

STATE EMPLOYMENT RELATIONS BOARD
STATE EMPLOYMENT RELATIONS BOARD

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IN RE:

City of Marysville	:	
Employer	:	SERB CASE NO.
	:	00-MED-08-0809
and	:	
	:	
INTERNATIONAL ASSOCIATION	:	
OF FIRE FIGHTERS, LOCAL 3032	:	FACT FINDER
Employee Organization	:	RONALD H. JANETZKE
	:	

FACT FINDER'S REPORT AND RECOMMENDATION

APPEARANCES

FOR THE EMPLOYEE ORGANIZATION:

Henry A. Arnett, General Counsel Ohio IAFF
Keith Watson, President IAFF, Local 3032
Ron Masters, Negotiating Team
Ed Scheiderer, Negotiating Team
Tim Merrick, Negotiating Team

FOR THE CITY OF MARYSVILLE

Robert A. Schaumleffel, Jr., Director of Administration
John Morehart, Director of Finance
Gary R. Johnson, Fire Chief

INTRODUCTION

Parties: The parties to this proceeding are the City of Marysville (a public employer) and International Association of Fire Fighters, Local 3032 (an employee organization) as defined in O.R.C., Section 4117.01(B) and 4117.01(D), and involves a bargaining unit of public employees as defined in ORC, Section 4117.01(C). The bargaining unit consists of all full-time firefighters and lieutenants, which presently numbers twenty-five (25) employees. The bargaining unit is a SERB-certified unit.

JURISDICTION

The City of Marysville has a population of at least 15,500 and is subject to the jurisdiction of the State Employment Relations Board pursuant to ORC Chapter 4117.

STATEMENT OF FACT FINDER APPOINTMENT

On November 15, 2000, the Undersigned was appointed as a fact finder by the State Employment Relations Board pursuant to ORC Section 4117.14(C)(3) and Rule 4117-9-05(D). The parties, in writing, by mutual agreement, extended the fact-finding period pursuant to ORC 4117.14(C)(5) to January 1, 2001.

HEARING

A closed hearing was held on Wednesday, December 13, 2000, in the Marysville City Hall from 9:00 a.m. to 3:30 p.m. No stenographer was present. All parties were represented as shown in the Appearance portion of this report. The parties are to be commended on their professional conduct during the fact-finding hearing, their treatment of each other and the Fact Finder.

BACKGROUND

The International Association of Firefighters and its Local 3032 has been the bargaining agent for a unit of all full-time firefighters and lieutenants since the mid-1980's. The parties have since entered into a series of collective bargaining agreements. The duration of the last contract was December 16, 1997 to December 15, 2000, i.e., a three (3) year contract. Prior to fact-finding, there were a number of bargaining sessions and one SERB-conducted mediation session. Mediation at the time of fact-finding was unsuccessful. During negotiations, a number of issues having cost implications were resolved. However, five (5) basic economic issues remain. These are Health Insurance, Incentive Pay, Uniform Allowance, Wages and Pension Pickup. A secondary Incentive Pay issue involves the creation of a new incentive pay position/classification as well as the incentive rate for that position. All other issue differences not resolved during negotiations were resolved during the fact-finding hearing.

The primary differences between the parties revolve on economic considerations. Stated somewhat differently, the parties are in agreement that there are economic concerns that need to be resolved. They differ on how and when to solve the economic problems facing the City and in particular the fire department bargaining unit.

The issues submitted to the Fact-Finder will be dealt with in their contractual order which is the order in which the Parties made their presentation during the fact-finding hearing.

ISSUES

Issue 1, Article 27, Insurance, Section 1 – Medical

Current Contract

The Parties' current health insurance provision provides for a prescription deductible of seven dollars (\$7.00) or as available in the managed care plan. Although the City did not deal with the deductible figure in its written presentation, the Parties are in agreement to increase the seven dollar (\$7.00) figure to ten dollars (\$10.00) and to maintain the "as available in the managed care plan" language. Neither party seeks to change the extent of dental or managed care coverage in any other manner. Under the current contract, the parties share equally (50/50) any premium increases in the dental or managed care plan during the term of the contract. The Union would change this cost split. Neither party seeks any other substantial change in Article 27, Section 1 Medical, of the current contract except for the premium costs for single and family coverage in the years 2001-2003. Year 2002 and 2003 premiums can not now be calculated. The City has projected the year 2001 premium increase at five point seven percent (5.7%). A 50/50 split would result in a two point eight five percent (2.85%) increase for each.

Union Position

The present 50/50 premium increase cost sharing for the Employee and the City, respectively, should be changed to a 20/80 basis, i.e., twenty percent (20%) of premium increase cost shall be born by the employee and eighty percent (80%) shall be the City's share of the premium increase. The Union would make slight changes in the current contract language.

City Position

The City would retain the current contractual language (a 50/50 split of premium increases), except for changes to be made to reflect the year 2001 costs.

Discussion/Rationale

While it was once a given that health benefits would be provided at no cost, the trend for city workers is to require them to contribute more toward their insurance premiums. With more frequency, the question, as here, is not whether the City employee will assume some of the cost, but how much. The trend in city and public employee collective bargaining is not toward the employee paying less of premium increase (as the Union proposes) but toward paying more. The escalating healthcare costs of the late 80's and early 90's (about three (3) times faster than other costs) which has again in recent years been prevalent, has made it difficult for cities to project and control expenses and caused their demand that employees share some of the burden of the expected increase costs.

The issue obviously is how shall premium increases for dental and managed care coverage be allocated during the three (3) year contract term. The Fact Finder was presented with no facts that would warrant a change in the current contract's fifty-fifty (50/50) allocation of premium increases in dental and managed care coverage during the three-year term of the contract, i.e., years 2001-2003. The City points out that the 2001 increases are projected to be modest. Most employees, twenty-one (21) of twenty-five unit employees, have full coverage (dental and medical); two (2) employees have no coverage, and four (4) employees have various other combinations of coverages. Taking the City's year 2001 projected premium increase of five point seven percent (5.7%) or two point eight five percent (2.85%) for each, the costs to both parties is modest. The 50/50% split of the current contract which the City proposes be kept, will cost those twenty-one (21) employees with full coverage approximately an additional \$21.00 per year over what their cost would be under a 20/80% split. The total year 2001 cost to the same employees under the 50/50% split is about \$35.00 for year 2001. These figures offer no justification for abandoning the current contract's 50/50% split of premium increases. All Parties and this Fact Finder recognize from past experience that predicting health care cost increases into the future (years 2002 and 2003) is an impossible task. A fifty-fifty (50/50) split of those potential costs is not unreasonable and has been acceptable to the Parties in the past. Further, sharing the cost of health care premiums should encourage the Parties to work together to find means to control their cost.

Fact-Finders Decision/Recommendation

Based upon the Parties' position, evidence and arguments presented including the history of collective bargaining (current contract), this Fact Finder recommends the following language for Article 27, Section 1. Medical.

The City agrees to make available to employees a managed care medical insurance program with coverage consistent with those coverages currently in effect. Said coverage shall have the deductible and coinsurance requirements as in effect for the above-described program. Deductibles for the prescriptions shall be ten dollars (\$10.00) or as available in the managed care plan. The employee may elect to enroll in either the managed care plan or the dental plan or both. The Employee and City allocation of the premium's cost for the managed care plan and the dental plan for the year 2000 continue in effect until a premium increase, if any, takes effect. Premium increases, if any, for years 2001-2003 shall be shared on a fifty-fifth (50/50) basis by the Employee and the City respectively. Should the Congress of the United States adopt healthcare legislation during the term of this agreement, the parties agree to meet to discuss implementation and conformance to the required Federal Health Care legislation.

Issue 2, Article 29, A-D, Incentive Pay

Union Position

The Employee Organization would increase current incentive pay and create new incentive pay classifications. The Union presented specific contractual language.

City Position

The City is in agreement to a lesser increase for current incentive pay classifications and to the creation of some new classifications. The City is not in agreement to creation of a Training Coordinator incentive pay position. The City presents no specific contractual language.

Discussion/Rationale

The Parties' differences, which are not substantial, can best be seen by the chart set forth below.

Position Title	Number of Employees	Current Incentive	City Proposal	Union Proposal
A. Paramedic	10-13	\$90.00 per pay period	\$95.00 per pay period	Per Pay Period 2001-\$95.00 2002-\$100.00 2003-\$105.00
B. Fire Safety Inspector (permanently assigned)	2	\$35.00 per pay period	\$95.00 per pay period	Per Pay Period 2001-\$95.00 2002-\$100.00 2003-\$105.00 ¹
C. Line Firefighters certified as inspectors	3	New Position	\$35.00 per pay period	\$35.00 per pay period
D. Fire/EMS Instructor ²	8	\$35.00 per pay period	2001-\$45.00 2002-\$50.00 2003-\$55.00 per pay period	Per Pay Period 2001-\$45.00 2002-\$50.00 2003-\$55.00
E. EMS Coordinator	1	New Position	\$35.00 per pay period	\$75.00 per pay period

¹ At the fact-finding hearing, the Union corrected certain typographical errors in its written submission. This discussion reflects those corrections.

² This is the former Fire Service Instructor position. The duties have been broadened to include EMD instructor duties.

F. Maintenance Coordinator ³	1	New Position	\$35.00 per pay period	\$75.00 per pay period
G. Training Coordinator	1	New Position proposed by Union and objected to by the City	\$-0-	\$75.00 per pay period

While some of the parties' differences need to be addressed individually, other differences/issues can be addressed in a broader discussion. Thus, the Fact Finder will address the issue over the creation of a Training Coordinator position first. The City points out that firefighters have free downtime while on duty at the station. Some of those employees, in order to keep busy at something they consider productive, will assist in duties they are not required or mandated to perform and duties which they could refuse to perform without fear of disciplinary action. Training Coordinator is one of those positions. The City points out that training coordinator functions are expected to be performed by non-unit management personnel and, if it is required to create the position of Training Coordinator, it will no longer allow, the unit employee who desires to perform these additional duties, to assist management personnel in performing these functions. The Union agreed that the unit employee performing these duties does so on a volunteer basis but feels an employee should be compensated for those duties.

The Fact Finder concludes the City is sincere and justified in its position that bargaining unit employees will not be allowed to assist in training coordination functions if it is forced to create a Training Coordinator position. This is obviously not the time to force this issue upon the City, and the Union can address this question during another contract negotiation if a Training Coordinator position is fully operational and functioning.

The parties are in agreement concerning the identity of all other incentive positions. They are in agreement as to many of the incentive amounts including yearly increases. As to annual increases, the Fact Finder sees in the current contract a policy of yearly five-dollar per pay period increases for each incentive position. The City advanced no reason to depart from this historical pattern, especially since the Parties have agreed to continue that pattern in some instances and specifically agreed to abandon that pattern in only one instance. In those cases where the Union and City are far apart, the Fact Finder has adopted the City starting incentive rate for a new classification in applying the yearly five dollar progression of past contracts.

Fact Finder's Recommendation/Rationale

The Fact Finder recommends the following rate structure for incentive pay per pay period.

³ This position is sometimes known as Maintenance Officer. The preferred name appears to be Maintenance Coordinator and is the title this Fact Finder will use.

Position Title	Rate
A. Paramedic	2001 - \$95.00 2002 - \$100.00 2003 - \$105.00
B. Fire Safety Inspector	2001 - \$95.00 2002 - \$100.00 2003 - \$105.00
C. Line Firefighter certified as inspector	\$35.00 for the contract's term ⁴
D. Fire/EMS Instructor	2001-\$45.00 2002-\$50.00 2003-\$55.00
E. EMS Coordinator	2001-\$35.00 2002-\$40.00 2003-\$45.00
F. Maintenance Coordinator	2001-\$35.00 2002-\$40.00 2003-\$45.00

The above diagram is set forth for the Parties' ease of seeing the progression pattern/standard recommended by the Fact Finder. Set forth below is the specific contractual language recommended.

Article 29 – Incentive Pay

A. PARAMEDIC INCENTIVE

Employees who hold a valid State of Ohio Emergency Medical Technician – Paramedic Certificate shall receive at each pay period a payment of \$95 for year 2001, \$100 for year 2002, and \$105 for year 2003.

B. FIRE SAFETY INSPECTOR

Employees holding a valid State of Ohio Fire Safety Inspector's Certificate and permanently assigned to the duties of Fire Safety Inspector shall receive a payment at each pay period of \$95 for year 2001, \$100 for year 2002, and \$105 for year 2003. There will be no pyramiding of certificates for employees permanently assigned to the Fire Prevention Bureau. The Fire Prevention Bureau Lieutenant will certify no more than three line firefighters holding a valid Fire Safety Inspector certificate to perform said duties on an annual basis. Such certification will be submitted to the Fire Chief for final approval. These individuals shall receive a payment of \$35 per pay for the term of this contract.

⁴ This deviation conforms to the Parties' agreement, which was supported by the job duties described.

These individuals shall periodically perform inspection and/or fire prevention bureau activities under the supervision of the Prevention Lieutenant.

C. FIRE/EMS INSTRUCTOR

Employees holding a valid Fire and/or EMS Instructor's Certificate and assigned to the duties of instructor shall receive at each pay period a payment of \$45 for year 2001, \$50 for year 2002, and \$55 for year 2003.

D. EMS AND MAINTENANCE COORDINATORS

Employees assigned by the Fire Chief to act in the position of EMS Coordinator and Maintenance Coordinator shall receive at each pay period a payment of \$35.00 for year 2001, \$40.00 for year 2002, and \$55.00 for year 2003.

Issue 3, Article 32, Section 1 - Uniform Allowance

Background

The recently-expired contract had a complicated uniform allowance cash payment system which required, in part, that unit employees keep receipts and the City to process those receipts and maintain accounting records. The parties saw the need to revamp the system in order to make it less complicated and to meet the City's goal of upgrading the image of the Fire Department and its employees. Although the Parties' pre-hearing submissions showed some minor differences, those were resolved at the hearing and only one (1) issue remains.

Union Position

The Union proposes that each employee be paid two hundred and fifty dollars (\$250.00) per year for maintenance of the City-issued uniforms and the purchase of incidentals.

City Position

The City maintains there is no need to pay unit employees \$250.00 per year as the City will provide all clothing needed and will replace all articles which are not in serviceable condition.

Discussion/Rationale

This monetary issue is not of substantial economic impact upon either the unit employees or the City, i.e., \$250.00 per year (\$.68 per day) upon the employee and \$6,250.00 per year (\$17.12 per day) upon the City. The Union presented what costs it envisioned in the terms "maintenance of uniform and the purchase of incidentals." The City successfully countered each Union argument. For example, the Union cited the need to clean

uniforms soiled in the line of duty. The City pointed out the unit employees were required to maintain a clean change of clothes at the fire station where the City also provides a free laundry room complete with a washer and dryer. Finally, the Union failed to show the City should be responsible to provide unit employees with funds to purchase incidentals of a personal nature not required by the nature of the Fire Department operations.

Fact Finder's Decision/Recommendation

The Fact Finder concludes the Union failed to justify the \$250.00 maintenance and incidental purchase payment it requests. The Fact Finder recommends the following language for Article 32, Section 1, Uniform Allowance. This language is from the Union's proposed language as the City presented no specific language. The language incorporates the minor position adjustments made at the hearing minus the Union's proposed \$250.00 per year payment provision. Except for the \$250.00 per year payment provision, the language reflects the agreement of the Parties.

Article 32, UNIFORM ALLOWANCE

SECTION 1, UNIFORM ALLOWANCE

The City shall assume the cost of furnishing new employees with a complete new uniform for the first year's service. This will include: Dress Uniform: jacket, pants, long and short sleeve shirt, hat, tie, shirt and hat badges, overcoat. Duty Uniform: five (5) shirts, five (5) pants, three (3) T-shirts, one (1) job shirt, one (1) jacket, and shoes/boots. All officers and all firefighters will be required to maintain this issue and have items replaced when worn or damaged. All current firefighters will be issued the "first year's issue," minus shoes/boots in the year 2001. After all current employees receive this issue, they will be required to maintain these articles in serviceable condition. Articles that are damaged or worn will be replaced or repaired by the City, provided the damage is not the result of the member's intentional abuse or negligence. When any item reaches the end of its useful life, or is damaged, it will be replaced by the City when turned in to the fire chief or his designee, who shall have the sole discretion in determining if replacement is necessary.

The City shall pay for initial changes of uniform resulting from promotion. Following satisfactory completion of an employee's probationary period, articles of clothing shall become the property of the employee. Equipment articles, if furnished by the City, shall remain the property of the City and shall be returned to the City upon resignation, discharge or retirement in the same condition as when received, less normal wear and tear. Shirts and pants issued in the same year that an employee resigns, is discharged, or retires shall also be returned to the City. The employee shall replace equipment articles lost or stolen through negligence. Equipment articles needing repair or replacement due to job-related wear and tear shall be repaired or replaced by the City. The City will replace clothing damaged or destroyed in the line of duty. When the City mandates uniform changes, the City shall pay for the change.

Issue 4, Article 34, Section 1 and 2 – Wages/Pension Pickup

Current Contract

The current contract provides pay rates as follows:

1. For Firefighters and Lieutenants
2. Fifty-six (56) and forty (40) hour employees
3. Firefighters – Five (5) step progression
4. Lieutenants – Two (2) step progression
5. Hourly rates that differ for fifty-six (56) and forty (40) hour employees.
6. An annual rate.

Hourly rates are determined by dividing the annual wages by the sum of the weekly hours worked times fifty-two (52) (weeks in a year).

The product is then rounded to the nearest cent. Neither party seeks to change this system. The annual salary ranges currently are:

Firefighters: \$29,201.57 - \$35,208.24
 Lieutenants: \$36,693.06 - \$38,560.34

Union Position

Firefighters		
Year	Percent Increase	Range
2001	20%	\$29,201.47-\$36,715.56
2002	5%	\$29,201.47-\$44,362.38
2003	5%	\$29,201.47-\$46,580.50
Total	\$30%	

Lieutenants		
Year	Percent Increase	Range
2001	20.5%	\$44,362.38-\$46,474.88
2002	5%	\$46,580.50-\$48,798.62
2003	5%	\$48,909.53-\$51,238.55
Total	\$30.5%	

The Union maintains this very substantial increase is justified for the reasons set forth under Discussion/Rationale below.

City Position

Firefighters		
Year	Percent Increase ⁵	Range
2001	10.42%	\$29,201-\$38,875
2002	9.43%	\$29,201-\$42,542
2003	8.62%	\$29,201-\$46,208
Total	\$28.47%	

Lieutenants		
Year	Percent Increase	Range
2001	12.16%	\$40,360-\$43,250
2002	8.20%	\$44,026-\$46,796
2003	8.62%	\$47,693-\$50,928
Total	\$28.98%	

Discussion/Rationale

The city, in its pre-hearing submission statement, phrased the question in this case very well and is quoted below:

Article 34 - Wages

The City of Marysville desires to offer a competitive wage package for all employees. The wage comparables used in the proposed I.A.F.A. 2001-2003 contract are more indicative of what is offered by Central Ohio communities. Up until this year, the City utilized other comparables that were not necessarily linked to Central Ohio. The comparables used for the 2001-2003 contract are the City of Delaware, Jackson Township, Norwich Township, City of Upper Arlington, Washington Township, City of Westerville and City of Worthington. The objective is to begin the process of reducing the spread between the current city salaries and the comparables, with the understanding the City of Marysville wage structure may never equal dollar for dollar what is offered by the comparable cities due to the difference in tax dollars available to Marysville compared to the comparable cities. However, the City of Marysville realizes the importance in providing a competitive and fair wage to attract and retain good employees, and is willing to close the salary gap as much as possible beginning with this

⁵ The Parties are in agreement to continue the Step A current contractual rate throughout the proposed three (3) year contract.

new contract...the City...[is] attempting to adjust the salary structure to be more competitive and thus be in a better position to attract and retain good employees.

This statement by the City, which is basically endorsed by the Union, states clearly the goal the parties would reach, the reason or justification for those goals, and the factors to be considered. However, as is often the situation, such general agreement breaks down how best to apply the relevant factors and the timing of the resulting changes. It was encouraging to witness the cooperative effort to solve the Parties' contractual problems. It was unfortunate that, working together, they were unable to come up with a solution to the difficult task of wages. It is obvious from the Parties' submissions that the Union wants a front end or first year load to the wages' catch up program. The City would spread the catch up over the three (3) years of the contract with a reduced total percentage increase and continue consideration of the catch up factor in the next or later contracts.

The parties are in agreement that the hire rate (Step A) shall remain, during the three (3) year term of the contract, at the year 2000 rate, i.e., \$29,201.45. There are currently three (3) unit employees at Step A. These three (3) employees will move to Step B on their annual anniversary date. Thus they will receive no wage increase until promoted to Step B. While this situation will no doubt result in a net loss of compensation because of fringe benefit changes and reductions and inflation (about 3.5% in 2000), the Fact Finder feels obligated to recommend in this report the position of the Parties.

In making the more difficult decision and recommendations as to wages and pensions pickup, the Fact Finder considered the following factors or absence of these factors:

1. Comparables jurisdictions: Wages, service area, population, unit number, high and low annual wage, average high and low annual wage, the number of runs comparison percentages and the current spread between Firefighter and Lieutenant.
2. Projected growth of Marysville and surrounding service area.
3. Revenue sources of the City, including income tax, contracts with areas serviced outside Marysville and levies.
4. Projected costs, including debt service, capital expense projections, unit fringe benefit costs, the 2000 budget, and costing projections
5. The concerns and positions of the Parties

While city budgeting imbalances among Ohio cities are basically a thing of the past, increased employee costs, some fiscal uncertainty and, in this case, the way the City now analyses its finances and approaches (with a new approach) its fiscal management obviously had a profound impact on the contract negotiations.

The voluminous detailed budgetary data and the different cost projections and approaches present a complex decision to the Fact Finder. Budget projections, while helpful, do not provide a basis for a rational decision or recommendation. In many cases, as in this situation, it is not basically a question if the higher wage increases requested by the Union can be afforded but rather to spend money in areas other than employee salaries or in reserves for a unforeseen expense or cost. It is obvious in this case that the priorities of the Parties dictated and controlled their perception and arguments on ability to pay in the first year. Thus, there were differing positions and arguments for gauging and assessing the City's ability to pay.

While encouraged to do so, neither Party costed the total economic package of direct, conditional and causal/related costs. The Union did calculate and present a disputed direct costs on wage proposals as it applies to employee salaries and some fringe benefits.

In making the recommendations set forth below, the Fact Finder gave the most weight to the following factors. They are: 1) The City does have the finances to grant wages increases of 30% over the contract's three (3) year term especially in view of its capital budget, reserves and income from services it provides to surrounding townships. 2) The front-end load the Union proposes is too high and needs to be shifted to the second and third year. 3) The spread between Lieutenants and Firefighters should be more closely yoked to maintain the current spread or difference.

Fact Finder's Decision and Recommendation

Based upon the facts and rationale set forth above, the Fact Finder makes the following recommendation concerning wages:

Lieutenants	
Year	Percentage Increase
2001	15% annually in all steps
2002	6% annually in all steps
2003	8.5% annually in all steps

Firefighters	
Year	Percentage Increase
2001	17% annually in all steps except Step A
2002	7% annually in all steps except Step A
2003	6% annually in all steps except Step A

Step A is to remain at the year 2001 annual and hourly rates for the term of the contract, i.e., \$29,201.47 annually.

In computing the annual gross and hourly wages (the various steps), it is recommended that the following formula be used.

Annual

2001 Recommended percent increases X the prior year's annual/gross income amount = additional annual gross income.

Prior year's annual/gross amount + additional gross income = new annual gross income.

Steps

Total Weekly Hours X 52 = Total yearly hours
Total Yearly Hours into new annual gross income = Step (hourly wage).

Repeat this computation for each of the current contractual steps for the year 2001, 2002 and 2003, except for Step A for Firefighters. For Step A of Firefighters, enter the amounts shown in the current contract in year 2001, 2002 and 2003. A specific example for Firefighters Step E, 56 and 40 hour employees, is set forth below.

$\$35,208.24 \times .017 (17\%) = \$5,985.40$
 $\$35,208.24 + \$5,985.40 = \$41,193.64$

Annual income Firefighters, Step E equals \$41,193.64.

$56 \times 52 = 2912$
 $2912 \text{ into } \$41,193.64 = \$14.15 \text{ Step E } 56 \text{ hours}$

$40 \times 52 = 2080$
 $2080 \text{ into } \$41,193.64 = \$19.81 \text{ Step E } 40 \text{ hours}$

Issue 5, Article 34, Section 2 –Pension Pickup

Current Contract

Under the current contract, the City picks up 7.75% of the employee's pension contribution. This leaves the unit employee to pay 2.25%.

Union Position

Increase the City contribution from 7.75% to 10% during all three (3) years of the contract.

City Position

Maintain the current contract of 7.75% City pension pickup for term of the contract.

Discussion and Rationale

Documents submitted show that four (4) of the seven (7) comparable jurisdictions used by the Parties have a ten percent (10%) pickup for its employees' pension contribution. The Fact Finder notes pension pickup is a trend in public employment. Data presented reveals the additional pickup will cost the City an average of nine hundred dollars (\$900.00) over the three (3) years of the contract. The fringe benefit cutbacks, that will appear in the new contract, the funds available to the City to pay the additional 2.25%, and the trend in public employment, were considered in the context of the very substantial wage increase recommended the first year (2001) of the contract. Thus the Fact Finder recommends the ten percent (10%) pension pickup not become effective until the year 2003 (the third year of the contract).

Fact-Finder Decision/Recommendation

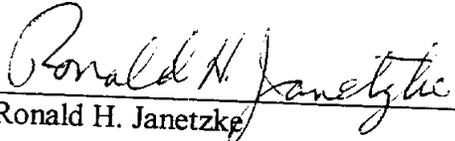
The following language is recommended.

Section 2 – Pension Pickup

Each bargaining unit employee shall receive a total of seven and seventy-five hundredths percent (7.75%) pension pickup in years 2001 and 2002, and a total of ten percent (10%) in year 2003.

Respectfully submitted

FACT FINDER



Ronald H. Janetzke

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above Fact Finder Report and Recommendation was served on December 20, 2000, upon the parties listed in the manner shown.

Original, Regular Mail

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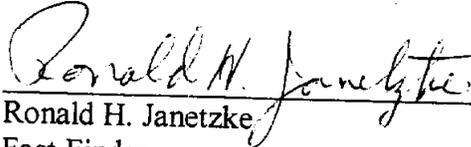
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December 20, 2000



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