

R

STATE EMPLOYMENT
RELATIONS BOARD

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

MAR 3 10 33 AM '97

CITY OF ZANESVILLE, :

Employer, :

-and- : Case No. 96-MED-07-0611

ZANESVILLE PROFESSIONAL FIREFIGHTERS,
AND IAFF LOCAL 88, :

Employee Organization. :

CONCILIATOR'S AWARD

Philip H. Sheridan, Jr., Conciliator

Issued: February 28, 1997

*Dale Raines, Budget and Finance Director
City of Zanesville
401 Market Street
Zanesville, Ohio 43701-3575
FOR THE EMPLOYER*

*John S. Mozena
President, IAFF Local 88,
Zanesville Fire Department
332 South Street
Zanesville, Ohio 43701*

FOR THE EMPLOYEE ORGANIZATION

STATEMENT OF THE CASE

The parties, the City of Zanesville, represented by Dale Raines, Budget and Finance Director and the bargaining unit, Zanesville Professional Firefighters, IAFF Local 88, including all a total of 41 firefighters providing fire suppression, Emergency Medical Service and Hazardous Materials response to the city of Zanesville and surrounding contract areas, represented by John D. Mozena, Local 88 President, have entered into negotiations for a successor contract to the contract which expired December 31, 1996.

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, and were able to agree to all but three issues. The parties submitted these issues to fact finding on December 16, 1996, which led to a fact finding and recommendations which was rejected by the bargaining unit. The parties mutually selected me to serve as Conciliator and issue a Binding Conciliation Award pursuant to R.C. 4117.14(G). At the conciliation hearing on January 29, 1997, the parties reached a tentative agreement on Article 13, Insurance Schedule. The parties outlined their positions on the remaining issue:

Unresolved Issue

Article 9:	Wages
Appendix I,II,III	Wage Rates

Pursuant to R.C. §4117.14, and Admin. R. 4117-9-05, Philip H. Sheridan, Jr., 580 South High Street, Columbus, Ohio, was chosen by the parties as conciliator.

The parties agreed to a conciliation hearing on January 29, 1997, and the meeting was convened at 9:30 A.M., at the City Administration Building. In addition to their representative, Assistant Chief Dave Lacy appeared on behalf of the city. In addition to their representative, Mike Massie, OAPFA 5th District Vice President, Darryl Wymer, Local 88 Secretary, and Jay Ball, Kenny Embrey and Randy Dunn, bargaining unit members, appeared on behalf of the bargaining unit. The matter was submitted upon statements, documents, and arguments presented to the conciliator.

In accordance with the provisions of R.C. Chapter 4117, the parties provided me with a copy of the current contract, the issues which have been resolved, the unresolved issue, and each party's final offers on the unresolved issue.

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).

POSITION OF THE PARTIES

ARTICLE 9: WAGES

APPENDIX I.II.III: WAGE RATES

The City's Position:

The City proposes across the board increases in each of the three years of the contract, beginning with a 4% across the board increase effective the first full pay period of January 1997; followed by a 3.5% across the board increase effective the first full pay period of January 1998; followed by a 3.5% across the board increase effective the first full pay period of January 1999.

The City has not changed its position from that taken in negotiation, and the fact finder proposed the City's position. The other two bargaining units have also settled for those amounts, and the unaffiliated employees are being treated the same. The City believes its position is fair because of this consistency.

In addition, the City points to the relatively low consumer price index, and inflation rate, and points to the history of increases granted this bargaining unit over the years which have exceeded inflation. The City asserts that its last best offer exceeds inflation as well. The City also asserts that its annual wage for the top rate fire fighters compares favorably with the amounts paid in surrounding communities, especially when the amount of pension pick-up is considered.

The Bargaining Unit Position:

The bargaining unit proposes a 5% increase for base salary, effective January 1 in each of the years of the contract, 1997, 1998, and 1999. This is a substantial reduction from

the proposal at fact finding of 10% in each of the years of the contract. The bargaining unit believes its position is justified for a number of reasons. The local agreed to lower increases when the City was in poorer financial condition, and believes that when the City, as here, has some additional, unanticipated, revenues as it does now there should be some sharing with the local.

The local does not accept the City's argument that all City employees should enjoy the same percent raise, as it points out the 56 hours worked by bargaining unit members far exceeds the amount of hours worked by other employees, and their correspondingly lower hourly rate of \$9.98 does not benefit in the same way as the police unit benefits when it receives a percent increase on an hourly rate of \$14.30.

The bargaining unit also points out that it works the most hours of any of the comparables presented. Its hourly rate is the lowest of the comparables, as well. Even taking into consideration the pension pick-up, the bargaining unit members still must work more hours per week in order to earn the annual amount each member earns. Also, the comparables also pay holiday pay to their employees, which is not a part of this contract.

The members also provide more and broader services than that provided by the units in the comparable cities. EMS runs have increased in complexity and numbers in each of the years of the expired contract. The City provides services to contract areas, thus also broadening the requirements on the bargaining unit.

The bargaining unit asserts that it requires extensive, ongoing training, and performs a valuable and dangerous service to the community, and its members should receive enough

compensation for this service so that at least their families need not apply for school lunch support from the federal government because of their low income status.

AWARD

I award the City's position with respect to wages. This is a much closer decision than that made by the factfinder. The bargaining unit clearly works more hours for its pay than other city employees, but I place it in the middle of the comparables when the number of hours worked is factored in along with the pension pick-up. It appears to me the three comparables which work fewer hours per week should be placed higher than Zanesville. However, I am not clearly convinced that this is a "catch-up" situation. The amount of the City's last best offer is in accordance with other similar contracts, and does provide a fair increase to the bargaining unit.

Respectfully submitted,



PHILIP H. SHERIDAN, JR.

Conciliator

S.C. #0006486

580 South High Street

Columbus, Ohio 43215

(614) 221-2001