

STATE OF OHIO
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**STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO
FACT-FINDING REPORT**

OCTOBER 2, 1998

CITY OF YOUNGSTOWN)	CASE NO. 98-MED-04-0431
)	
EMPLOYER)	
)	
AND)	
)	
INTERNATIONAL ASSOCIATION OF)	
FIREFIGHTERS, LOCAL 312)	
)	
UNION)	

APPEARANCES

FOR THE EMPLOYER:

John McNally, IV - Assistant Law Director
John O'Neill - Fire Chief

FOR THE UNION:

Dennis Haines - Attorney for the Local 312
Michael A. Durkin - Lieutenant of Youngstown Fire Department
Robert A. Hian - President, Local 312, Youngstown Firefighters

FACT-FINDER:

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INTRODUCTION

The parties have agreed to all issues except for one issue regarding the following clause in the contract between the parties: "Article 24.3, employees shall be permitted to shop for groceries for duty meals while on duty". The employer demands elimination of the above clause from the contract while the employees demand that the clause remain part of the contract.

FINDINGS OF FACT

Early in 1998, the new mayor of the City of Youngstown was a guest on a radio talk show. One of the callers to that talk show reported a confrontation between one of the firefighters and a citizen at a grocery store in Youngstown. At the grocery store in Youngstown was a fire truck and the firefighter was at the grocery store shopping. Although the details of the confrontation were not brought out at the fact-finding conference, the caller disagreed with the practice of having firefighters grocery shop while on duty and using city equipment. After the mayor was confronted with this situation on the radio talk show, the mayor contacted the fire chief and ordered the fire chief to discontinue the practice.

The Mayor believed that such practice did not project a good public image. From the discussions that the Mayor had with the fire chief it was apparent that the Mayor did not understand the history behind Article 24.3 of the Collective Bargaining Contract. The fire chief responded that the city could not unilaterally violate a provision of the Collective Bargaining Contract and the fire chief also responded in writing as to his reasons why this practice should continue, a copy of the correspondence from the fire chief to the Mayor is attached hereto as Union Exhibit "1". Shortly thereafter, the fire department, by and through the assistant fire chief promulgated department policy in a written memorandum, a copy of which is attached hereto as Union Exhibit "3".

A firefighter works 24 hours, has time off, then works another 24 hour shift. The city has never tried to change this. It is a benefit to the city of having firefighters present at the station on a twenty four (24) hour shift. During these twenty four hours, provisions must be made so that a firefighter can sleep and eat without fear of penalty.

It should be noted at this time that although kitchen and dining facilities are provided by the city, the food purchased by the firefighters is food purchased with their own money. The city does not provide food or funds for food.

Over the years, the practice of using fire trucks to shop for groceries for the meals developed. The main reason why this practice developed was safety.

Minimum manning requirements mandate that there should be a minimum of three (3) persons per crew for each truck. For the use of each truck there is one person who can run the pump at a fire and two persons that would go into the building to actually fight the fire. If there is

a reduction in crew size to that of two firefighters, then one person would work the pump at a fire while the other person would go in alone to fight the fire. This would jeopardize not only the firefighter who is fighting the fire but would jeopardize the citizens of Youngstown.

It is fundamental that firefighters must be near their equipment so they can respond to a fire call within moments. By directing one of the firefighters to go grocery shopping and separate that firefighter from the truck and the rest of the crew would cause the crew to drop below minimum manning requirements.

By allowing the crew to go to the grocery store within the City of Youngstown and within each respective fire district, accomplishes safety goals and the fundamental need to eat during the twenty four shift.

Enforcing Article 24.3 under the present policy set forth by the fire chief, requires that these grocery runs be done after returning from a call or after some type of training session. In that way the equipment is not run simply to shop for groceries.

Education of the public and public relations is another valuable by-product of these grocery runs. While a fire truck is parked at a grocery store, part of the crew goes in to shop for groceries while some stay behind with the equipment, (it should be noted that all crew members are in constant radio contact). During this period of time, the fire truck always attracts citizen shoppers, both young and old, who talk with the firefighters regarding fire safety related issues. The informal contact with the public provided an important public relations mechanism. It personalizes the firefighters and the citizens and promotes discussions on safety related issues.

In the alternative, the firefighters could be required to bring food prior to the shift from home. It could also be required that food be delivered to them by their spouses or some friends prior to the shift or during the shift. This procedure would eliminate any safety concerns since the firefighters would not have any reason to be separated from the station and their equipment. However, the educational and public relations aspect of these grocery shopping runs would be eliminated. If this procedure was used and the contract provision was eliminated, much of the shopping for groceries would probably be done outside the City of Youngstown. As it was noted, all of these grocery runs must be done within the City of Youngstown and, when possible, within the specific fire district. A substantial portion (approximately 25%) of the firefighters are non-residents of the City of Youngstown. If they had to purchase their own food for their shifts, much of the shopping would be done outside of the city limits. As shown by Exhibit "UX2 attached hereto, over \$30,000.00 is spent each year by the firefighters in grocery shopping. This would be a marked loss for city merchants.

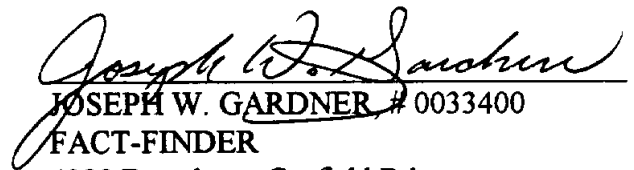
Every major metropolitan area in the state permits this practice, (see copies of letters from some of the jurisdictions). Furthermore, in the vast majority of major fire departments, nationwide, this practice is permitted.

As an observation, the undersigned, before receiving the appointment as a fact-finder for this issue and simply acting as a citizen, assumed from media and newspaper accounts that the firefighters were simply squandering city time and city money by using fire trucks to do their own personal grocery shopping. It is not known whether this assumption came from casual listening or reading without investigating thoroughly or whether the assumption was from being conditioned from reports of scandals each day on a national, state and local level. The undersigned presumed and assumed the worst. The undersigned re-learned that one should reserve judgment on an issue until all of the facts are heard and both sides state their positions.

The undersigned finds that this contract provision and past practice of shopping for duty meals is beneficial not only to the firefighters but to the community at large. The benefits are not only financial but promotes safety concerns and, when handled properly by firefighting personnel, promotes good public relations.

RECOMMENDATION

It is recommended that the language in the contract as set forth in Article 24.3 remain the same.


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