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STATE EMPLOYMENT
RELATIONS BOARD
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**CONCILIATION REPORT
OHIO STATE EMPLOYMENT RELATIONS BOARD**

MARCH 11, 1997

IN THE MATTER OF:

WARREN CITY PROFESSIONAL FIRE)
FIGHTERS, IAFF LOCAL 204)

CASE NO. 96-MED-10-0923

AND)

THE CITY OF WARREN, OHIO)

APPEARANCES:

FOR THE UNION:

Wayne A. Johnson, President
John O'Neill, OAPFF, Vice-President
Rick Starr, Secretary/Treasurer
Jeffrey D. Younkens, Committee Member
Rick E. Yauger, Committee Member
F. M. Ramaen, Committee Member
Gary McBride, Spokesman

FOR THE CITY:

Gary C. Cicero, Director of Human Resources
Brian Massucci, Personal Supervisor

CONCILIATOR:

Joseph W. Gardner, # 0033400
Attorney at Law
4280 Boardman-Canfield Rd.
Canfield, OH 44406
(330) 533-1118

INTRODUCTION

The parties met for a conciliation conference on February 25, 1997. After a session of extended mediation, the conciliation hearing was opened. The parties had already submitted their position statements and evidence was introduced on each and every issue. In preparing this report, the conciliator reviewed all the evidence and all the relevant sections of the Ohio Revised Code and the Ohio Administrative Code regarding conciliation. The existing contract was also reviewed along with the report of the fact-finder.

ISSUE NO. 1 ARTICLE XI, SECTION 7, ROLL CALL

DISCUSSION

The members of the Bargaining Unit must be at the scheduled roll call for approximately fifteen (15) minutes before the beginning of their shift. Failure to appear at this fifteen (15) minute roll call subjects the employee to possible discipline. Since the employees must be there for fifteen (15) minutes over and above the time that they are scheduled to work, they should be compensated for that time.

DECISION

The following section shall read as follows:

SECTION 7, ROLL CALL TIME

Every member of the Bargaining Unit shall receive twenty five percent (25%) of an hours pay, at one and one half (1 ½) times their hourly rate, per day that they are present for roll call, which is fifteen (15) minutes before the regularly scheduled work shift.

Effective Date: January 1, 1997.

ISSUE NO. 2 ARTICLE XI - TIME COMING HOURS

DISCUSSION

The section requested by the union, in effect, creates more accumulated time. The storing and/or the banking of hours and time started when local governments were unable to pay overtime because of budgetary constraints. In this situation, however, the City is not claiming any type of inability to pay. The City has the funds to pay overtime and holiday hours when worked by the employees. The inclusion of this new section in the contract would cause significantly more administrative costs and problems with scheduling.

The argument is made that employees can "bank" these hours and then request the hours at the end of the year so that they will have a "Christmas fund". Though the idea on the surface seems to be good, the employees should be able to put the holiday pay that they receive into a bank account and save it for spending during the holiday season. The City should not become a "savings bank" for its employees. The City is not set up to do that.

DECISION

The contract is to remain as is.

ISSUE NO. 3 ARTICLE XI - STANDARDS OF WORK

DISCUSSION

The Union makes a strong and compelling argument regarding minimum manning. Their argument regarding safety comes under a traditional labor arguments of "wages, hours and working conditions". The undersigned is sensitive to these arguments. The Fire Chief in conjunction with the administration and council, should set the standards for staffing.

These subjects of bargaining, at time, come into direct conflict with the rights of management to "direct the work force". Section 4117.08(C) states the following:

"Unless a public employer agrees otherwise in a Collective Bargaining Agreement, nothing in Chapter 4117. of the Revised Code impairs the right and responsibility of each public employer to: ... 4117.08(C)(6) determine the adequacy of the workforce; ... 4117.08 (C)(8) effectively manage the workforce; ..."

According to state law, it appears that it is up to the City to determine the "adequacy of the work force" and to "effectively manage the workforce". Minimum daily staffing requirements is a policy decision that should be set by the public employer.

DECISION

The contract is to remain as is.

ISSUE NO. 4 ARTICLE XII - PAY RATES

DISCUSSION

The undersigned has reviewed all of the comparatives between the City of Warren and other cities presented by the City and by the Union. The fact-finder in this case has recommended

a four percent (4%) increase over the next three (3) years. The undersigned is inclined to agree with the fact-finder in this matter.

DECISION

The following section shall read as follows:

SECTION 1 - WAGES

Effective January 1, 1997, there shall be an increase in all existing rates for the Bargaining employees by four percent (4%).

Effective January 1, 1998, there shall be an increase in all existing rates for the Bargaining employees by an additional four percent (4%).

Effective January 1, 1999, there shall be an increase in all existing rates for the Bargaining employees by an additional four percent (4%).

ISSUE NO. 5 ARTICLE 12 - PAY RATES, STEP TIER SYSTEM

DISCUSSION

Currently there exist a four-step tier system within the contract. The union requests that this tier system be reduced to three (3) years. After reviewing all of the evidence and arguments and reviewing the recommendation of the fact-finder, the undersigned is not persuaded that the four-step tier system should be adjusted.

DECISION

As with regards to the step tier system, the contract shall remain the same.

ISSUE NO. 6 ARTICLE XII - PAY RATES, SHIFT DIFFERENTIAL

DISCUSSION

Both the Union and the City have proposed positions that are identical. Therefore, the undersigned will accept the recommendation of both the Union and the City.

DECISION

The provisions in the contract shall read as follows:

	Effective 1/1/97	Effective 1/1/98	Effective 1/1/99
Lieutenant	14	14.5	15
Captain	12	13.5	15
Assistant Chief	12	13.5	15

ISSUE NO. 7

ARTICLE XII - FIRE FIGHTER OPERATOR, PAY RATES

DISCUSSION

The undersigned agrees with the union and fact-finder that this added duty is "typically limited to specific individuals who must demonstrate an added proficiency to be assigned this task..." This task of driving takes a special dedication and talent that should be rewarded with an amount compensatory to the additional responsibilities.

DECISION

Section 2 shall read as follows:

SECTION 2 - FIRE FIGHTER OPERATOR

Fire Fighters who are assigned the duties of driving any fire apparatus for a given turn, shall receive the additional pay at fifty percent (50%) of the difference of the lieutenant's hourly rate, and the top fire fighter's hourly rate, for the hours worked on a given turn.

To be eligibly for this assignment, the fire fighter must have completed the required training to drive and operate this equipment, and have demonstrated to perform the functions effectively.

The Fire Chief, assistant chief or house captain, will assign the certified senior certified fire fighter on each turn to these duties. The Fire Chief will determine the qualifications for certification.

Effective date: January 1, 1997

ISSUE NO. 8
ARTICLE XIII - LONGEVITY, ALLOWANCES

DISCUSSION

After reviewing the evidence, the undersigned agrees with the Union. The request by the Union is not unreasonable.

DECISION

Longevity shall be as follows:

SECTION 7 - LONGEVITY

1997 - \$ 5.00

1998 - \$ 5.50

1999 - \$ 6.00

ISSUE NO. 9
ARTICLE XIII - HAZARDOUS DUTY PAY, ALLOWANCES

DISCUSSION

Despite the evidence that was presented regarding hazardous duties performed by the fire fighters, the main duty of fire fighters is to fight fires. The fighting of fires is more hazardous than any other duties taken on by the fire fighters, even though these other duties are hazardous.

A fire fighter risks his/her life each day for the community. It is difficult to put a value on fire fighters duties when he/she rescues a child from a burning building. It is further difficult to put a value on the duties of a fire fighter when the fire fighter dies or is severely injured in the course and scope of his or her duties. The undersigned understands that at any given moment a fire fighter may be called upon to risk his/her life for the community. Hazardous duty is the job of the fire fighter.

Unless there becomes classifications of fire fighters where some fire fighters will accept hazardous duty while other fire fighters will not, the undersigned can find no rationale to pay hazardous duty pay. All fire fighters, when they take their oath of office, risk their lives daily.

DECISION

The current language shall remain the same.

**ISSUE NO. 10
ARTICLE XIV - HOLIDAYS**

DISCUSSION

Present holidays and personal days are very comparable to similar cities. There have been no compelling reasons cited to expand holidays.

DECISION

The contract shall remain the same.

**ISSUE NO. 11
ARTICLE XIV - HOLIDAYS/ASH WEDNESDAY**

DISCUSSION

The Union desires Ash Wednesday as a holiday. The undersigned can find no reason to award this day as an additional holiday.

DECISION

The contract shall remain the same.

**ISSUE NO. 12
ARTICLE XIV - PERSONAL DAYS, HOLIDAYS**

DISCUSSION

Again it is the finding of the undersigned that holidays and personal days now being received by the fire fighters is similar to other fire fighting departments within the State of Ohio.

DECISION

The contract shall remain the same.

**ISSUE NO. 13
ARTICLE XXVI - HEALTH CARE BENEFITS/VISION CARE**

DISCUSSION

The undersigned disagrees with the City that this is a permissive subject and need not be entertained by the City. The undersigned finds that this is a mandatory subject of bargaining.

However, the City is already providing a very good insurance policy for the Bargaining Unit. The AFSCME unit has their own special insurance coverage, not enjoyed by this union. To compare this unit with the AFSCME unit is not a valid comparison.

DECISION

The contract is to remain as is.

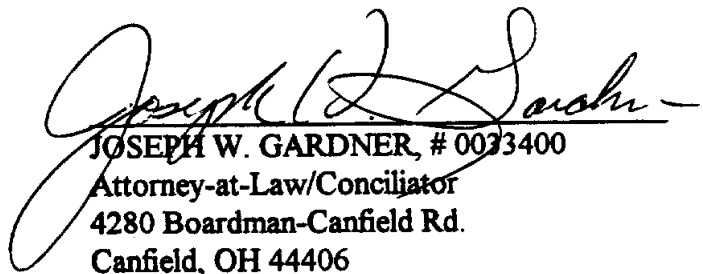
**ISSUE NO. 14
ARTICLE XXX - PAY DATES**

DISCUSSION

The undersigned understands the City's position in convenience for their bookkeeping. However, because of pension benefits and yearly income, the undersigned believes it is unwise to tinker with pay dates of the fire fighters. It is understandable that, for matters of convenience, the City would desire to unify the pay dates. However, the work hours of the fire fighters are not similar to other city employees. It to be expected that their pay dates would not be the same as the other employees. Further, a pension of a city employee is probably the most valuable asset that employee has. Changing the pay date so that payments are made outside of the calendar year, may impact the pension of the employee. The undersigned has not been convinced that there will not be no impact.

DECISION

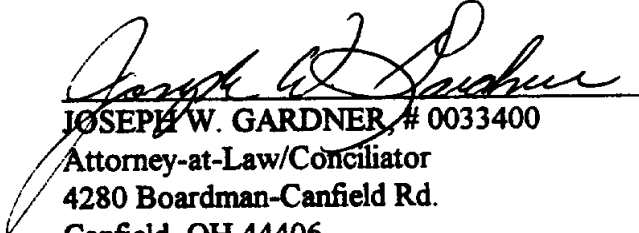
The contract is to remain as is.


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CERTIFICATION

A copy of the foregoing Conciliation Report was forwarded to Mr. Gary A. Cicero, City of Warren, Human Resources Department, City Hall, 391 Mahoning Ave., N. W. Warren, Ohio 44483-4634 and Mr. Gary McBride, 4340 Tod N. W., Warren, OH 44485, spokesperson for IAFF Local 204, via Overnight, Certified Mail on the 11th day of March, 1997.

A copy of the foregoing Conciliation Report was forwarded to Mr. G. Thomas Worley, State Employment Relations Board, 65 East State Street, Columbus, OH 43215-4213 via regular U.S. Mail on the 11th day of March, 1997.


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