Compensatory Time); Article 15 (Holidays); Article 16 (Vacation); Article 18 (Uniform Allowance); New Article (Bereavement Leave); New Article (Recall Procedure); New Article (Union Representation and Union Business); Article 19 (Education Incentive Plan); and Article 21 (Food Allowance).

The jury duty was dealt with through a memo that the chief would issue on the subject. Personal days provided for a bank up to 5 years with an accumulation of no more than 3 days per year. The uniform allowance resolution provided for an allowance of \$800.00 per year of the contract, absent a draw procedure. All other issues remained in the contract without change or proposals for change or modification were withdrawn.

The mediated resolutions are hereby adopted by reference in the Fact Finder's Report.

A. Findings and Recommendations

Article 8, Base Rate of Pay

Union's Position

The Union is proposing a 4% base rate increase for members of the bargaining unit. In addition, the Union is seeking to add two additional steps to the longevity scale. One step would be a 3 year step and the second addition would be a 7 ½ year step. The 3 year step calls for compensation at the rate of 5.5% over the year 2 step (which is currently the compensation formula for the 5 year step). The 5 years step compensation rate is 2% over the proposed 3 year step rate. According to the Union's proposal, in the first year the 7 ½ step would be compensated at the

5 year step rate. In the second year of the contract, the 7 ½ year step compensation rate would be 1% over the 5 year step rate and in the third year the 7 ½ year step compensation rate would be calculated at 2% of the 5 year step rate. The Union is also seeking a 25% premium for the temporary assignment or promotion to Captain.

The Union argues that the base rate increase is consistent with many of the types of increases being given throughout the state. Moreover, it is both a fair and reasonable request.

With respect to the addition longevity steps the Union asserts that a prior Fact Finder, Jack Weisheit, suggested that future adjustments to the steps would be appropriate to bring the fire fighters in parity with the police officers. In addition, the steps would be given in consistent increments.

Additionally, the Union asserts that the firefighters' current 5 year step places them "17.58%" behind the comparable average wage of other firefighters at that step.

City's Position

The city offers comparables to support a 3.0% base rate wage increase for each year of a three year agreement. According to the City a "starting firefighter with a straight 3% would increase his/her wage to \$30,335 which is 2% higher than all the municipalities surveyed. Further, the "top step of the wage scale would be 39,913", which is "16% higher than the average of the 8 comparable communities within this report, those cities are providing an average of 3.3% increase next year." Additionally, the City argues that the additional steps the Union proposes to add to the longevity scale serve to compound the earnings, which must be resisted.

With respect to the increase sought for the Captain's position the City is of the firm belief that the current premium is sufficient to compensate officers for either the temporary or permanent reassignment.

Findings and Recommendations

It is the recommendation of the Fact Finder that the firefighters receive a 3.75% base rate increase in each year of the 3 year agreement. The patrol officers received a 3.75% base rate increase during bargaining for a new contract recently. Moreover, The percentage wage increases for the year 2000 in comparable communities ranges from 3.0% to 4.0%. Finally, the City has not argued an inability to fund or pay such an increase. Therefore, under these circumstances, a 3.75% base rate increase is both fair and equitable.

As noted above, the Union is seeking to add two additional steps to the pay scale. The first additional step would be a 3 year step and the second additional step is a 7 ½ year step. Changes in the compensation for the 3 year step, the 5 year step and, gradually, the 7 ½ year step would result. The chart set forth below will illustrate the compensation rates assuming a 3.75% base rate increase and the Union's proposed step modifications.

Year 2000

Years of service	Steps	Hourly rate	Annual Base Salary
0	Initial pay	$9.85 + 3.75\% = 10.22$	$10.22 \times 2990 = 30,557.80$
1	IP + 6.25%	$10.22 + 6.25\% = 10.86$	$10.86 \times 2990 = 32,471.40$
2	1yr + 6.25%	$10.86 + 6.25\% = 11.54$	$11.54 \times 2990 = 34,504.60$
3	2yr + 5.5% (formerly the % increase for step 5)	$11.54 + 5.5\% = 12.17$	$12.17 \times 2990 = 36,388.30$
5	3 yr. + 2%	$12.17 + 2\% = 12.41$	$12.41 \times 2990 = 37,105.90$
7.5	5yr.(only for year 1 and it would increase to 1% in year 2 of the contract and 2% in year 3 of the agreement)	$12.17 + 2\% = 12.41$	$12.41 \times 2990 = 37,105.90$
10	7.5 + 2%	$12.41 + 2\% = 12.66$	$12.66 \times 2990 = 37,853.40$
12.5	10 + 2%	$12.66 + 2\% = 12.91$	$12.91 \times 2990 = 38,600.90$
15	12.5 + 2%	$12.91 + 2\% = 13.17$	$13.17 \times 2990 = 39,378.30$
17.5	15 + 2%	$13.17 + 2\% = 13.43$	$13.43 \times 2990 = 40,155.70$
20	17.5 + 2%	$13.43 + 2\% = 13.70$	$13.70 \times 2990 = 40,963.00$

In recent negotiations, the patrol officers added a 17.5 year step to their wage scale. Additionally, the patrol officers' wage scale includes all of the steps that the firefighters seek to add to their wage scale.

Providing the additional steps addresses the question of parity between the firefighters and patrol officers. With the addition of the steps to the firefighters' pay scale, the patrol officers and the firefighters will have the identical steps. The Fact Finder is mindful of the fact that the firefighters scale from steps 5 through 20 increase at a higher percentage rate than the patrol officers, however, it must be noted that the firefighters hourly rate of pay is computed on 2990 hours per year while the patrol officers hourly rate is computed at 2080 hours per year.

Finally, by way of comparison, Bellefontaine firefighters are scheduled for a 3.5% pay increase in the year 2000. Based on the data supplied, the pay increase would bring the minimum pay for a firefighter to \$29,988.09, which compares favorably to the recommendation from the Fact Finder. In addition, the maximum on the Bellefontaine pay scale for the year 2000 is \$39,210.97, which also compares favorably to the recommendation. Marysville, another comparable community is scheduled to provide their firefighters with a 4% pay raise in the year 2000. The Marysville firefighter minimum pay will increase to \$30,369.04, which compares favorably to the recommendation made by the Fact Finder. It must be noted that the top range of the pay scales for Marysville and Urbana are significantly different. However, those differences exist in the 1999 maximums and should be expected.

Therefore, it is the recommendation of the Fact Finder that the Union's position with regard to the addition of 2 steps to the pay scale be accepted. The Year 2000 pay scale is set forth above. Year 2001 and Year 2002 pay scales are set forth below.

Year 2001

0	Initial pay	10.22 + 3.75%=10.60	10.60 x 2990=31,694.00
1	IP + 6.25%	10.60 + 6.25%=11.26	11.26 x 2990=33,674.87
2	Year 1 + 6.25%	11.26 + 6.25%=11.96	11.96 x 2990=35771.61
3	Year 2 + 5.5%	11.96 + 5.5%=12.62	12.62 x 2990=37,727.22
5	Year 3 +2%	12.62 + 2%=12.87	12.87 x 2990=38,488.48
7.5	Year 5 + 1%	12.87 + 1%=13.00	13.00 x 2990=38,866.11
10	Year 7.5 + 2%	13.00 + 2%=13.26	13.26 x 2990=39647.40
12.5	Year 10 + 2%	13.26 + 2%=13.52	13.52 x 2990=40,440.35
15	Year 12.5 + 2%	13.52 +2%=13.79	13.79 x

			2990=41,232.10
17.5	Year 15 + 2%	13.79 + 2%=14.07	14.07 x 2990=42,056.74
20	Year 17.5 + 2%	14.07 + 2%=14.35	14.35 x 2990=42906.50

Year 2002

0	Initial pay	10.60 +3.75%=11.00	11.00 x 2990=32,890.00
1	IP + 6.25%	11.00 + 6.25%=11.69	11.69 x 2990=34,953.10
2	Year 1 + 6.25%	11.69 + 6.25%=12.42	12.42 x 2990=37,137.67
3	Year 2 + 5.5%	12.42 + 5.5%=13.10	13.10 x 2990=39,178.27
5	Year 3 + 2%	13.10 + 2%=13.36	13.36 x 2990=39,946.40
7.5	Year 5 + 2%	13.36 + 2%=13.63	13.63 x 2990=40,753.70
10	Year 7.5 + 2%	13.63 + 2%=13.90	13.90 x 2990=41,568.77
12.5	Year 10 + 2%	13.90 + 2%=14.18	14.18 x 2990=42,398.20
15	Year 12.5 + 2%	14.18 + 2%=14.46	14.46 x 2990=43,246.16
17.5	Year 15 + 2%	14.46 + 2%=14.75	14.75 x 2990=44,102.50
20	Year 17.5 + 2%	14.75 + 2%=15.04	15.04 x 2990=44,984.55

With respect to the Union's request that the incentive for serving as Captain be increased to 25% from the current incentive, the Fact Finder is unpersuaded. The current incentive is sufficient and the Fact Finder recommends no change in the current contract provision dealing with this issue.

Article 10 Paramedic Compensation

Union's Position

The Union is seeking to increase the amount of compensation received by certified paramedics in the department from 4% of his/her base rate to 10% of that base rate. The Union proposes the increase in the paramedic compensation as an incentive to encourage members to maintain paramedic certification beyond the

contractually required 10 years. The Union notes that approximately 50% of those firefighters currently employed by the City of Urbana have 10 or more years of experience and can opt not to renew their certification. Also, the Union proposes that the increase is warranted because of the expanding scope of emergency services, which requires more and more technical decision making. This added responsibility, according to the Union, was not present in 1987 when the incentive was established.

City's Position

The City is seeking to maintain the status quo. In the City's 4% of one's base rate is sufficient compensation to attract and maintain qualified individuals to serve as paramedics. Moreover, the City points out that the wage scale increase serves to enhance the 4% incentive currently offered. Finally, the City points to comparables to suggest that Urbana is a leader in the amount of incentive offered to paramedic in the form of compensation.

Findings and Recommendations

In the Fact Finder's view the City position must be credited. An incentive of 4% of one's base pay is significant as an incentive to the members of the bargaining unit. Moreover, that incentive is enhanced as the wage scale increases. The Fact Finder has already recommended a substantial increase in the base rate and a modification in the wage scale steps.

The comparables offered by the City suggest that the recommendation is well ground and that the paramedic compensation need not be adjusted. Therefore, the Fact Finder recommends that the status quo be maintained with respect to the paramedic compensation.

New Article Health and Safety

Union's Position

It is the Union's position that a new article should be added to the contract concerning health and safety. In the Union's view the City should be willing to provide minimum protections for its employees, particularly employees in such a dangerous profession. According to the Union, the Labor-Management Committee has not been able to deal with this issue effectively; therefore it must be included in the contract. Finally, on this point, the Union expressed a need to have a third party available to make determinations regarding health and safety in the event the parties are unsuccessful.

The Union's proposed language seeks to have the City to provide annual and hazardous duty physicals.

City's Position

The City is opposed to including such language in the contract. The City argues that such issues are best handled through the Labor-Management committee, third party decision makers.

Findings and Recommendations

While the Fact Finder recognizes that being a firefighter is one of the most dangerous professions in our society and that there is a need to provide for safe working conditions, I am unpersuaded that the Union's proposal is warranted. This is particularly true because of the Union's expressed desire for third party decision making. Theoretically, if the Union determined a piece of equipment to be unsafe and believed it should be replaced, that very issue could be submitted to a third party for disposition. Such a result would place the third party in a position to rule on expenditures and affect the yearly budget. First party decision making is the preferred method of decision making and, in my view, the parties need to make the Labor-Management committee more effective in its efforts.

With respect to the physicals sought by the Union, the Fact Finder is equally unpersuaded and therefore, recommends that the City's position on this issue be adopted.

New Article Residency

Union's Position

The Union is seeking to a provision to the collective bargaining agreement, which prohibits the City from applying a residency restriction to members of the bargaining unit. The Union's proposal is based upon the following:

1. The current residency requirement is found in a work rule. In addition, the City has not imposed a residency requirement upon any other City employees.
2. A previous Fact Finder suggested that the issue be dealt with through a Labor-Management committee, however, the Union's attempts to resolve the matter through that vehicle were flatly rejected.
3. The current requirement bares no correlation to either department or community needs.
4. The current work rule unjustifiably restricts bargaining unit members in their choice of housing and other personal freedoms.

The Union also points out that City Manager, City Finance Director, Clerk and Dispatcher all live outside the district.

City's Position

It is the City's position that employees who deal with life threatening situations should live within close proximity of the work place. Moreover, the City argues the current work rule is more than fair and quite liberal because it allows the firefighters to reside within the City of Urbana Fire District. Finally, the City points out that it is "considering an amendment to the city Charter to be placed in the electorate for each City employee to reside within the county."

Findings and Recommendations

In his 1996 Fact Finding Report John S. Weisheit dealt with the residency requirement by encouraging the parties to use the Labor-Management committee to resolve the matter. Fact Finder Weisheit drew certain conclusion to support his recommendation. First he notes that the rule in question is *not being uniformly applied to all City employees*. Next he notes that Urbana is in close proximity to a number of larger communities that have the ability to pay more and offer higher benefits. Urbana has an incentive to protect the investment that it has made in the training and experience of the firefighters according to Fact Finder Weisheit. Finally, he concludes that the City would vulnerable to challenge, through existing channels of appeals, if it attempts to impose its current residency work rule in a discriminatory manner.

I agree with these conclusions. Fact Finder Weisheit was attempting to give the parties reasons for dealing with the residency issue without third party intervention. Unfortunately, the Labor-Management committee was unsuccessful.

In this Fact Finder's view, an issue as difficult and far reaching as residency deserves more than lip service or summary dismissal by the City. It should be given the full play of collective bargaining so that each party' interests and needs can be addressed.

The Fact Finder is unpersuaded by the City's argument in this area and based on the record, on balance the Union's argument has more merit. The City offered no compelling reason for the work rule in question. The record is devoid of any evidence to suggest that the members of the bargaining unit would not be able to carry out their duties absent the work rule. Moreover, the City of Urbana presented neither reasonable explanation, nor compelling evidence to justify the different treatment of firefighters from other City employees including the police. Therefore, I recommend that the Union's proposal on residency be adopted.

The language shall read: "There shall be no residency restriction for the Urbana firefighters during the term of this contract."

During the course of the next contract negotiations the parties are free to revisit this matter and give the issue the full play in collective bargaining that it deserves.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'D. N. Kosanovich', written over a horizontal line.

Daniel N. Kosanovich

Fact Finder

2/1/2000