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STATE EMPLOYMENT
RELATIONS BOARD

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Conciliation Decision and Award

In the Matter of Conciliation

between

The City of Marysville (Ohio) and IAFF Local 3032

S.E.R.B. Case No. 00-MED-08-0809

MARCUS HART SANDVER, Ph.D.
Conciliator

Representing the City:

Robert Schaumleffel,
Director of Administration
City of Marysville
Marysville, OHIO

Representing the Union:

Henry Arnett
Attorney at Law
Livorno and Arnett
Columbus, OHIO

Hearing Date: February 16, 2001

Decision Issued: March 13, 2001

I. Background

This case is the product of contract negotiations between the City of Marysville (the employer) and I.A.F.F. Local 3032. The parties met on several occasions in the fall of 2000 but were not able to resolve all issues in dispute. On December 13, 2000 a factfinding hearing was conducted by Ronald Janetzke. The factfinding report was not accepted. On January 10, 2001 Marcus Hart Sandver was chosen by mutual agreement of the parties to conciliate the dispute. The hearing was scheduled for February 16, 2001.

II. The Hearing

A. In Attendance

The hearing was convened at 9:00 in the Marysville City Hall. In attendance for the union were:

1. Henry Arnett Attorney and Chief Spokesperson
2. Keith Watson IAFF Negotiating Team
3. Tim Merrick IAFF Negotiating Team
4. Edgar Scheiderer IAFF Negotiating Team
5. Ron Masters IAFF Negotiating Team

In attendance for the city were:

1. Gary Johnson Fire Chief
2. John Morehart Director of Finance
3. Robert Schaumleffel Director of Administration and Chief Spokesperson

B. Exhibits

The parties were asked to submit exhibits into the record. The following were the union

exhibits:

- Union exhibit 1.- Prehearing statement
- Union exhibit 2 - Comparable health insurance information
- Union exhibit 3 - Comparable wage information
- Union exhibit 4 - Comparable longevity information

The following were marked as City exhibits:

- City exhibit 1 - Position statement
- City exhibit 2 - Uniform cost
- City exhibit 3 - Uniform allowance

C. Opening Statements

1. Union

The union representative (Mr. Arnett) began his opening by noting that the City did not file a pre-hearing brief in advance of the hearing and thus under the Ohio Supreme Court ruling in the City of Fairborn decision, the City is limited in the evidence it can present at the hearing. Mr. Arnett asked the conciliator to consult union exhibit #1 pages 1-9 for a summary of its position on the issues.

2. City Opening Statement

The City representative (Mr. Schaumleffel) began his opening statement by stating that in his opinion the firefighters in Marysville are underpaid by about 30% compared to comparable municipalities in Central Ohio. Mr. Schaumleffel pointed out to the conciliator that the City of Marysville does not have unlimited resources, however, and that some fiscal constraints must be realized by the conciliator in making his award.

III. The Issues

A. Article 27. Medical Insurance

1. Union Position

The union position on this issue is that the firefighters should pay 20% of the health insurance premium and that the City should pay 80%. Presently the firefighters pay a base premium established in the 1997 agreement and split any increase in the premium above this base 50-50 with the employer.

2. Employer Position

The employer position on this issue is to maintain the present health insurance plan as negotiated in the 1997 agreement.

3. Discussion

In actual fact the differences between the positions of the parties on this issue is pretty small, at least in the short term. Presently the firefighters pay 18.5% of the single coverage and 17% of the family. If health care costs rise 5.7% for 2001 (as the City projects) then the 50-50 split will result in a 2.85% increase in premium for the City and a 2.85% increase in premium for the firefighters. Thus, under the City proposal the firefighters would pay 21.35 per cent of the single premium and 19.85 per cent of the family premium in 2001. This is not much different than the union proposal; at least for 2001.

The parties negotiated the 50-50 split in the 1997 agreement. Under the criteria for conciliation as found in 4117.14 (G)(7)(a-f) this is a factor I must take into consideration in my decision. Furthermore, the 50-50 split provides an incentive for both parties to be concerned with controlling health care costs in the future.

4. Award

The employer final offer is awarded. The present system of funding health care premiums as found in the 1997 agreement (subject to changes mutually agreed to by the parties in these negotiations) is to be maintained.

B. Article 29. Incentive Pay

1. Union Position

The union position is to adopt the factfinder's recommendation as found in his report of December 20, 2000. Under the union proposal, the incentive pay for paramedics would increase to \$95 per pay period in 2001 (up from \$90 presently) and then increase to \$100 in 2002 and \$105 in 2003. A fire safety inspector would receive the same incentive pay as a paramedic. A firefighter certified as an inspector, would receive \$35 per pay period, and a firefighter who serves as an EMS instructor would receive \$35 in 2001, \$40 in 2002 and \$45 in 2003. Persons serving as an EMS coordinator or maintenance coordinator would receive \$35 per pay period in 2001, \$40 in 2002 and \$45 in 2003.

2. The City position is to provide an incentive of \$95 per pay period for paramedics and fire safety inspectors and \$35 for firefighters certified as inspectors for the duration of the contract. The City proposes to pay \$45 per pay period for fire/EMS instructors and to increase the incentive to \$50 in 2002 and \$55 in 2003. Finally, the City proposes to pay EMS and maintenance coordinators \$35 per pay period for the duration of the agreement.

3. Discussion

The parties positions on this issue are not very different. The difference lies in the fact that the union wants to have an escalating incentive for paramedics, fire safety inspectors,

fire/EMS inspectors, fire/EMS instructors and EMS coordinators. Under the past collective bargaining agreement incentive pay increased \$5 per pay period per year for paramedics, fire safety inspectors and fire service instructors. I see no reason to change the concept, articulated in the past agreement, that incentives should increase each year for duration of the contract.

4. Award

The union final offer is awarded.

C. Article 32. Uniform Allowance

1. Union Position

The union position on this issue is to agree to the establishment of a commissary or quartermaster type of uniform system and to supplement the uniform system with an annual allowance of \$150 per firefighter for incidentals.

2. City Position

The City position on this issue is to eliminate the current uniform allowance entirely and to establish a commissary system for providing uniforms.

3. Discussion

Both parties agreed to the commissary system in negotiations. The only thing the parties differ on is the \$150 annual incidentals allowance. I agree with the factfinder who found no substantiation for the incidentals allowance by the union.

4. Award

The City final offer is awarded.

D. Article 34. Wages and Pension Pick-up

1. Union Position

The union position on this issue is to raise wages 17% in 2001, 7% in 2002 and 6% in 2003. The union also proposes to increase the pension pick-up to 10% in 2003 (up from 7.5% currently).

2. City Position

The City position on this issue is to raise wages 10% in 2001, 10% in 2002, 10% in 2003 and to maintain the pension pick-up at present levels.

3. Discussion

The evidence presented at the factfinding hearing and at the conciliation hearing demonstrates clearly that compared to comparable municipalities the Marysville firefighters are underpaid. Both parties agree that the disparity currently is about 30% . Both parties agree that Marysville firefighters have been underpaid for a number of years. The parties disagree on the timetable for addressing the disparity. Given the fact that firefighters in Marysville have been underpaid for a long time and given the fact that the \$925 uniform allowance is to be eliminated in 2001, I agree with the factfinder that the contract should be frontloaded to provide for a larger increase immediately and for smaller increases in the second and third year of the agreement. Everyone knows that there is a "time value" to money. The Marysville firefighters who have been underpaid for years deserve to have their pay deficiency addressed sooner rather than later.

4. Award

The union final offer is awarded.

IV. Certification

This conciliation decision and award was based on evidence and testimony presented to one at a conciliation hearing I conducted on February 16, 2001. This award is based on the

criteria for conciliation as found in O.R.C. 4117. Any issues involving the interpretation or application of O.R.C. 4117 as it applies to this award are to be submitted to the State Employment Relations Board.

A handwritten signature in cursive script, reading "Marcus Hart Sandver", is written over a horizontal line.

MARCUS HART SANDVER, Ph.D.

Conciliator

Dublin, Ohio

March 13, 2001