

**STATE EMPLOYMENT RELATIONS BOARD
State of Ohio**

In the matter of Fact Finding between:)	SERB No. 2013-MED-01-0020
)	
CITY OF NEW FRANKLIN, OHIO,)	Hearing: May 10, 2013
)	
Public Employer,)	
)	FACT FINDING REPORT
and)	
)	Before Mitchell B. Goldberg,
)	SERB Appointed Fact Finder
NEW FRANKLIN FIREFIGHTERS,)	
NORTH IAFF, LOCAL 2885,)	
)	
Employee Organization.)	

Appearances: For the Employer: Thomas Evan Green, Attorney, Kastner, Westman & Wilkins Co., L.L.C.

For the Union: John A. Tucker, Attorney and Rachel R. Baldrige, Attorney

I. Introduction and Background:

The Ohio State Employment Relations Board (“SERB”) appointed the undersigned as the Fact Finder of this public employment labor dispute on February 1, 2013. The parties agreed to an issuance date for this Report of June 3, 2013. The hearing in this matter was on the agreed date of May 10, 2013. The parties submitted pre-hearing statements setting forth their respective positions on the unresolved issues in accordance with SERB Rules and Guidelines, or as otherwise amended by agreement. They submitted oral evidence and supplied documentary exhibits.

The parties jointly agreed to engage in mediation with the Fact Finder in an effort to resolve as many issues as possible. Those efforts proved successful, and all issues presented in their pre-hearing statements were resolved except for the following two issues discussed below; (1) the amounts contributed by the City for the firefighters' clothing allowance, and (2) the amounts contributed by the City for the employees' contribution toward their state pension fund. The remaining issues were agreed

upon and resolved and are summarized as follows:

- (1) Personnel Reduction (Art. 12).
- (2) Grievance Arbitration (Art. 15).
- (3) Working Hours (Art. 17).
- (4) Salaries (Art. 18) (Pension Pick-up remains open).
- (5) Holiday and Personal Leave (new Art. 22).
- (6) Vacations (new Art. 23).
- (7) Seniority (new Art. 24)
- (8) Injury Leave (new Art. 26).
- (9) Sick Leave (new Art. 27).
- (10) Safety and Health (new Art. 29)

In addition, the Union agreed to withdraw a recently-filed unfair labor practice charge. The remaining issues to be resolved by the Fact Finder are: (1) Pension Pick-up; and (2) Clothing Allowance, which also incorporates within the same Article a Boot Allowance (new Art. 20).

Accordingly, the following recommendations on the two unresolved issues encompass a Report that incorporates all unchanged articles from the parties' expired CBA, all tentative agreements reached between the parties during their negotiations, the above agreements arrived at during mediation at the hearing, and the following recommendations. The recommendations are made in accordance with the existing statutory factors and standards incorporated in SERB rules and guidelines. They are : (A) past collectively bargained agreements between the parties; (B) consideration of issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved; (C) the interests 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; (D) the lawful authority of the public employer; (E) the stipulations of the parties; and (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 final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

II. Unresolved Issues.

(1) Article 20 – Clothing Allowance

The Union proposes to increase the clothing allowance paid to its members beginning January 1, 2013. The rate under the expired contract is \$900 per year beginning in 2010. The Union proposes raising the figure to \$1,200 per year plus \$150 for the cost of approved footwear to be worn during working hours. It seeks to gain parity with the police officers who receive the higher amount of \$1,200 notwithstanding that their uniforms are less costly. The increased costs over the new 3-year contract is minimal for the 12 full time firefighters.

The City opposes any increase in the clothing allowance for cost reasons, and because they agreed to supplement this provision with the payment of the \$150 footwear allowance.

Recommendation: I recommend that the clothing allowance portion be increased to \$1,000 due to the fact that the new footwear allowance of \$150 was added. The total for both will be \$1,150 thereby gaining toward parity with the police officers.

(2) Pension Contribution

The Union proposes that the City pay 2% of the employee's share of the contribution to OP&F. The police officers received a City contribution of 4% in exchange for taking a wage freeze in the first year of a CBA. The Union believes that safety forces should be treated the same. The City is able to pay for the added costs of this benefit for the members of this unit.

The City considers that these costs are substantial for its small budget when it is considered that these costs will increase along with other wages and benefits since the proposal is a percentage based obligation and not a fixed dollar amount. The service department employees who are represented by the IBT, and its non-bargaining unit employees do not receive this benefit. The City is concerned that the Teamsters will bargain for this item if it is provided to this unit. Other firefighters in nearby communities do not receive an employer payment toward firefighter contributions.

Recommendation: I recommend that the City contribute 2% toward the firefighters' portion of the OP&F contributions effective July 1, 2013. The employees in this unit have been willing to take economic concessions. Accepting lump sum payments instead of across-the-board wage increases to address increases in the cost of living has disadvantages. Employees lose the advantage of the multiplier effect from continuous percentage increases on the base wages. Moreover, these lump sum payments are not included within the pay formula for computing the defined benefits under the pension plan. Safety force employees in Ohio traditionally receive higher wages and benefits than city service employees due to their increased training, education and employment related safety risks. There are many departments throughout the state that provide for employee pension pick-ups in varying amounts. The costs for this item must be considered part of the total costs of negotiated economic packages. I have reviewed the total cost of what has been agreed upon and negotiated in this package. Accordingly, I find that a contribution rate of 2% seems reasonable. It is still 50% less than the rate provided for the police. This repeated and cumulative obligation will be costed out with other economic items in future negotiations, such that the increased costs for this item can be properly managed and accounted for in terms of the City's financial and budgetary constraints. These costs should be addressed when the parties consider both internal and external comparisons with similarly situated safety force employees.

Date of Award: June 3, 2013

/s/ _____
Mitchell B. Goldberg, Fact Find

CERTIFICATE OF SERVICE

This Report was served upon the following persons by electronic mail on the 3rd day of June, 2013.

SERB Email: med@serb.state.oh.us

John A. Tucker: jatucker@jatuckerlaw.com

Tom Green: Tgreen@KWWlaborlaw.com

/s/ _____

Mitchell B. Goldberg

