

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

2005 SEP 26 A 10:12

In the matter of:

Fairfield Professional Firefighters, IAFF
Local 4010 and City of Fairfield

Case No. 04-MED-11-1278

CONCILIATOR'S OPINION, FINDINGS OF FACT, AND ORDER

The undersigned, Steven L. Ball, appointed as State Employee Relations Board Conciliator, makes the following report and order:

I. HEARING

The conciliation hearing was held at the Fairfield Municipal Building on September 8, 2005. A subpoena was issued by the Board at the request of the Union and the Conciliator for the attendance of Deputy Chief Dennis Glenn. He was unable to attend due to a death in the family, but the Union chose to proceed without his testimony.

The following were present:

IAFF Local 4010 -

Stephen Lazarus, Attorney
Thomas Wagner, Local 4010 President
Noah (Rick) Gibbs, Local 4010 Exec. Board
Gregory Cifuentes, Local 4010 Treasurer/Fire Captain
Chris Theders, Local 4010 Secretary
Jamison Ruhl, Local 4010 Exec. Board
Richard Hall, Local 4010 Vice President

City of Fairfield -

John H. Clemmons, Law Director
Donald Bennett, Fire Chief
James A. Hanson, Finance Director
Kenneth W. McFarland, Human Resources Director
Dennis R. Stuckey, Asst. City Manager

Exhibits were offered by both parties, and various union members and City officials testified. The written and oral arguments by both parties were detailed, well prepared, and well presented.

II. CRITERIA

After presentation of the evidence consideration was given to the factors detailed in OAC 4117-9-06 (H) and Section 4117.14 (G)(7), Ohio Rev. Code and the report and recommendation of the fact finder, who issued a Report July 8, 2005 recommending the City's proposal.

III. OPINION, FINDINGS OF FACT, AND ORDER

The sole issue for conciliation is wages. The City proposes 3.75% yearly increases across the board, as it has for all City employees. The union proposes 4% yearly increases to firefighter wages, and 6.25% yearly increases to captain's wages for the life of the new three year agreement. Wages for the new position of lieutenant are also disputed, with the union proposing 4% increases the second two years of the agreement, and the City proposing increases over the life of the agreement averaging 3.94%. The parties have agreed that any increases shall be retroactive to April 1, 2005.

This will be the third collective bargaining agreement for the unit, and the first agreement to go to fact finding. The City of Fairfield is a growing, and relatively prosperous community. By any view of the evidence, the City has the benefit of a well-equipped, well-trained and dedicated fire department. The City complains that it dipped \$75,000 into the City's general fund last year to fund the Fire Department, the balance of the expenses paid via a levy. However, no evidence was presented as to any inability to pay otherwise equitable increases.

The City has three fire stations, including its headquarters. The City has a chief, a deputy chief, and three captains, who function as shift supervisors. The department also employs part-

time firefighter – Paramedics and EMT’s and contracts for EMT service (a service which does not include transportation to hospitals), neither of which are in the bargaining unit.

Much of the evidence from both parties was directed to the strengths or weaknesses of the respective parties’ positions in matters to which they have already agreed. The union argued that the workload has increased, but the evidence was equivocal. The City provided a fire activity report which would seem to indicate fewer total fire runs and fewer structure fires, but obviously 2005 figures to date are incomplete for the year. Staffing did not appear to this conciliator to be a major issue, and apparently was not bargained. The parties agreed to a \$.50 per hour additional increase for each employee in the first year of the agreement, deleting a previous \$.50 per hour merit bonus. As most employees obtained the merit bonus in the previous agreement, this modification does not result in additional wages. The union agreed to increase their member’s participation in the health care premium from 6% to 10%.

The comparable fire fighter wage rates offered by the parties differed with the Union’s use of Norwood and the City’s use of Forest Park. If the City of Norwood is disregarded as a Union comparable, the remaining comparables average \$20.095 at the top range for 2005 and \$15.13 at the low range, making the union’s proposal with a 4% increase in 2005 above both averages (\$20.84 and \$16.34 respectively). If the City of Forest Park is disregarded as a City comparable, the 3.75% increases offered by the City would place the firefighters at \$20.79 in the top range for 2005 and \$16.30 at the low range, still above average of the remaining comparables (\$20.03 and \$15.28, respectively).¹

The union contends that Norwood should not be excluded as a comparable merely because it has a very high wage structure, and the City argues that such a high rate unfairly

¹ The 2005 figures for comparables Springfield Twp. and Anderson differ slightly in the charts provided by the City and the union, but have a negligible effect on the averages.

skews the average. The City also noted that the City of Norwood has a fiscal crisis which is attributable at least in part to excessive wages. Norwood's starting firefighter rate for 2005 is \$23.74 per hour and its top rate is \$29.87, \$6.14 per hour higher than the next highest union comparable to start, and its wages are \$8.13 per hour higher than the next highest union comparable at top pay. The median of the Union comparables supports the City's position. The apparently aberrant figures contained in the Norwood wage scale do skew the averages unfairly, especially upon such a small sampling of comparables. While the firefighters would not be grossly overpaid at the 4% pay increases proposed by the union, the 3.75% increases proposed by the City are more in line with other firefighters similarly-situated. The wages of the police and fire departments are generally comparable, though comparison is difficult because of the differences in duties and hours on the job. Looking at the wage structures after the application of the 3.75% increases proposed by the City, the conciliator does not conclude that the wages of the two forces will diverge significantly.

The parties' positions as to captain's wages differ greatly. The union's proposed 6.25% increases are 2.5% above the 3.75% offered by the City. The union acknowledged that the captains have had no increase in duties since the wages negotiated in the last agreement. However, the union argues that the captains should be compared more with deputy chiefs in other locales. The union offers four comparables in that regard, Hamilton, Colerain, Green Twp., and Middletown. The City offers Forest Park, Green Twp., Sycamore Twp., and Colerain Twp. Of the two common comparables (Colerain and Green Twp.), the average base pay is \$24.35 in 2005. With a 3.75% increase the Fairfield captains at \$24.19 would be but slightly below average, and with a 6.25% union proposed increase, at \$24.78 would be slightly above average. For the remaining two years of the agreement, a 6.25% increase would place

Fairfield's captains at a base \$27.97 per hour to an average \$26.03 for the two common comparables (projecting 3.5% yearly increases).

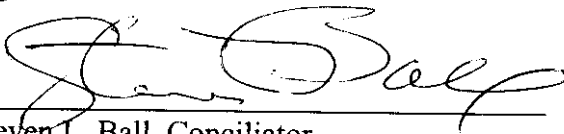
The City has announced an intent to hire three lieutenants. However, there is no agreement between the parties to do so. The City has not promulgated a job description or a test for lieutenants. Should three lieutenants be employed, there may be some impact upon the duties of the three captains. Insofar as the City has been paying an additional \$1.00 per hour for firefighters who serve as station supervisors, the impact of formalizing a lieutenant's position may also have little practical effect in the duties of the captains. The Chief testified that the Lieutenant's position would serve as a step toward promotions to the captain's positions, should vacancies occur. Because the hiring of three lieutenants is not certain, and because defacto lieutenants already exist via shift supervisors, the conciliator gives the proposed existence of such a position little weight to any effect on the captains' duties or wages.

At the hearing, there was much discussion of a 1997 letter from City Manager Stuckey, pointing to a disparity in captain's pay and equating their duties to assistant chiefs in other cities. However, the captains' duties have not changed since 1993; and the City notes that following that letter the captains received a 4% wage increase retroactive to 4/1/97, on top of a 3% increase previously granted, and an additional 4% increase effective 10/1/97. Moreover, the captains' base pay was increased 4.5% on April 1, 1998. After a 3% increase 4/1/99, the captains received a base pay increase of 14.25% effective 5/1/00, when the captains became a member of the bargaining unit. The difference in the pay of captains and the highest pay rate for firefighters (with paramedic certification and four years subsequent and Class 1 Driver) decreased over the term of the last contract from 20% 4/1/02, to 17% in the last two years of the agreement. Based upon the City's 3.75% proposal, the captains would receive a 16% differential between their pay

and the highest firefighter base rate throughout the term of the agreement, only 1% lower than that of the last two years of the existing agreement. The differential between captain's pay is less when compared with firefighters receiving the 1.00 per hour shift supervisor pay, but a smaller differential is expected when more comparable (if not equal) duties are performed. If total 2004 regular and overtime pay is considered, captains averaged pay of \$75,560.99, and firefighters averaged \$63,108.59, a differential of 20%.

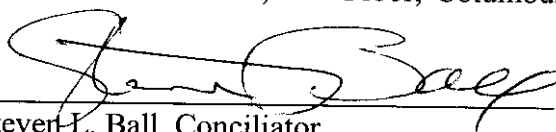
A 6.75% per year increase for the captains would certainly place them near the top of the comparables urged by the union. Perhaps an additional adjustment to the captain's pay would be equitable, but not to the extent of the union's proposal, especially when coupled with 4% firefighter increases. The lieutenant's pay is essentially the same under both proposals. The City's proposal of 3.75% increases is definitely reasonable as to the firefighters, and is not unreasonable, considering all factors, to the captains. As the conciliator is constrained to accept only one proposal, as a whole, the City's proposal is more supported by the evidence.

The Conciliator orders the award of the City's Final Offer Proposal, attached hereto as Exhibit A, as appendices to Article VI of the Agreement.


Steven L. Ball, Conciliator
September 22, 2005

CERTIFICATE OF MAILING

I hereby certify that a copy of the Conciliator's Opinion, Findings of Fact, and Order was sent via certified mail to: Thomas Wagner, 5845 Dakota Court, Hamilton, Ohio 45011, and Dennis Stuckey, 5350 Pleasant Avenue, Fairfield, Ohio 45014, and via fax to Stephen Lazarus, Esq. and John H. Clemmons, Law Director, and the original Conciliator's Opinion, Findings of Fact, and Order was sent via first class U.S. mail, postage prepaid, to Dale A. Zimmer, Administrator, Bureau of Mediation, SERB, 65 East State Street, 12th Floor, Columbus, Ohio 43215, on this 22nd day of September, 2005.


Steven L. Ball, Conciliator

City Wage Proposal (April 1, 2005 through March 31, 2008)

	<u>Appendix A</u>	<u>Appendix B</u>	<u>Appendix C</u>
	4/1/2005	4/1/2006	4/1/2007
Effective Dates:	4/1/2005	4/1/2006	4/1/2007
Increase: *	3.75%	3.75%	3.75%
	Present	Present + 0.50	
Firefighter-Paramedic (without Paramedic Certification)	12.99	13.49	15.07
Firefighter-Paramedic (without Paramedic Certification but one year full-time experience on department, and Class I Driver Certification)	14.11	14.61	16.32
Firefighter-Paramedic (with Paramedic Certification)	15.21	15.71	17.54
Firefighter-Paramedic (with Paramedic Certification, one year subsequent experience on department, and Class I Driver Certification)	16.33	16.83	18.79
Firefighter-Paramedic (with Paramedic Certification, two years subsequent experience on department, and Class I Driver Certification)	17.44	17.94	20.03
Firefighter-Paramedic (with Paramedic Certification, three years subsequent experience on department, and Class I Driver Certification)	18.51	19.01	21.23
Firefighter-Paramedic (with Paramedic Certification, four years subsequent experience on department, and Class I Driver Certification)	19.54	20.04	22.38
Fire Lieutenant (with Paramedic Certification)*	20.32	20.82	23.38
Fire Lieutenant (with Paramedic Certification and one year in classification)	21.10	21.60	24.12
Fire Captain	22.82	23.32	26.04

Note: Present numbers with shaded background do not appear in current contract.

* The increase in the starting rate for Lieutenants is frontloaded to equal the Station Supervisor rate. Average increase for 3 years (from 20.82 to 23.38) is 3.94%.



BALL & TANOURY
ATTORNEYS AT LAW
700 ACKERMAN ROAD
SUITE 450
COLUMBUS, OHIO 43202

* * *
152 *
0211 \$ 00.60 UNITED STATES POSTAGE
5833 COLUMBUS OH PB8721760
43220 SEP 22 05

████████████████████████████████████████████
Dale A. Zimmer, Administrator
SERB

Bureau of Mediation
65 East State Street, 12th Floor
Columbus OH 43215

43215+4213-99 C002

