

**State Employment Relations Board
State of Ohio
Fact-Finding Report**

In the matter of Fact-Finding between:

NORTON PROFESSIONAL FIREFIGHTERS, IAFF LOCAL 4219

and

THE CITY OF NORTON OHIO

CASE NO. 2017-MED-11-1437

Hearing: June 26, 2018

Date of Report: August 22, 2018

SERB Appointed Fact-Finder: John (Jack) F. Buettner

APPEARANCES:

For the City of Norton:

Robert Fowler – Administrative Officer
Ron Messner – Director of Finance
Mike Schultz - Fire Chief
Paul Jackson - Attorney

For the IAFF:

Travis Krieger – Local Vice President
Carl Housley - Local President
James Myers – Attorney, Muskovitz &
Lemmerbrock, LLC

INTRODUCTION

The undersigned was duly appointed by the Ohio State Employment Relations Board (SERB) by letter dated April 30, 2018, to serve as Fact-Finder in the matter of the Norton Professional Fire Fighters, Local 4219 (hereinafter referred to as "Union") and the City of Norton (hereinafter referred to as "Employer") pursuant to Ohio Revised Code Section 4117.14 (C)(3). As a result of phone conversations and email exchanges, the parties agreed to a fact-finder hearing set for June 14, 2018. The Parties submitted timely pre-hearing statements setting forth their respective positions on the unresolved issues in accordance SERB rules. The hearing was conducted at the Norton Community Center Building. At the hearing, both Parties provided oral evidence and submitted documentary exhibits in support of their positions.

The fact-finding proceeding was conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. The hearing began promptly at 9:30 a.m. on June 14, 2018.

Prior to the opening of the fact-finding hearing, this Fact-Finder attempted mediation of the issues at impasse. After both joint and separate meetings with the parties, a number of issues were tentatively agreed upon. It was then agreed that the remaining issues would be submitted for fact-finding.

The Norton Fire Department is currently staffed by thirty-seven (37) employees. Ten (10) of the employees are full-time bargaining unit members: three (3) Lieutenants and seven (7) Fire-Medics. There are twenty-seven (27) non-bargaining unit personnel: the Fire chief, the Assistant Chief, and twenty-five (25) part-time firefighters. The Union is the exclusive bargaining agent for all full-time employees, including probationary employees, holding the positions of full-time Firefighter, full-time Fire/Medic, and full-time Lieutenants. The collective bargaining agreement at issue expired on December 31, 2017.

The Employer and the Union had multiple bargaining sessions prior to the hearing. The Parties reached tentative agreements on a number of issues which will be considered part of this Fact-Finder's report. At the time of the hearing, four (4) issues remained open.

The parties agreed to waive service of the Fact-Finder's report via overnight delivery and agreed upon service via email.

The Ohio Revised Code, Section 4117.14 (C)(4)(e), establishes the criteria that is to be used by the Fact-Finder. The criteria are listed below and were given weight by the Fact-Finder in making his recommendation in this matter. The criteria are:

- Past collectively bargained agreements, if any, between the parties;
- 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;
- The interest and welfare of the public, the ability of the public employer to finance and administer the issue proposed, and the effect of the adjustments on the normal standard of public service;
- The lawful authority of the public employer;
- Any stipulations of the parties;
- Such other factors not confined to those above, which are normally or traditionally taken into consideration in the determination of the public service or in private employment.

BACKGROUND

The City of Norton is located mostly in Summit County with a small portion located in Wayne County. It is near the cities of Barberton, Copley, Fairlawn, Bath, Wadsworth and New Franklin. In reference to larger cities, it is about 40 miles south of Cleveland and five miles southwest of Akron. Its area is 20.49 square miles.

The population is approximately 12,000 people with 96% being classified as urban and 4% being rural. The median household income for Norton is \$58,358 as of July 1, 2018, which is higher than the median for the state. Norton is primarily residential with a median home value of \$62,928, which is also above the state average.

The City offers a range of municipal services that include Police, Fire/EMS, Parks and Recreation, Service Department, and other general administrative services. The Norton Fire Department is contained in a single building which is staffed 24 hours a day, every day.

Income tax revenue along with property taxes and fees for services fund the city. Statistics show a decline in the total General Fund balance over the last few years. On the other hand, carryover balances have remained high, specifically the General Fund balance which is well above the GFOA guidelines in spite of the decline. All government funds have a positive fund balance as well as a positive asset to liability ratio, which are both measures of a healthy financial condition.

EXHIBITS PRESENTED AT FACT-FINDING

Joint Exhibit

#1 Agreement between the City of Norton and Norton Professional Firefighters, Local 4219

Union Exhibits

- #1 2017 Summit County Fire Department Base Wages
- #2 Nearby Pay Rates 2017-2019
- #3 Wage Comparison Police Department and Fire Department (Annual) 2017-2020
- #4 Wage Progression of 2nd Year Employee (Police v. Fire)
- #5 City of Norton Pay Rates
- #6 Lieutenant Differential
- #7 Letter to IAFF, Michela Cirioni, Department of Labor Issues and Collective Bargaining
- #8 Expense and Revenue Reports from City of Norton

Employer Exhibits

- #A Agreement between the City of Norton and Norton Professional Firefighters, Local 4219
- #AA US Census Bureau: Selected Economic Characteristics 2012-2016
- #B City of Norton and Norton Professional Firefighters, Local 4219, Tentative Agreement dated 1/25/18
- #BB Collective Bargaining Agreements from City of Barberton, Bath Township, Copley Township, City of Fairlawn, City of New Franklin, City of Wadsworth, IAFF Locals
- #C Union Package Proposal dated 3/20/2018
- #CC Certificate of County Fiscal Office
- #D SERB Annual Wage Settlement Report

UNRESOLVED ISSUES AT FACT-FINDING HEARING

Issue 1: Compensation- Article 15 (Acting Officer Pay)

The **Union** is proposing an increase in the current acting officer pay from an additional \$0.25 per hour to \$0.75 per hour in 2018; \$1.00 per hour in 2019; and \$1.50 per hour in 2020.

The **Employer** is proposing paying \$0.50 per hour more to the person designated as acting Lieutenant effective January 1, 2018 and paying \$0.75 per hour more effective January 1, 2020.

Rationale:

The Parties reached a tentative agreement on this issue. See below for the recommended language.

Recommendation:

Article 15, Section 4

The Employer shall select one Lieutenant for each 24/48-hour shift through the Civil Service selection process. If that lieutenant is absent, the Employer shall designate another full-time firefighter, on the basis of a standard evaluation, as the acting lieutenant. **Effective January 1, 2018, such firefighter shall be paid for hours worked as a lieutenant at a rate that is 7% above the firefighter's current wage rate.**

Issue 2: Compensation- Article 26

The **Union** is proposing an equity increase of 3.25% each year for the Firefighters hired after 2014, in addition to a general wage increase of 2%, 2.3% and 2.5% in the next three years.

The **Employer** is proposing to a wage increase of 2%, 2.3% and 2.5% over the next three years. The Employer is proposing a \$500 transition amount each year prior to the across-the-board increase for all full-time firefighters hired after on or after December 31, 2014

Rationale:

The Union and Employer both proposed the same percent of yearly increase. Internal comparables showed a pattern of a 2% increase effective January 1, 2018, 2.3% effective January 1, 2019, and 2.5% effective January 1, 2020. The proposed across-the-board raise would make the Firefighter's salary schedule consistent with the other four bargaining units in the City.

The issue then comes to the equity increase. Both the City and the Union acknowledge the need to continue to work to toward reducing the equity gap between police and fire. This Fact-Finder is recommending a \$2500 one-time equity adjustment, applied to the current salary schedule, applied prior to the across-the board increase effective January 1, 2018.

Recommendation:

Article 26, Section 2:

Beginning on January 1, 2018, the salary schedule for full-time firefighters employed as of December 15, 2014 shall be as follows:

	(2%) 1/1/18	(2.3%) 1/1/19	(2.5%) 1/1/20
Fire/Medic	\$67,416.96	\$68,967.55	\$70,691.74

Beginning January 1, 2018, the salary schedule for full-time firefighters hired on or after December 31, 2014 shall be as follows:

	<u>1/1/18</u>	<u>2%</u> <u>2018</u>	<u>2.3%</u> <u>2019</u>
Year 1	\$37,500.00	\$38,250.00	\$39,129.75
Year 2	\$40,825.00	\$41,641.50	\$42,599.25
Year 3	\$44,504.00	\$45,394.08	\$46,438.14
Year 4	\$48,368.00	\$49,335.36	\$50,470.07
Year 5	\$52,771.00	\$53,826.42	\$55,064.43
Year 6	\$57,674.00	\$58,827.48	\$60,180.51

Beginning January 1, 2020, the salary schedule for full-time firefighters hired on or after December 31, 2014 shall be as follows:

	<u>2.5%</u> <u>2020</u>
Year 1	\$43,664.24
Year 2	\$47,599.10
Year 3	\$51,731.82
Year 4	\$56,441.04
Year 5	\$61,685.02

Issue 3: Compensation- Article 26 (Officer Differential)

The **Union's** position is that effective January 1, 2018, the wage differential Lieutenants receive will increase from 2% to 11%.

The **Employer's** position is that Lieutenants will be paid a 5% differential with an increase to 7% effective January 1, 2020.

Rationale:

External comparables from Akron, Barberton, Bath Township, Copley Township, Coventry Township, Cuyahoga Falls, New Franklin, Fairlawn, Stow, and Green show that Norton Firefighters have a disproportionately low wage differential between a Firefighter and a Lieutenant. Surrounding cities have differentials ranging from 7.5% up to 16% while Norton Fire receives a 2%. Internally, Norton Police Sergeants receive an 11% differential and Norton Police Lieutenants receive a 22% differential. (Union Exhibit 6) The Union argued that Fire wages were significantly lower than comparable Police wages. Thus, the officer differential would be a way to help close that gap, a gap recognized by both Parties.

The Parties have reached a Tentative agreement on this issue as follows:

Article 26, Section 3

Effective January 1, 2018, the position of lieutenant shall receive **7%** above the current rate for the fire-medical position, depending upon the date that full-time employee was hired.

Issue 4: Insurance – Article 30 (Insurance Cost-Share and Benefits)

The **Union** is proposing no increase in the healthcare premiums paid by Firefighters.

The **Employer** is proposing a \$10.00 increase in the monthly contribution for health coverage in 2018, an increase of \$10.00 in the monthly contribution for health coverage in 2019, and an increase of \$10.00 in the monthly contribution for health coverage in 2020.

Rationale:

The Parties reached a tentative agreement on this issue. See below for the recommended language.

Recommendation:

Article 30, Section 1

The Employer will provide Local #4219 Bargaining Unit members with a Health Insurance Plan that is equal to the benefits provided to all full-time employees of the Employer. Additionally, during the term of this Agreement, the Employer will continue to contribute \$56.00 per month per employee in order to cover the premium for AFSCME CARE Dental III Plan or a substantially similar dental plan. **Effective January 1, 2018, Bargaining Unit Members shall contribute one hundred sixty dollars (\$160.00) per month to the cost of the health plan. Effective January 1, 2019, Bargaining Unit**

Members shall contribute one hundred seventy dollars (\$170.00) per month to the cost of the health plan. Effective January 1, 2020, Bargaining Unit Members shall contribute one hundred eighty dollars (\$180.00) per month to the cost of the health plan.

Article 30, Section 2

The Employer will provide and pay the full premium on behalf of each employee, for optical vision care, equal to that coverage which each employee is presently receiving. **A summary of benefits for the current optical vision care is contained in Exhibit X attached to this Agreement.**

Article 30, Section 6

The Parties Acknowledge that the Employer has indicated that it desires to explore options and to discuss potential changes to its health plan in **2018** through a health care committee. All of the Employer's unions will be invited to participate in that committee. Accordingly, the parties agree that the Employer shall have the ability to reopen this Agreement in **2019 and/or 2020** to discuss potential changes or additional contributions towards the health plan. **Should the Employer provide the Union with notice of a desire to reopen the Agreement as to changes of contributions to the health plan, the Union shall have the ability to reopen the Agreement as to only the issues of wages at that same time.**

FURTHER RECOMMENDATIONS

During the course of negotiations, the Parties agreed, in concept, on several matters. Below is this fact-Finder's recommended contract language for the tentative agreements.

Article 37: Duration of Agreement

Section 1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and Norton Professional Firefighters Local 4219. This Agreement shall be effective from January 1, 2018 until December 31, 2020.

Article 15: Duty Hours

Section 4. See above in Fact Finding report.

Section 5. The Employer shall set up a master shift list for a one (1) year period. The shift bidding process, which master shift list shall be posted by the Employer, shall be conducted once a year in December, should the Union vote to hold such a shift bid. The Union shall inform the Employer of such desire to hold a shift bid no later than November 20 of that year. The bargaining unit employee who bids for the forty (40) hour inspection position shall serve a one-year trial period during which he or she may be reassigned at any time if the Chief determines that such reassignment is in the best interests of the Department.

Article 24: Seniority and Probationary Period

Section 4. Probationary Period for New Hires. There shall be a probationary period of one (1) year for newly hired full-time employees of the City of Norton Fire Department. The Union recognizes and agrees with the right of Management to hire, discharge with due cause and discipline an Employee during the probationary period without interference from the Union. However, it is imperative an employee, especially a new employee, understands their relationship to the Employer and understands the rights, privileges and benefits to which they are entitled. Therefore, the Probationary Employee shall be covered by all Articles of this Agreement excepting those Articles that are in conflict with the provisions of the probationary period.

[New Section] **Section 5.** Probationary Period for Officers. All officers shall serve a one-year probationary period during which that officer may be reassigned or returned to firefighter status if the Chief determines that such action is in the best interests of the Department.

Article 16: Overtime Pay and Court Time

Section 2. Employees appearing in court on behalf of the Employer shall be paid a minimum of three (3) hours. All hours that qualify as overtime shall be paid at one and one-half (1-1/2) times the Employee's regular hourly rate.

Section 5. Employees shall have the right to accumulate compensatory time in lieu of overtime. Employees may bank up to forty-eight (48) hours of compensatory time per year up to a maximum of two hundred forty (240) hours. By January 31 of every year, any amount of compensatory time an Employee has banked from the previous year in excess of forty-eight (48) hours, or in excess of the two hundred forty (240) hour maximum, will automatically be cashed out and paid to the employee in a direct deposit separate from his/her normal wages. In addition, Employees shall be permitted to cash out any amount of his or her accumulated compensatory time as of April 15, July 15, or October 15 of each year. Such election shall be made no later than the first of that month

and such amount shall be paid to the employee in a direct deposit separate from his/her normal wages.

Use of compensatory time shall be at the Chief's discretion and must not result in the payment of overtime. Compensatory time is defined as time off with pay in lieu of contractual overtime pay.

Article 17: Holidays

[Delete Section 6].

Article 25: Longevity

Section 1. Bargaining Unit Employees shall be entitled to receive a single lump sum longevity allowance payable in the second pay period of December, based on their completed service with the City of Norton. Completed service shall be defined as the Employee's completed service on December 1 of the applicable year.

The longevity allowance shall be paid through a direct deposit separate from the Employee's normal wages in the second pay in December.

Article 26: Compensation

Section 1. "Basic rate of pay" equals annual salary divided by 2496 hours for employees assigned to a 24/48-hour shift. "Basic rate of pay" equals annual salary divided by 2080 hours for the fire inspector position or for the period an Employee who is temporarily assigned to a forty (40) hour position. Basic rate of pay applies to overtime payments and accrued time such as holiday compensatory time, vacations, and compensatory time.

Section 2. See above in Fact Finding report.

Section 3. See above in Fact Finding report.

Article 30: Insurance

Section 1. See above in Fact Finding report.

Section 2. See above in Fact Finding report.

Section 6. See above in Fact Finding report.

In conclusion, the following recommendations incorporate all unchanged provisions of the expired CBA and all tentative agreements reached between the parties during negotiations, through mediation, and any agreements made at the hearing.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that one (1) copy each of the Fact-Finder's report was delivered via email on the 22nd day of August, 2018,

to Mr. James R. Myers, Attorney for

Norton Professional Firefighters, Local 4219,

Mr. Paul Jackson, Attorney for

the City of Norton and

the State Employment Relations Board.

Jack Buettner

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