

2003 SEP 16 A 10: 26

IN THE MATTER OF FACT-FINDING

BETWEEN

TEAMSTERS LOCAL 24

AND

BRIMFIELD TOWNSHIP

BEFORE: Robert G. Stein

SERB CASE NO. ~~02-MED-10-1152~~

62-MED-08-0702

PRINCIPAL ADVOCATE FOR THE UNION:

SUSAN D. JANSEN, Esq.
Dave Richards, Business Agent, Local 24
LOGOTHETIS, PENCE, & DOLL
111 West First Street, Suite 1100
Dayton OH 45402-1156

and

PRINCIPAL ADVOCATE FOR THE TOWNSHIP:

John N. Barkan Jr.
J N BARKAN & ASSOCIATES, Inc.
PO Box # 1417
Mentor OH 44061

INTRODUCTION

The bargaining unit is comprised of approximately fifteen (15) part-time employees in the Fire Department. They are employed in the classifications of Fire Fighter, Fire Fighter/EMT, Fire Fighter/Paramedic, Lieutenant/EMT, and Lieutenant/Paramedic. Teamsters Local 24 (hereinafter referred to as "Union") represents the bargaining unit. In November of 2003, the Township will be placing a 1.9 mil levy on the ballot in order to cover anticipated increased costs for the Township's fire service. The Township's trustees have determined that they desire the Department to be funded from levy revenues rather than drawing from the General Fund. The levy failed when placed on the ballot earlier this year.

The remaining issue to be resolved by the Fact-finder is the effective date of the first year's wage increase. Both Advocates represented their respective parties well and clearly articulated the position of their clients on each issue in dispute. In order to expedite the issuance of this report, the Fact-finder shall not restate the actual text of the parties' proposals on each issue, but will instead reference the Position Statement of each party. The Union's Position Statement shall be referred to as UPS and the Employer's Position Statement shall be referred to as EPS.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C)(4)(E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made:

ISSUES 1 WAGES

Union's position

SEE UPS

Employer's position

SEE EPS

Discussion

Retroactivity

The Union is seeking retroactivity to April 11, 2002. The Union contends that this is when employees should have normally received a wage increase. However, from the evidence it is not clear when the part-time employees received their last raise. It may have been at least five (5) years since wages were adjusted according to the statements made at the hearing. The Employer contends the first year's wage increases should not begin until the date of the Fact-finding report based upon wage discrepancy adjustments it made as a result of pay practice problems. The parties agreed upon the amount of the increases for all three (3) years of the new contract, but went to impasse over the effective date of the first year's increase.

This is the first contract for this newly organized bargaining unit, which was certified by the State Employment Relations Board in 2002. The Union submitted its notice to negotiate on August 16, 2002 and negotiations began in a timely fashion on August 29, 2002. The Employer asked a professional negotiator to join the negotiations in October of 2002, and according to the Union this delayed a settlement. Although it often causes confusion and frustration for a union, it is not unusual for an employer to make a decision to hire professional help following the first few rounds of negotiations,

particularly for a first contract negotiation. The Township did not argue ability to pay. However, it clearly indicated that a substantial back pay liability going well into 2002 would be difficult to fund.

During negotiations the parties uncovered a pay discrepancy involving pay for overnight shift work that needed to be corrected. The correction followed the time-consuming task of going over past payroll records in detail and gaining an understanding of the pay structure in operation prior to the bargaining unit being certified. The investigation took months, and due to its time-consuming nature, delayed negotiations for months. The Union cooperated in the investigation and indicated that it was assured that the delay in negotiations would not hurt employees.

The result of the investigation led to the Township correcting its pay practices and made it a part of its wage proposal. Again, it is not uncommon for a group of employees to seek extensive revamping of pay structures after becoming unionized. In this Neutral's experience, pay discrepancies and inequities are often a primary reason employees seek unionization. The resulting fix put into place by the Employer resulted in hourly wage adjustments that were between two to three times higher than what they had been prior to the inquiry. Although costly, I find the Employer took the proper approach to adjusting wages and based them upon an employee's rank and training. The investigation caused the Employer to delay its wage proposal until after the investigation was concluded.

While I understand the Union's position in this matter, it is not uncommon for wage increase dates to be adjusted when a group of employees becomes organized. It is part of the process of negotiations, and along with wage increases, the Union makes gains in many other areas such as language to protect jobs and seniority. Therefore, the trade-

off for a delayed increase in pay becomes the security that is the hallmark of a labor contract.

Recommendation

First year wages shall be retroactive to January 1, 2003 and shall be in accordance with the tentative agreement reached by the parties regarding wages. See Appendix 1.

TENTATIVE AGREEMENTS

During negotiations, mediation, and fact-finding the parties reached tentative agreements on several issues. These tentative agreements are part of the recommendations contained in this report.

The Fact-finder respectfully submits the above recommendations to the parties this 15th day of September 2003 in Portage County, Ohio.



Robert G. Stein, Fact-finder

Appendix 1

ARTICLE 30 – WAGES

Section 30.1. Effective January 1, 2003, all members of the bargaining unit, as defined within this Agreement, shall be paid for all hours worked, according to the following hourly wage schedule:

	<u>1-1-03</u>	<u>1-1-04</u>	<u>1-1-05</u>
Firefighter/EMT (start)	\$7.75	\$8.06	\$8.38
Firefighter/EMT (6 mos.)	\$8.25	\$8.58	\$8.92
Firefighter/EMT (after 1 year)	\$9.00	\$9.36	\$9.73
Firefighter/EMT/240 Certified	+\$0.50	+\$0.50	+\$0.50
Firefighter/EMT-A	\$9.50	\$9.88	\$10.28
Firefighter/EMT-A/240 Certified	+\$0.50	+\$0.50	+\$0.50
Firefighter/Medic	\$10.50	\$10.92	\$11.36
Firefighter! Medic/240 Certified	+\$0.50	+\$0.50	+\$0.50
Lieutenant/EMT	\$10.25	\$10.66	\$11.08
Lieutenant/EMT/240 Certified	+\$0.50	+\$0.50	+\$0.50
Lieutenant/Medic	\$11.25	\$11.70	\$12.17
Lieutenant/Medic/240 Certified	+\$0.50	+\$0.50	+\$0.50

