

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

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RELATIONS BOARD

DECEMBER 20, 2010

2010 DEC 21 P 12: 30

CITY OF SPRINGDALE

and

SPRINGDALE PROFESSIONAL FIREFIGHTERS, IAFF 4027

Case No. 09-MED-10-1284

For the City

Paul Berninger  
Derrick Pacham  
Dan Shroyer  
Michael Hoffman  
Jerry Thamann

Attorney for the City  
City Administrator  
Fire Chief  
Assistant Fire Chief  
Assistant City Administrator

For the Union

Lenny French  
Bill Quinn  
Mark S. Peltrey  
Steven Sarver  
Scott Williams  
Wade Steen, CPA

President Local 4027 IAFF  
Director of Operations - Ohio Firefighters  
Secretary Local 4027 IAFF  
Springdale Firefighter  
Springdale Firefighter  
Consultant, Steen & Company

Fact Finder

John P. Downs

## INTRODUCTION

This case involves the fact finding process between the City of Springdale and the Springdale Professional Firefighters, IAFF 4027. The unit is made up of 24 firefighter positions, 15 paramedics, 4 emergency medical technicians, and 3 paramedic captains.

The parties met on December 7, 2010, at which time all parties agreed to try mediation. During mediation the Union expressed concerns that over the past year the City had rejected all of their proposals and told them they would not meet unless the Union dropped their proposals of reduced hours and scheduling. After one year this fact finding resulted.

The Union stressed it would give up things that would result in a cost savings to the City of approximately \$500,000.

The City, by way of their attorney Mr. Berninger, stated the City was not interested in savings since it's not revenues. After several hours of mediation it was apparent the City had taken a take it or leave it attitude. It was noted that the City's bargaining team operated the same way, therefore, Union proposals were not forwarded per the City Administrator, Derrick Pacham, since he had no knowledge of them until this hearing.

The City of Springdale's position is they are very close on funds, therefore, nothing can be given.

I, therefore, proceeded with the fact finding process. The parties agreed to fact find the following issues:

Article 9	Holidays
Article 10	Hours of Work
Article 11	Wages
Article 15	Scheduled Time Off
Article 16	Comp Time
Article 21	Vacation
Article 22	Injury Leave
Article 27	Outside Training
Article 30	Uniform Allowance
Article 32	Layoff/Recall
Article 36	Insurance
Article 39	No Strike/No Lockout
Article 41	Duration of Contract

Springdale is a small city located outside of Cincinnati.

Presently the City has a collective bargaining agreement with this local.

The fact finding proceeding was conducted pursuant to Ohio Collective Bargaining Law and the rules and regulations of the State Employment Relations Board as amended. In making the recommendations in this report, consideration was given to the following criteria listed in Rule 4117-9-05 (K) of the State Employment Relations Board:

1. Past collectively bargained agreements, if any, between the parties;
2. Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
4. The lawful authority of the public employer;
5. Any stipulations of the parties;
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

Articles not brought up in fact finding:

Article 1	Preamble
Article 2	Recognition
Article 3	Dues Check Off
Article 4	Non-Discrimination
Article 5	Management Rights
Article 6	Policies and Procedures
Article 7	Grievance Procedures
Article 8	Discipline
Article 12	Bulletin Board
Article 13	Probationary Period
Article 14	Scheduling of Overtime
Article 17	Call-in Pay
Article 18	Trading Time
Article 19	Personnel Files
Article 20	Sick Leave
Article 23	Military Leave
Article 24	Bereavement Leave

Article 25	Seniority
Article 26	Acting Officers
Article 28	Tuition Reimbursement
Article 29	Longevity Pay
Article 31	EMS Training
Article 33	Retirement Purchases
Article 34	Labor Management Committee
Article 35	Jury Duty
Article 37	Safety
Article 38	Union Security
Article 40	Savings Clause/Express Waiver of State Law

These articles, therefore, will retain current contract language and become effective the date of this agreement.

Article 9. Holidays

Union's Position

The Union's position is they never can take a holiday. They currently get paid for it as they have to work. The Union stated they would agree to take holidays off which will cost them \$2,800 per year per firefighter.

City's Position

The City's position is the holiday is time off. It saves the City money, however, the City will only credit 8 hours pay, not 12 hours.

**RECOMMENDATION**

It is recommended that since the Union is willing to take holidays as time off it will be at 12 hours pay instead of 8.

Rationale

The parties agreed to taking holidays off with a cost savings to the City.

Article 10. Hours of Work

Union's Position

Reduce the work week to 48 hours from 53 hours (3 hours per week in 2011 and 2 additional hours per week in 2012). For any overtime required, the Union would accept compensatory time at the regular hourly wage. This is a salary savings of \$161,610 for the City.

City's Position

This is a reduction of 260 hours for each member while increasing the hourly rate by 10% and turn all non worked hours into overtime hours at time and one-half.

**RECOMMENDATION**

My recommendation is the reduction of the work week from 53 hours to 48 hours without loss of pay.

Rationale

The Union presented Wade Steen, CPA, who stated the City of Springdale is in better financial shape than alluded to by Derrick Pacham, City Administrator, who pointed out that the cost savings the City had made allowed no monies for the Union. Mr. Steen asked Mr. Pacham what the Trial Balance report reflected as of November 30, 2010. The reply was \$4 million on hand. Mr. Pacham stated the City had a \$400,000 loan payment on a building they had purchased, plus \$600,000 for payroll to the end of the year, and \$560,000 for Workers Compensation due to the state. These amounts total \$1,560,000 out of the \$4 million surplus.

In reviewing the fact finder report of Saundria Bordone dated June 1, 2007, she was asked to award the Union a reduction in hours from 53 to 48 in the work week. This was granted in her report.

Article 11. Wages

Union's Position

The Union's position showed they are 10% behind the other unit, Fraternal Order of Police. They had asked for 5% in 2011 and 5% in 2012, however, stated they would forgo a pay raise for a reduction in hours and the G-11 agreement they received.

City's Position

No wage increase in 2010 or 2011 and a reopener in 2012. The City raised concerns of large employers leaving thus reducing City reviews.

**RECOMMENDATION**

I do not recommend a pay increase for 2010 or 2011, however, I do recommend a reopener in 2012.

Rationale

The City's position for the past year prevented the Union from negotiating any pay raise for 2010.

Article 15. Scheduled Time Off

Union's Position

The Union's position is to adjust the contract language to allow a minimum of two (2) bargaining unit members to schedule off per shift.

City's Position

The City's position is to add holidays as time off.

**RECOMMENDATION**

Contract language (15.1) is to include the phrase holiday time. As to the number of bargaining unit employees allowed off per shift it is changed to two (2).

Article 16. Comp Time

Union's Position

The Union's position is to raise the maximum total amount from 72 to 480 hours.

City's Position

The City's position is to monitor the status quo and to reduce the expenditure of cash. Overtime should be paid in comp time to be taken later. They also want to cap the maximum at 144 not 480 hours.

**RECOMMENDATION**

Increase the maximum number of hours which can be accumulated to 480 hours which is acceptable under FLSA.

Article 21. Vacation

Union's Position

The Union wants to retain the current contract language.

City's Position

The City's position is that accrued vacation time could not be converted to cash, the member could carry over two weeks from 2010 which must be used by March 31, 2011.

**RECOMMENDATION**

The current language in Section 21.2 allowing an employee to have the option of cashing in two weeks of pay at their regular rate of pay.

Article 22. Injury Leave

Union's Position

The Union wants to retain the current contract language.

City's Position

The City's position is to not let the member work for someone else while on this leave and to reduce paid injury leave from one year to six months.

**RECOMMENDATION**

The City's proposal of not allowing a member on injury leave to work for someone else is granted. Current language of one year duration on injury leave shall remain.

Article 27. Outside Training

Union's Position

Members are only paid for time at school and, therefore, lose pay. Training covers hazmat, car seat technician, fire inspections, instructing EMS instructors, and ALS for paramedics.

City's Position

The City's position is that approval must be given by the Chief for any manuals or other costs with the course, otherwise it's on the member.

**RECOMMENDATION**

The City needs to insure when an employee is on training for 40 hours or less, he or she should be scheduled to complete the entire work week and not be sent home, thus creating a wage loss for the member. Current contract language is awarded.

Article 30. Uniform Allowance

Union's Position

The Union wants to retain the current contract language. They stated that the allowance funds are held by the City.

City's Position

The City wants to make uniforms available by the quarter master system and to make them consistent. The current allowance is \$400.

**RECOMMENDATION**

Change the current contract language to reflect the City's proposal.

Article 32. Layoff/Recall

Union's Position

The Union wants to go to the civil service language under Section 124.323 of the Ohio Revised Code under which part-time employees are laid off before full-time employees.

City's Position

The City says they are a charter city and are not tied to the civil service code.

**RECOMMENDATION**

Remain under current contract language with the addition that part-time employees will be laid off before full-time employees.

Article 36. Insurance

The insurance was changed by the City to a Health Savings Account which was a cost savings. The deductible was paid for each member at 100% for the first year and will be paid at 50% for the second year.

Union's Position

The Union would like funding to stay at 100% for all years of the contract.

City's Position

The City paid members' deductibles in 2010. In 2011 the City will pay one half of the

deductible. After July 2011 employees' deductibles will move to \$2,000 for family and \$1,000 for single coverage. Either HAS or HRA can be chosen by the employee.

**RECOMMENDATION**

The City's proposal is awarded, with deductibles of 100% in 2010 and 50% in 2011.

Article 39. No Strike or Lock Out

Union's Position

The Union's position is if Section 4117.14 of the Ohio Revised Code or Ohio Administrative Code 4117-9-06 is changed this year instead of going to a conciliator it would go to a MAD (mutually agreed dispute) resolution process. This would force an impasse in bargaining to be settled by an arbitrator which would be final and binding upon the City and Union.

City's Position

The City would like to retain the current contract language.

**RECOMMENDATION**

The current contract language is awarded.

Article 41. Duration of Contract

Union's Position

The Union's position is to have the contract be valid for three years which would separate them from the FOP contract expiration date.

City's Position

Retain the current contract language.

**RECOMMENDATION**

A three year contract would serve both parties.

Position Statements:

The Union states the 40 hours work week is supported by SERB materials, with 40 contracts on file. As to pay, firefighters get \$67,931 while the police receive \$71,626. The Union has stressed cost savings to the City by not asking for wages and pay out for

**CERTIFICATE OF SERVICE**

STATE EMPLOYMENT  
RELATIONS BOARD

This will affirm that the Fact finding Report in the Matter of Fact finding ~~2010-DEC-21 P 12:30~~

CITY OF SPRINGDALE

CASE NO: 09-MED-10-1284

SPRINGDALE PROFESSIONAL  
FIREFIGHTERS, IAFF 4027

was served to the below named parties at the stated addresses

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Jerry Thamann  
Assistant City Administrator  
City of Springdale  
11700 Springfield Pike  
Springdale, OH 45246

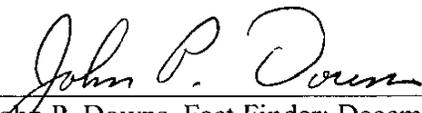
Lenny French  
President, Local IAFF 4027  
Springdale Professional Firefighters  
P. O. Box 8006  
Cincinnati, OH 45218

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by U.S. Postal Service mailed, overnight express on December 20, 2010.

Copy of this Award was submitted by U.S. Postal Service, First Class Mail to  
Director, Bureau of Mediation, SERB, 65 E. State St., Columbus, OH 43215-4213, on  
December 20, 2010.

I affirm, to the best of my knowledge that the foregoing is true and accurate and in  
keeping with ORC 4117 and related SERB Rules and Regulations.

  
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John P. Downs, Fact Finder: December 20, 2010

John P. Downs  
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Circleville, OH 43113



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