



State
Employment
Relations
Board



65 East State Street, 12th Floor
Columbus, Ohio 43215-4213
Phone: (614) 644-8573
FAX: (614) 466-3074

September 5, 2002

Mr. Henry A. Arnett
280 North High Street - Suite 1410
Columbus, OH 43215

Mr. Edward Kim
DOWNES, HURST & FISHEL
400 South Fifth Street - Suite 200
Columbus, OH 43215

RE: Case No(s). 02-MED-01-0080
Bloom Township Fire Fighters, IAFF Local
3465 and Bloom Township Trustees

Dear Messrs. Arnett and Kim:

The fact-finding report in the referenced case was issued on August 21, 2002.

On August 29, 2002, the Bloom Township Trustees hand delivered to the SERB certification of the results of its vote on the fact-finding report. Bloom Township Trustees voted to accept the report.

The fact-finding report is deemed accepted by the Bloom Township Fire Fighters, IAFF Local 3465 in that it has not voted upon the report or has failed to communicate the vote to the SERB in accordance with Ohio Administrative Code Rule 4117-9-05(M).

I provide this notice as an administrative function of the Bureau of Mediation. The notice does not represent a Board determination. That decision may be sought through the unfair labor practice proceedings of Section 4117.11 of the Ohio Revised Code or the motion procedures outlined in Ohio Administrative Code Rule 4117-1-04.

Sincerely,

Dale A. Zimmer
Administrator, Bureau of Mediation

DAZ:mer
02-0080/106j

cc: Ed Turner
Marcus Hart Sandver

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STATE EMPLOYMENT
RELATIONS BOARD

2002 AUG 21 P 3 16

Fact-finding Report and Recommendations
In the matter of Fact-finding between
Bloom Township Trustees
and
Bloom Township Firefighters IAFF Local 3465

SERB Case No: 02-MED-01-0080

MARCUS HART SANDVER, Ph.D.
FACTFINDER

Representing the Employer:

Mr. Edward Kim
Downes, Hurst, and Fishel
Columbus, OH

Representing the Union

Mr. Henry Arnett
Livorno and Arnett
Columbus, OH

Hearing Date: August 7, 2002

Report Issued: August 21, 2002

I. Background

This case arises out of a collective bargaining dispute between Bloom Township Trustees (the employer) and the Bloom Township Firefighters IAFF 3465 (the union). The parties met several times to resolve their dispute through negotiations including the dates March 21, April 2 and May 16, 2002. The parties resolved several issues in negotiations but were unable to resolve them all. In March of 2002 Marcus Hart Sandver was chosen by mutual agreement of the parties to serve as Fact finder to the dispute. The hearing was scheduled for August 7, 2002.

II. The Hearing

The hearing was convened by the Factfinder at 9:30 a.m. on August 7, 2002 in the Bloom Township Trustee Hall in Lithopolis, Ohio. The parties were informed by the Factfinder that the hearing would be conducted, and that the recommendations would be issued, in accordance with the rules for Fact-finding as found in O.R.C. 4117.14 and associated administrative rules as promulgated by the Ohio State Employment Relations Board. In attendance at the hearing were:

For the Union:

1. Henry Arnett Chief Spokesperson and Attorney
2. Greg Wells Bloom Township Firefighters Vice President
3. Thomas Williams Bloom Township Firefighters Secretary
4. Jeff Cotner Bloom Township Firefighters President

For the Employer:

1. Edward Kim Chief Spokesperson and Attorney
2. L.C. Coyle Bloom Township Trustee
3. Joseph Smith Bloom Township Trustee
4. Dawn Morris Bloom Township Clerk

5. Terry Gill Bloom Township Fire Chief

The parties were asked to submit exhibits into the record. The following were submitted by the union:

1. Union Exhibit 1 Firefighter/Paramedic wage scales for eleven Central Ohio Townships
2. Union Exhibit 2 Bloom Township Resignations. November 1999-February 2002
3. Union Exhibit 3 Newspaper article from The Times. July 17, 2002
4. Union Exhibit 4 Lithopolis Project Fiscal Impacts. Developed by Dominion Homes
5. Union Exhibit 5 Newspaper article from The Columbus Dispatch. February 6, 2002
6. Union Exhibit 6 Bloom Township General Fund Cash Balances and Revenues. 1998-2002
7. Union Exhibit 7 Bloom Township Fire District Fund Cash Balances and Revenues. 1998-2002
8. Union Exhibit 8 Pension Pick-up for eleven Central Ohio townships
9. Union Exhibit 9 Monthly Insurance Contribution Levels Among Comparable Fire Departments
10. Union Exhibit 10 Insurance Premiums for Bloom Township Employees
11. Union Exhibit 11 Bloom Township Firefighters Insurance Premiums
12. Union Exhibit 12 Position Statement Article 27 Insurance
13. Union Exhibit 13 Union Prehearing Brief. Dated August 6, 2002

The following were submitted as employer exhibits:

1. Employer Exhibit 1 Employer's Pre-Hearing Brief dated August 5, 2002
2. Employer Exhibit 2 Notebook with 15 tabs

III. The Issues

1. Issue One. Article 23. Wages

A. Union Position

The union position on this issue is a wage increase of 5 per cent for each year of the contract retroactive to April 30 of 2002 (section 23.1 of the agreement). The union is also requesting a change in section 23.2 of the agreement such that longevity increases be timed to the first full pay period following the firefighters anniversary date of employment. The union is requesting a \$600 paramedic incentive which would become section 23.4 of article 23. The union is requesting that a section 23.5 be added to article 23 providing for overtime after 53 hours of work. Finally, the union is requesting that the calculation of overtime pay should include longevity and paramedic incentive in computing the overtime pay rate.

B. Employer Position

The employer position is to provide for no pay raise in 2002, for a 4 per cent raise January 1, 2003 and a 4 per cent raise on January 1, 2004.

C. Discussion

In support of its position the union submitted union exhibit 1. The employer's comparability data are in tab 3 of the loose-leaf notebook. The employer also has extensive budget data for Bloom Township behind tab 3 of the loose-leaf materials as well.

In addition to the written materials the union had one witness, Jeff Cotner the IAFF Local 3465 President, testify in its behalf. The employer had two witnesses testify: Dawn Morris, Township Clerk and Terry Gill, Township Fire Chief.

In looking over the comparability salary data it is clear that the Bloom Township firefighters are below most of the other townships in the Central Ohio region. The data submitted by the union

show Bloom Township to be 10th out of 11 townships used for comparison in terms of starting wage rate; only Scioto Township in Pickaway County is lower. The Employer data show Bloom Township to be 6th in starting wage rates out of a group of 9 Central Ohio Townships. For the top wage, the union data shows Bloom Township to be 10th out of 11 on top firefighter/medic pay. The employer data show Bloom Township to be 7th out of 9 Townships in terms of top firefighter pay. The union data also shows that all but 3 of the 11 townships provide for a paramedic incentive pay; the range seems to be from \$600 in Violet Township to \$2,800 in Madison Township.

The testimony showed some disagreement between representatives of the parties. In his testimony, Mr. Cotner's expressed his view that the budget of the township could easily fund a 5% raise over the next three years. Mr. Cotner testified that the Chief uses a 5% wage raise as a parameter in his budget planning. In her testimony, Ms. Morris stated that she uses a 3% revenue increase parameter in her budget planning for the township. The Chief in his testimony pointed out to the fact finder that due to staff shortages he had to spend more than \$20,000 in unanticipated overtime in 2001 and that he would spend double that in 2002.

In looking over all the data and the testimony, there is no question in my mind that a substantial wage raise is justified in the firefighters at Bloom Township. At the same time, financial concerns cannot be overlooked. With these two considerations in mind, I am recommending a small raise in 2002 (1%) and a larger raise of 4% on January 1, 2003, and a 5% on January 1, 2004. As far as the other issues raised by the Union in Article 23, I feel they are all justified with the exception of the 53-hour week. The contract in Article 23 clearly states that the work week is 56 hours. I understand that the FLSA requires overtime after 53 hours, but the 56 hour week appears to be well established at Bloom Township. I do agree with the union that the overtime pay rate should include paramedic incentive, longevity, and pension pick up. The comparability data provided by the union

and the employer show that most townships provide for a paramedic incentive and I feel Bloom Township should provide for this as well. The relatively modest one percent raise in 2002 that will be paid for only 7 months out of this years budget should help the Township’s finances in the 2002 budget year. The 4 percent in 2003 and the 5 percent in 2004 can be planned for well in advance.

D. Recommendation

Article 23.1 The wage raise shall be:

- Effective May 1, 2002 1%
- Effective January 1, 2003 4%
- Effective January 1, 2004 5%

Article 23.2 The language in 23.2 should be changed to provide for the longevity step to be timed to the anniversary date of the individual firefighters employment with the township.

Article 23.4 New language should be provided for a \$600 per year paramedic incentive retroactive to May 1, 2002.

Article 23.5 The calculation of overtime pay should assume the 56 hour week.

Article 23.6 The computation of the overtime pay rate should include paramedic pay, longevity pay and pension pick up in the determination.

2. Issue 2 Article 24 Pension Pick Up

A. Union Position

The union position on this issue is to increase the pension pick up from 2 ½ percent in Step 3 and 5 percent at Step 4 to 5 percent at Step 3 and 10% at Step 4.

B. Employer Position

The employer position on this issue is to leave the pension pickup in Article 24 unchanged.

C. Discussion

In support of its position, the union submitted exhibit #8. This exhibit shows the pension pickup for the 11 townships in Central Ohio. The data shows that the 5% pickup in Bloom Township is about at the middle of the group. The employer's comparability data (Tab 5) show that three townships pay no pension pickup and that two others have pickups lower than Bloom's. In short, the data regarding the pension pickup are not conclusive that an increase is needed at Bloom Township. The employer's argument that this is a high cost item in the personnel budget is well founded.

D. Recommendation

That Article 24 be unchanged.

3. Issue Three Article 27. Insurance

A. Union Position

The union position on this issue is that the current provisions of Article 27 be unchanged. Presently, employees pay \$10 per month for single coverage and \$20 per month for family coverage.

B. Employer Position

The employer position on this issue is to change the family coverage premium to 20 percent of the difference in cost between the single person coverage and family coverage. Single person coverage would be provided at no cost to the employee.

C. Discussion

Health care costs are a major factor in almost every employer's budget. It is rare in these times to find a work group where the employees don't pay anything for health insurance. The question is not whether or not employees will share in the premium; the question is "how much". In looking over the employer's and union's comparability data it appears that family employee coverage

is in the range of \$400-\$500 more per month than single coverage. Only 2 of the 13 persons in the bargaining unit have single coverage, the rest have family coverage. Under the employer's proposal, the 20% share of the family premium differential to be paid by the employee would be in the range of \$80-\$100 per month. This premium share would put Bloom Township at the top of the comparability group in terms of employee monthly outlay for family coverage. Currently the premium is \$20 per month for family coverage and \$10 per month for single coverage.

If the premium share went to \$20 per pay period, this would raise the out of pocket insurance cost to the average Bloom Township firefighter by \$280 (26 pay periods at \$20 = \$520). For a top step firefighter, this would be the equivalent of about $\frac{3}{4}$ of 1% of his or her annual salary increase. This increase in health insurance premium would not "eat up" the entire wage raise for 2002, but would come pretty close. Hence the need to time the premium share to the January 1, 2003 wage raise.

B. Recommendation

Article 27 – Effective January 1, 2003, the employee share of the health insurance premium shall be \$10 per pay period for single coverage and \$20 per pay period for family coverage.

4. Issue 4, Article 29. Hours of Work

A. Union Position

The union position on this issue is to reduce the designated work week to 53 hours per week. This would result in 53 regular time hours per week and 3, 1 $\frac{1}{2}$ time hours per week. Presently, the employees receive 56 regular time hours and 3 half time hours per week to satisfy the FLSA requirements.

B. Employer Position

To leave Article 29 unchanged.

C. Discussion

Most of my thinking about this issue was covered in the discussion of wage rates. In my view, the employees work a 56 hour week which is common in Central Ohio Townships. The data behind Tab 6 in employer's exhibit # 1 shows that only 3 of the comparability group work less than 56 hours in a designated week. The 56 hour week should be used to compute the overtime pay rate.

D. Recommendation

Article 29. Hours of Work.

This article is to remain unchanged.

5. Issue 5. Article 30. Overtime

This issue was settled at the hearing.

6. Issue 6. Article 32. Holidays.

This issue was settled at the hearing.

7. Issue 7. Article 33. Vacation

This issue was settled at the hearing.

8. Issue 8. Article 35. Sick Leave.

A. Union Position

The union position on this issue is to add new language to section 35.15 such that firefighters meeting certain criteria could "cash out" up to 24 hours of sick leave per quarter.

B. Employer Position

The employer position on this issue is that Article 35 should remain unchanged.

C. Discussion

The comparability data provided by the employer (Tab 6), shows that in 5 of the 8 comparability townships sick leave is "cashed out" only at separation of employment. In 3 of the

townships some type of interim “cash out” is provided. The data are not persuasive that the sick leave proposal of the union is to be recommended. The employer argument that this proposal is an unjustified additional expense is justified.

D. Recommendation

Article 35 – Sick Leave

This article is to remain unchanged.

9. Issue 9, Article 49. Duration of Agreement.

A. Union Position

The union position on this issue is that the contract be of 3 years duration, effective May 1, 2002.

B. Employer Position

The employer position on this issue is that the contract should become effective upon signing and expire on December 31, 2004.

C. Discussion

There was little discussion about this issue. The employer did raise a good point, however, in proposing that the contract coincide with the township’s fiscal year which ends on December 31. The union argument that the wage raises should be retroactive to May 1, 2002 is likewise a just proposal and one that unions frequently raise in Fact-finding and Conciliation.

D. Recommendation

Article 49 Duration.

The contract shall become effective May 1, 2002 and will expire on December 31, 2004.

10. Issue Ten, Article 30.6. Minimum Manning.

A. Union Position

The union position on this issue is to object to the employer raising the issue in Fact-finding.

The union contends that this issue was not addressed in the employer's pre-hearing brief.

B. Employer Position

The employer position on this issue is to change section 30.6 such that the employer can use up to 2 part-time non-bargaining unit members in the meeting the minimum staffing requirement of 5 firefighters.

C. Discussion

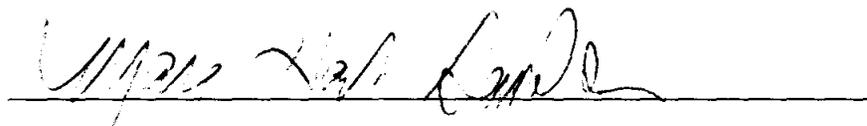
The union argument is quite persuasive here. The proposed change to Article 30.6 was not addressed in the employer's pre-hearing brief. Due to this omission, the union was not prepared to address this issue at the hearing. As a result, I can not make a recommendation on this issue.

D. Recommendation

This issue is dismissed from the Fact-finding record.

V. Certification

This Fact-finding Report and Recommendations was developed in accordance with O.R.C. 4117. The report was produced from evidence and testimony presented to me at a Fact-finding hearing conducted in Lithopolis, Ohio on August 7, 2002. It is the intention of this report that all items negotiated between the parties and resolved through negotiations be incorporated into this report.



Marcus Hart Sandver
August 21, 2002
Dublin, Ohio