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**STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD**

CITY OF GRANDVIEW HEIGHTS, :

Employer, :

-and- :

Case No. 95-MED-09-0805

INTERNATIONAL ASSOCIATION OF :  
FIRE FIGHTERS, LOCAL 1792, :

Employee Organization. :

**CONCILIATOR'S AWARD**

*Philip H. Sheridan, Jr., Conciliator*

*Issued: May 6, 1996*

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## STATEMENT OF THE CASE

The parties, the City of Grandview Heights, represented by Donald R. Keller, Esq., and the bargaining unit, Local 1792, International Association of Firefighters, including at this time all regular firefighters, Firefighter EMT Ambulance, Firefighter EMT Paramedic, and Fire Captain, represented by Henry A. Arnett, Esq., have entered into negotiations for a successor contract to the contract which expired December 31, 1995.

The parties have engaged in previous contract negotiations leading to agreed contracts. The parties attached a copy of the existing Collective Bargaining Agreement.

The parties met and bargained in good faith, but the parties were unable to reach agreement in articles of the contract relating to injury leave, military leave/jury leave, health and safety, insurance, and wages and benefits.

Pursuant to R.C. Section 4117.14, and Admin. R. 4117-9-05, Philip H. Sheridan, Jr., 580 S. High Street, Columbus, Ohio, was chosen as conciliator.

The parties agreed to a conciliation hearing on March 15, 1996, and the meeting was convened at 10:00 a.m., at the City Administration Building. In addition to their representative, Henry Kauffman, Fire Chief, Brian Cook, City Attorney, J. Mickal Townsley, Director of Finance, and Julie Gafford, Director of Administration, appeared on behalf of the City. In addition to their representative, Mark Helsel, president of the local, and Mike Shimko, bargaining unit member, appeared on behalf of the bargaining unit. The parties and the conciliator discussed the previously mediated issues, and the conciliator determined the remaining issues were not amenable to additional mediation. The matter was submitted upon statements, documents, and arguments presented to the Conciliator.

time or whether the employee should be terminated for disability and paid off at the lower rate which is already contained within the contract with respect to sick time, and to pay the lump sum payoff of compensatory time and vacation upon termination of employment.

## **AWARD:**

### **Article 15 Injury Leave**

The Fact Finder recommended adding the language "proposed by the bargaining unit to the contract." Among the matters which he considered most important was he believed this language reflected a "long-standing past practice within the bargaining unit." Currently, a member injured on the job is paid "the difference between his Workers' Compensation allowance and his regular salary for the first 26 weeks following the injury without any loss of accumulated sick leave time. Additional injury leave may be granted to the employee by the City Council upon formal request. Currently, upon termination, an employee with less than 20 years of service is paid the full amount of his vacation leave accrued up to two years, while the employee with twenty or more years of service can be paid up to three years accrued vacation leave. Sick leave is paid to employees who retire or resign in good standing with ten or more years of service. Those with ten or more years of service are paid at a rate of 1/4th of the accrued but unused sick leave up to a maximum accrual of 2,000 hours, and 1/3rd of the accrued but unused sick leave in excess of 2,000 hours up to a maximum of 2800 hours. All compensatory time is paid at the employee's termination, at his current rate of pay. Generally, I would agree with the City's argument that no change should be imposed by the conciliator where there is no real issue.

However, on balance, I agree with the Fact Finder and recommend the addition of the bargaining unit's language. Two reasons for doing this are contained within the contract between the City and the FOP and the language contained in Ordinance No. 94-12 which dealt with non-bargaining unit employees. The language from Ordinance No. 94-12 provides in part "after all such injury leave is used, the employee may elect to use accumulated sick leave, vacation leave, or compensatory time due him." The language is substantially similar in the FOP contract. Since the City has extended this language to its other employees, I see no reason to leave it out of the contract with the IAFF, especially if it is a past practice, and the parties have agreed to a "zipper" clause.

#### **Article 16 Military Leave/Jury Leave**

**The IAFF's Final Offer:** The bargaining unit proposes two additional sections:

**Article 16.3 Unpaid Disability Leave** An employee unable to perform his/her job or such light duty work as may be made available in the Department, shall, upon expiration of all the employees paid leave, be placed on an unpaid disability leave not to exceed one year.

**Section 16.4 Special Leave** In addition to other leaves specified in this contract, the Chief, at this sole discretion may authorize special leaves of absence without pay. The Chief's decision as to special leave is not grievable.

**The IAFF's Final Offer:** The bargaining unit's final offer on Article 16.3 is offered because "unpaid disability leave" is referenced in the contract but not explained. The bargaining unit proposes its section in order to make clear that an employee "unable to perform his or her job or such light duty work as may be available shall be placed on an unpaid disability leave." (Page 4 IAFF Summary of Positions.) The bargaining unit limits this leave to one year.

The local has also proposed Section 16.4 Special Leave. The bargaining unit points out the collective bargaining agreement between the city and the FOP contains similar language. This

provision allows the Chief to decide, in his sole discretion, whether to grant a special leave of absence without pay. The reason for the proposal is to protect the bargaining unit member who has no leave available which is currently mentioned in the contract but who is able to demonstrate that such a leave would be beneficial to the member and the city.

**The City's Final Offer:** The city proposes maintaining Article 16 as it now exists, without the addition of the language proposed by the bargaining unit. The city opposes mandatory leaves and thus opposes Article 16.3 because the employee can choose to exercise the option for that one year additional leave. The city also rejects Article 16.3 because it refers to "light duty work." The city does not want to recognize an obligation to provide or attempt to provide light duty assignments to injured employees.

The city also opposes Article 16.4 because it asserts there is no current issue to be settled between the parties by the addition of the language and it objects to adding language to the contract without such a specific need.

#### **AWARD:**

##### **Article 16 Military Leave/Jury Leave**

The fact finder recommended that Article 16.3 not be added to the contract because of the issue then raised by the city concerning its unlimited nature, which the bargaining unit has corrected, and because of its reference to "light duty work." However, he recommended adoption of Article 16.4 in order to provide the Chief authority to approve or deny requests for special leaves of absence without pay in his sole discretion. The fact finder pointed out this allows the bargaining unit member to request such a leave of absence in some unforeseen situation and it provides language to deal with the issue within the contract without making it a grievable issue. I agree with the fact finder in both

instances and choose the city's offer on Article 16.3, so there will be no language concerning unpaid disability leave. I also choose the bargaining unit's last offer on Article 16.4 (with a correction in the numbering) because I believe the contract should take into consideration instances where leaves of absence might be appropriate but not covered under the terms of the contract. For instance, an Olympic class athlete might choose to attempt to make the Olympic Team and ask for a year leave of absence to do so, and the Chief, in consultation with his superior, the Mayor, might find such a leave in the best interests of the city and the employee. Currently, no contract language would allow such an action.

### **Article 23 Health and Safety**

**The IAFF's Final Offer:** The bargaining unit proposes Section 23.4 safe staffing level "the department shall maintain a staffing level of at least four (4) bargaining unit platoon members at all times." The bargaining unit points out that the staffing level proposed is in fact the level which the City follows with its current departmental policy. The bargaining unit believes a serious safety issue is raised by this proposal and believes the City should be willing to have in the contract what it has currently in its departmental policy.

**The City's Final Offer:** The City proposes maintaining Article 23 with current language, not including the staffing level. The City bases its reluctance to adopt the language put forward by the bargaining unit on its inherent management right of determining staffing levels. While the City recognizes it must bargain because the levels of staffing do affect terms and conditions of employment, the City does not wish to give up its flexibility in scheduling its work force. The City points out there is no current problem between the parties concerning this issue and it is unwilling to include minimum staffing, and asks that the conciliator not impose such a clause.

## **AWARD:**

The fact finder did not recommend the language proposed by the bargaining unit in this matter because he considered the parties had a history of dealing with this issue in an appropriate manner without adding the contract language. I agree with that reasoning, and I am also persuaded that there is no current issue between the parties concerning this matter. The bargaining unit offers its language more as an insurance against some future issue that might arise. I do not believe the conciliator should impose language, not agreed to by both parties, under such circumstances.

## **Article 24 Insurance**

**The IAFF's Final Offer:** The bargaining unit wants to maintain current language on Article 24 except for an addition to Section 24.1: "the City shall offer a group health care and dental care insurance care program to members providing the same level of benefits and coverage as in effect on July 1, 1995." According to the bargaining unit, this language would prevent the City from "making unilateral changes to the insurance plan during the term of the contract." (Written report of employee organization, page 6.)

The bargaining unit also opposes the City's last best offer concerning insurance, which would require the bargaining unit members who have obtained family insurance coverage from the City to pay 10% of the premium costs of the dependant coverage of the insurance. The bargaining unit asserts that the City's insurance costs went down in the last year and there is no justification for increasing the cost to some of the bargaining unit members based on a reduction in the cost of insurance benefits.

**The City's Final Offer:** The City offers the following additional language to Section 24.2 Health and Dental Insurance Premiums: "effective with the pay period beginning March 27, 1996, the members shall pay 10% of the premiums for dependent (family) coverage for the health care, dental

and vision programs, and the City shall pay the remaining 90% of such dependent (family) coverage premiums. The City will maintain a Section 1.25 Plan that conforms with current IRS regulations, and members shall be eligible for participation in the Section 1.25 Plan.” The City asserts that since its entire work force is so small, it must have one insurance plan in place for its employees. The City treats its non-bargaining unit employees in the same manner as it will now treat the FOP as a result of recently concluded negotiations with the police bargaining unit. The City states the IAFF bargaining unit has produced no evidence to demonstrate why it should be treated differently than all of the other employees of the City. In addition, the City also points to its comparables which show that nine of the other twelve Franklin County fire departments have insurance premiums picked up in part by employees as does the City of Delaware’s fire department. The City believes its interest and the interests of the bargaining unit are served best by providing totally equal insurance benefits to all employees of the City of Grandview Heights.

**AWARD:**

The fact finder recommended the language offered by the bargaining unit to be added to Article 24.1. His rationale was that it accurately reflected the intentions of the parties that the bargaining unit wanted substantially the same level benefits and the City wanted some flexibility. I read Article 24.1 as it currently exists to provide in part “the City shall offer a group health care and dental care insurance... as set forth in the Physician’s Health Plan (PHP) and United Health and Life of Ohio (UHLO) or their equivalent” (Emphasis added) as providing the protection which the bargaining unit wants.

The language proposed by the bargaining unit appears to me to be more strict, and it might be read to allow no change in the insurance policies as provided. Since neither side used exactly the language that the fact finder recommended, and I agree with the City’s argument that the equivalent



language in Section 24.1 would allow a grievance under the current contract, I recommend no additional language be added to Article 24.1 and adopt the City's last best offer on that issue.

However, I agree with the fact finder's analysis of the 10% payment proposed by the City for those employees who obtain family health coverage. I recommend no change in the language of Article 24 and adopt the IAFF's final offer on payment of insurance premiums.

### **Article 25 Wages and Benefits**

**The IAFF's Final Offer:** The bargaining unit supports a 4.5% wage increase effective the pay period beginning December 20, 1995 (the first pay in January), a 4.5% wage increase the first pay period of 1997, and a 4.5% pay increase effective the first pay period of 1998. The bargaining unit points out the new contract which the City has entered into with the FOP offers pay raises of 5%, 4% and 4%. The bargaining unit has provided comparables which demonstrate that all Franklin County cities are ahead of Grandview Heights, and the other cities are all getting 4 to 5% raises in the contracts which are now being negotiated. The bargaining unit members point to the increased training required of them and to their additional training and abilities which put them in the highest categories in terms of experience, training and ability, and assert their pay should reflect this excellence and at least keep up with increases enjoyed by their peers.

In the area of pension pickup, the IAFF requests a 1.5% increase in pension pickup effective with the first full pay period in April of 1996, an increase of 1-1/2% effective the beginning of the first full pay period in January, 1997, and an increase of 1% effective beginning the first full pay period in January 1998. The bargaining unit acknowledges that the 6% pension pickup which is currently in effect is close to the average of comparable jurisdictions, but it argues its low position in terms of

wages is persuasive in encouraging such an increase. The bargaining unit argues that its members will remain behind all of its comparables in Franklin County even after a pension pickup is factored in.

The City's Final Offer: The City proposes a 3% increase in salary effective the first pay period of 1996, a 3% increase in salary effective the first pay period of 1997, and a 3% increase in salary effective the first pay period in January of 1998. The City supports its position with respect to wages by pointing to the inflation rate, which is less than 3%. In addition, the City points out that the FOP bargaining unit has agreed to the insurance cost pickup and raises of 5%, 4% and 4%, with no pension pickup. In addition, the non-bargaining unit employees of the City have received no pay raises as yet and received raises in the last contract period which were less than those received by the members of this bargaining unit. The City has also provided comparables which add the townships which provide fire protection in Franklin County to the cities provided by the bargaining unit. The City asserts that it has already paid for the additional training which the bargaining unit members have received and the increased responsibilities of the bargaining unit members are a reflection of the changing standards which affect all firefighters throughout the communities in both party's comparables. The City values its bargaining unit employees but does not believe there is a necessity for the type of raises asked for by the bargaining unit and believes its offers, under the circumstances, are adequate. The City asserts that its small size in both area and population adequately explains Grandview Heights' position on both sides' comparables.

The City offers an additional pension pickup of 1% effective the first pay period of April, 1996, and a 1/2% pension pickup effective the first pay period of January, 1997. According to the City, this offer, when combined with the wage offer, actually exceeds the City's projected income growth over the contract period.

## **AWARD**

The fact finder recommended a 3% raise in each of the three years of the contract, and no change in the pension pickup. He based his decision on the inflation rate, the comparables concerning pension pickup throughout Franklin County and the conservative decisions he made in other areas of the contract. I recommend the City's last best offer on wages. The 3% across-the-board raises as provided on Page 19 of the City's written position statement is adopted as if fully rewritten herein concerning wages and benefits. (Section 25.1 Wages) The City's arguments concerning its size, concerning the way in which it has treated its other employees in the most recent contract period, and concerning the agreement which it has reached with its other safety force bargaining unit, lead me to prefer the City's last best offer on wages.

With regard to pension pickup, I choose the last best offer of the bargaining unit. I adopt the bargaining unit's language for Section 25.3 Pension Pickup as is found on page 13 of the bargaining unit's written report for the conciliation. Such an increase keeps the bargaining unit on pace with the increases it reports for its comparables when the wage increase and pension pickup are combined.

## **Article Contracting Out**

**The IAFF's Final Offer:** The bargaining unit offers language prohibiting contacting out work assigned to the bargaining unit for the term of the contract. The bargaining unit's proposal also allows the City to continue its practice of entering into mutual aid agreements with other communities and providing such services in case of emergency. The union calls this a job security issue.

**The City's Final Offer:** The City proposes no additional language in the contract concerning contacting out. The City points out this is not a real issue between the parties because it has never

arisen. The City also asserts that without such an issue before the parties a conciliator should not impose such language on the City.

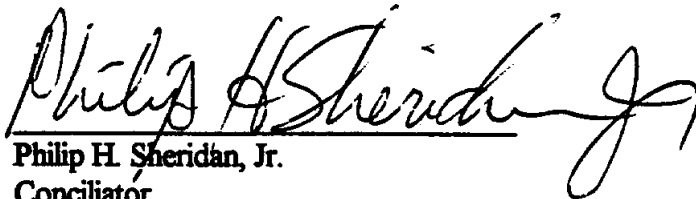
**AWARD**

The fact finder recommended the language proposed by the bargaining unit. The fact finder rightly points out that if the issue ever does arise the parties are not likely to solve the problem through collective bargaining. However, I still believe that a conciliator should not make substantial changes in a contract without a demonstrated need. It appears to me the three year contract between the parties protects the bargaining unit members from contracting out. I recommend the City's last best offer on contracting out.

**CONCLUSION**

I have considered the final offers of the parties, and have chosen between the final offers of the parties on each of the issues submitted to me. The presentations of the parties were informative, professional, to the point, and the information provided by the parties has made my task less difficult. The parties have a history of successful collective bargaining and I encourage them to work to continue their good dealings. The parties may, at any time, amend or modify my award by mutual agreement pursuant to R.C. 4117.114(g)(11).

Respectfully submitted,



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Conciliator

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