

**STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD**

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**CITY OF WILMINGTON  
EMPLOYER**

**and**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL 3011  
EMPLOYEE ORGANIZATION**

CASE NO. 09-MED-11-1377

**CONCILIATOR'S AWARD**

**CONCILIATOR:**

Philip H. Sheridan, Jr.  
Attorney at Law  
915 South High Street  
Columbus, Ohio 43206  
(614) 445-0733

**FOR THE UNION:**

Henry A. Arnett  
Livorno and Arnett Co., LPA  
1335 Dublin Road, Suite 108-B  
Columbus, Ohio 43215

**FOR THE CITY:**

David S. Blaugrund  
Blaugrund, Herbert & Martin, Inc.  
300 West Wilson Bridge Road, Suite 100  
Worthington, Ohio 43085

## CONCILIATION AWARD

**STATEMENT OF CASE:** The parties, the City of Wilmington, represented by David S. Blaugrund, Esq., and the bargaining unit, including all full-time employees in the classifications of firefighter, fire inspector and lieutenant, represented by Henry A. Arnett, Esq., counsel for the International Association of Firefighters (IAFF), Local 3011, have entered into negotiations for a contract between the parties to take effect January 1, 2010, and to expire December 31, 2012.

The parties have engaged in previous contract negotiations that have resulted in agreements. The parties attached a copy of the expired collective bargaining agreement.

The parties met and bargained in good faith, and were able to agree on all but five issues of the contract. The parties submitted the issues to fact-finding on February 24, 2010, which led to a fact-finding and recommendation March 2, 2010, which was rejected by the Bargaining Unit. I was chosen to serve as conciliator and issue a binding conciliation award pursuant to R.C. 4117.14(G). The parties provided me with their positions more than five days before the hearing as required. At the conciliation meeting on April 15, 2010, the parties outlined their position on the remaining issues: Article 15, Layoff and Recall, Article 17-Hours of Work and Overtime, Article 19, Wages and Compensation, Article 31, Personal Day Leave, and Article 47, Health and Safety.

Pursuant to R.C. § 4117.14 and Admin.R. 4117-9-05, Philip H. Sheridan, Jr., 915 South High Street, Columbus, Ohio, was chosen as conciliator.

The meeting was convened at 10:00 a.m. at the Wilmington Administration Building. The matter was submitted upon statements and arguments presented to the conciliator.

According to the provisions of R.C. Chapter 4117, the parties provided me with the fact-finding award, a copy of the expired current contract, the issues which have been resolved, the unresolved issues, and each party's final offer on the unresolved issues.

In issuing this conciliation report, I have given consideration to the provisions of R.C. Chapter 4117, and in particular, the criteria contained within R.C. § 4117.14(G) (7) (a)-(f).

**Article 15 – Layoff and Recall.**

The issue for determination is the whether the City's or the bargaining unit's changes to the existing layoff provisions should be adopted. Neither proposal adopts the fact finder's report.

**THE CITY'S POSITION:**

The City's last best offer is current contract language, except that it would remove language that requires it to layoff intermittent and part-time employees before it can lay off bargaining unit members. The City maintains that it should have more flexibility in circumstances such as now face the City in deciding who to lay off.

**THE IAFF POSITION:**

The bargaining unit's last best offer is current contract language, with two exceptions. The bargaining unit would extend call back rights from 12 to 36 months, and would add Section 15.5, which provides: "The Employer agrees that no further layoffs of bargaining unit members shall take place in the calendar years 2010 and 2011. The Employer shall maintain the personnel levels of bargaining unit members at a minimum of fifteen (15) during the calendar years 2010 and 2011. Should the personnel levels within the bargaining unit drop below fifteen (15) during calendar years 2010 or 2011, the Employer will recall a laid off member or, if applicable, hire a replacement from a civil service list." The bargaining unit argues for internal consistency, as the police bargaining unit agreement contained language of similar import.

## **AWARD**

I have independently examined all of the information provided to me concerning this issue. I award the last best offer of the bargaining unit, and adopt by reference their proposed language for Article 15 – Layoff and Recall, including Section 15.5 above.

### **ARTICLE 17 – Hours of Work and Overtime.**

The issue for determination is a new section proposed by both parties, having to do with the structure dealing with assignment of overtime.

#### **THE CITY’S POSITION:**

The City’s last best offer on Hours of Work and Overtime is the fact finder’s recommendation, which the City asserts was developed by the Fire Chief and bargaining unit members, but then rejected by the bargaining unit.

#### **THE IAFF POSITION:**

The bargaining unit’s last best offer is that all overtime be offered first to bargaining unit members based upon a rotating seniority list.

## **AWARD**

I have independently examined all of the information provided to me concerning this issue. The fact finder’s award is not arbitrary, erroneous or unreasonable, so I see no need to substitute my judgment for it. I award the last best offer of the City, and adopt by reference its proposed language for Article 17, Hours of Work and Overtime.

### **ARTICLE 19 – Wages and Compensation**

The parties are in substantial agreement in their proposals concerning this article. Both last best offers propose a wage freeze at the 2008 level for 2010, and wage reopeners for 2011 and 2012, including consideration of whether to grant step raises during those years.

**THE CITY'S POSITION:**

The City's last best offer is the fact finder's recommendation, which included retention of any step raises earned in 2009, a wage freeze based on 2008 wages for 2010, and reopeners in 2011 and 2012.

**THE IAFF POSITION:**

The bargaining unit's last best offer, in addition to the City's last best offer adds language that addresses the retention of employees already addressed in Article 15, Section 15.5.

**AWARD**

I have independently examined all of the information provided to me concerning this issue. The fact finder's award is not arbitrary, erroneous or unreasonable, so I see no need to substitute my judgment for it. I award the last best offer of the City, and adopt by reference its proposed language for Article 19 and the attached Appendix A.

**ARTICLE 31 – Personal Day Leave**

The issue for determination is whether the bargaining unit should be awarded additional personal days under the new agreement.

**THE CITY'S POSITION:**

The City's last best offer is no additional personal days, which would be current contract language and also adopts the fact finder's position on this issue. The bargaining unit members who work 28 day schedules receive the same three personal days as all other city employees, and the 24 day scheduled employees already receive more hours of personal leave in their two twenty-four hour days of personal leave than other city employees.

**THE IAFF POSITION:**

The bargaining unit's last best offer proposes all bargaining unit members receive three personal days per calendar year.

**AWARD**

I have independently examined all of the information provided to me concerning this issue. The fact finder's award is not arbitrary, erroneous or unreasonable, so I see no need to substitute my judgment for it. I award the last best offer of the City, and adopt by reference its proposed language for Article 31, Personal Day Leave.

**ARTICLE 47 – Health and Safety**

The issue for determination is whether to make changes in the Health and Safety Article, and if so, what changes. Both party's last best offers approve of the fact finder's recommendation, which is to retain current contract language.

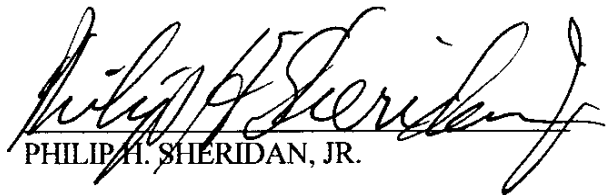
**AWARD**

I award the last best offer of the bargaining unit, and adopt by reference its proposed language for Article 47, Health and Safety.

**CONCLUSION**

The parties provided substantial information in a courteous and professional manner for my consideration. In addition to the awards above, I hereby include all unopened articles in the successor agreement. I understand that there are no tentative agreements, but the parties entered into a side bar agreement concerning a pending arbitration request providing that it will be withdrawn upon the issuance of this conciliation award. The effective beginning date of the agreement is January 1, 2010. The parties shall take the actions necessary to implement the agreement.

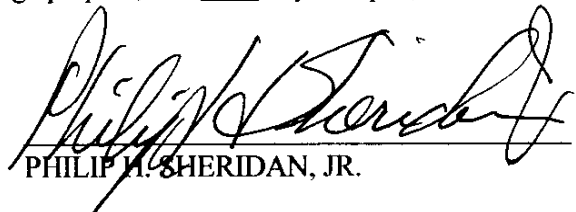
Respectfully submitted,

  
PHILIP H. SHERIDAN, JR.

April 30, 2010

CERTIFICATE OF SERVICE

I hereby certify that I mailed a copy of this Conciliation Award to the parties' representatives at the addresses listed on the cover page to this award, and by email to the addresses they presented, and to the State Employment Relations Board, 65 E. State St., 12<sup>th</sup> Floor, Columbus, Ohio 43215, by ordinary U.S. mail, postage prepaid, this 30th day of April, 2010.

  
PHILIP H. SHERIDAN, JR.

**PHILIP H. SHERIDAN, JR.**  
ATTORNEY AT LAW  
915 SOUTH HIGH STREET  
COLUMBUS, OHIO 43215-2523

STATE EMPLOYMENT  
RELATIONS BOARD

2010 MAY -4 P 3: 53

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April 30, 2010

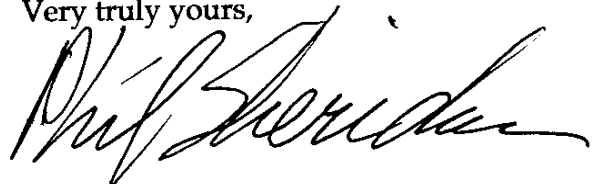
J. Russell Keith  
General Counsel & Assistant Executive Director  
State Employment Relations Bd.  
65 East State St. 12<sup>th</sup> Floor  
Columbus, Ohio 43215-4213

**RE: Case No. 09-MED-11-1377, City of Wilmington and  
International Association of Fire Fighters, Local 3011**

Dear Mr. Keith:

Enclosed please find the Conciliation Award for this matter. Thank you for your consideration.

Very truly yours,



Philip H. Sheridan, Jr.

PHS/ps  
Enclosure  
cc: file