

FACTFINDING REPORT

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

October 15, 2010

In the Matter of:

The City of Norton

and

Norton Professional Firefighters

Local 4219

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Case No. 09-MED-10-1316

APPEARANCES

For the City:

Paul Jackson, Esq.

For the Union:

Carl Housley

Factfinder:

Richard P. Gortz

INTRODUCTION

The Norton Professional Firefighters Local 4219 (“NPF” or “UNION”) has two members in the bargaining unit. The fire department is a mix of full and part-time employees. Part-timers are not represented by the NPF, but by another union.

The City of Norton is a predominately residential, Summit County community with a population of approximately 11,500. The City is administered by a city manager (city administrator) appointed by the Mayor with approval of City Council. The city has multiple bargaining units representing nearly all non-supervisory, non-management employees.

The Collective Bargaining Agreement (“CBA”) between the parties was effective on January 1, 2007, and expired on December 31, 2009. During subsequent negotiations and mediation by SERB mediator Craig Young, the parties agreed upon all outstanding economic and non-economic issues, except for Article 26, Compensation.

The essence of the impasse is whether the Firefighters receive one or two percent in the first year (Calendar 2010). The parties have agreed to one percent increase on each of January 1, 2011, July 1, 2011, January 1, 2012 and July 1, 2012.

The State Employment Relations Board appointed the undersigned to conduct a fact-finding hearing. By mutual agreement, the hearing was held at 1:00 p.m. on Monday, October 4, 2010, in the Community Center building adjacent to Norton City Hall.

Representing the Association was firefighter Carl Housley, and representing the City was attorney Paul Jackson.

The City submitted a timely pre-hearing statement, as required under 4117-9-05 (F) OAC. The Union failed to submit the written statement. The City did not waive the requirements of the above rule. Accordingly, this Fact-Finder took evidence only in support of the matter raised in the written statement of the Employer. The Union was afforded the opportunity to cross examine City witnesses and present rebuttal evidence, but was not permitted to present a case to support its position.

Issues at Impasse:

Article 26, Compensation

Statutory Considerations:

The recommendations of the Fact-Finder are based upon the criteria set forth in Section 4117-9-05(k) of the Ohio Administrative Rules. They are:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) 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;

(c) The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, and the effects of the adjustments on the normal standard of public service;

(d) The lawful authority of the public employer;

(e) The stipulations of the parties;

(f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed upon dispute procedures in the public service or in private employment.

Position of the Employer:

Article 26, Compensation

1.0% increase effective January 1, 2010;

1.0% increase effective January 1, 2011;

1.0% increase effective July 1, 2011;

1.0% increase effective January 1, 2012;

1.0% increase effective July 1, 2012.

City Administrator Rick Ryland testified that all non-bargaining employees of the City have taken a wage freeze effective January 1, 2010, and that all city bargaining units which have had contracts expire in the past year have also agreed to a wage freeze for

2010. The City's financial situation is not unlike other Ohio cities. The City went beyond what other city employees have agreed to in order to attempt settlement with the firefighters. The City's offer of one percent is ill-advised, but is offered in good faith. Part-time firefighters, who are represented by another union, received a 3.0% wage increase for 2009 in a contract negotiated nearly three years ago. Full-time firefighters receive approximately twice the hourly compensation as part-timers.

In 2006, the City was in serious financial difficulties. At that time police and full time firefighters agreed to a one year freeze (2006).

Mr. Ryland presented City Exhibit "A", a survey of neighboring communities compensation for full-time firefighters. Survey shows the following:

Barberton	\$26.80
Bath	\$29.80
Copley	\$23.71
New Franklin	\$19.47
Wadsworth	\$19.38
Norton	\$28.22

Household income as reported in Sperling's BestPlaces shows Norton median income to be \$55,356. Neighboring communities are as follows:

Barberton	\$36,193
Bath	\$84,874
Copley	\$63,907
Wadsworth	\$55,356

(New Franklin is unavailable)

Upon cross-examination by Firefighter Housley, Mr. Ryland agreed that while the Norton full-time firefighters work a 40 hour per week schedule, others may work 48 or 52 hour schedules, which would show Norton to be at a disadvantage in annual wage.

Mr. John Moss, City Finance Director, testified to the City's financial situation. He stated that the city has a fire levy which is split seventy percent to non-capital expenses and thirty percent to capital improvements. Firefighters are paid out of the non-capital budget (Fund 106). This budget shows that while the fund started 2010 with a carry-over of \$203,000, it is projected to have an ending balance of \$126,900 at the end of the year, or approximately \$75,000 more in expenses than income. In 2011, the ending balance is projected to be approximately \$80,000 in the negative, and \$300,000 negative at the end of 2012. This budget assumes a 1.0% increase for firefighters this year.

Mr. Moss stated that, in his opinion, an increase of 2.0% in 2010 for the firefighters would make a bad situation worse.

Position of the Union:

Article 26, Compensation

2.0% increase effective January 1, 2010;

1.0% increase effective January 1, 2011;

1.0% increase effective July 1, 2011;

1.0% increase effective January 1, 2012;

1.0% increase effective July 1, 2012.

During cross-examination, the Union contends that it had wages frozen in 2006, the first year of the previous agreement, and now needs to make up for lost wages. The Union also contends that in 2007, the City changed the split between the capital improvement fund and operating fund, increasing the amount of money available for wages.

Discussion:

There are few, if any, facts at issue in this case. While the City has offered a one percent increase in 2010, the firefighters maintain a demand for two percent.

Since the bargaining unit consists of only two firefighters, one may argue that the total amount of funds at issue is relatively small, and of little total impact upon the entire city budget. On the other hand, with numerous bargaining units in the City, most of which have agreed to a wage freeze, there is more at stake than just the total amount of wages. The perception of fairness in treatment of all groups within the organization may be more important in the long run than the actual dollar amount. Certainly, the other City unions

did not agree to wage freezes without internal strife and some dissatisfaction. But, in the end, they agreed to the freeze to save jobs and help the City through this financial valley.

The Firefighters claim that they are attempting to make up for a perceived inequity in 2006. While the inequity may be factual four years have passed, and any “leveling of the playing field” which occurs now may be seen by the other bargaining units as a new unfair treatment of their units.

The financial situation of the City of Norton, like most Ohio cities, is not strong. Now is not the time for “make-up”, but rather a time to maintain the status quo. The Bureau of Labor Statistics CPI-U shows inflation at a 1.1% rate (all items). The one percent offered by the City will equal or exceed what other employee groups have agreed to and will keep the firefighters at status quo with the cost of living.

No data was presented to show the amount by which other public or private employers of similar occupations are adjusting compensation.

After considering the past collectively bargained agreements between the parties, comparison of the unresolved wage issues relative to the employees in the bargaining unit with those issues related to other public employees, giving consideration to factors peculiar to the area and classification involved here, the interest and welfare of the public, and the ability of the City of Norton to finance and administer the wage issue proposed

and the effects of the adjustments on the normal standard of public service, I recommend that the position of the Employer be adopted.

RECOMMENDATION

Article 26 of the Collective Bargaining Agreement shall be, in its entirety:

ARTICLE 26 COMPENSATION

Section 1. Effective January 1, 2010, through December 31, 2012, Firefighters, Fire-Medics shall be entitled to the following hourly wage compensation:

Firefighter Fire-medic	1 ^t yr.	2 nd yr.	3 rd yr	4 th yr.
1/1/2010	\$20.21	\$23.44	\$25.08	\$28.50
1/1/2011	20.41	23.68	25.33	28.79
1/7/2011	20.62	23.91	25.58	29.08
1/1/2012	20.82	24.15	25.84	29.37
1/7/2012	21.04	24.39	26.10	29.66

All agreements tentatively reached during negotiations are also incorporated herein by reference.

Respectfully submitted this 15th day of October 2010:

A handwritten signature in black ink, appearing to read "Richard P. Gortz", written over a horizontal line. The signature is stylized and cursive.

Richard P. Gortz

Fact-Finder

Proof of Service

I certify that an exact copy of this report has been sent by email, as agreed by the parties,
to the following:

Ohio State Employment Relations Board at Mary.Laurant@Serb.state.oh.us

Paul L. Jackson at pjackson@ralaw.com

Carl Housley at chousley@cityofnorton.org

A handwritten signature in black ink, appearing to read "Richard P. Gortz", written over a horizontal line.

Richard P. Gortz

October 15, 2010