

STATE EMPLOYMENT
RELATIONSHIP BOARD

JAN 13 10 00 AM '97

IN THE MATTER OF
FACT FINDING
BETWEEN THE
NEW PHILADELPHIA PROFESSIONAL
FIREFIGHTERS IAFF LOCAL 1501
AND
THE CITY OF NEW PHILADELPHIA

Case # 96 MED 09-0793

Before: Robert G. Stein

Advocate(s) for the IAFF:

John O'Neill, 6th District Vice President
Kendall L. Bick, President, Local 1501
Rocky Russo, OHAFF

Advocate(s) for the City:

Robert J. Tscholl, Esq.
Hon. Gregory E. Erb, Mayor

BACKGROUND

The parties have been bargaining for a successor agreement since October of 1996. The Current Agreement was extended with a written agreement as to retroactively for wages to January 1, 1997 (see Appendix 1). The bargaining unit consists of eighteen Firefighters, three of which are Captains. The Fire Department operates out of one station with a staffing of six (6), and a minimum manning of four(4). During the fact finding hearing the parties requested that the Fact Finder attempt to mediate a settlement between the parties. The parties made progress in better understanding the rationale for their respective positions; however, complete agreement was not reached on the outstanding issues.

INTRODUCTION

The parties brought four (4) issues to the Fact Finding hearing. The issues were Wages, Pension, Dental Insurance and Vacation. The parties were given full opportunity to present evidence and testimony with respect to their position on each issue. The parties made a written request of the Fact Finder that for purposes of expediency the Fact Finding Report need not include any rationale. The Fact Finder agreed to this stipulation (see Appendix 2).

The following recommendations are made in consideration of all reliable information relevant to the issues before the fact finder and in accordance with the following criteria listed in ORC 4117:

1. Past Collectively bargained agreements, if any between the parties;
2. Comparison of 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, and 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; and'
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.

PENSION Article 24 PERS Pickup

UNION'S POSITION: Union seeks a 3.63% wage increase in lieu of having the City stop its 4.5% contribution of the employees retirement

CITY'S POSITION: No change from the current Agreement.

Based upon the evidence presented the following is recommended:

Article 24

Section 2

Delete the current language and replace with the following language:

The City of New Philadelphia shall substitute its past 4.5% additional payment to the Police and Pension Fund with a 3.63% across the board increase in pay. Said increase shall be effective the first full pay period following the date of this award. Individual employee members shall contribute through payroll deduction the required full individual contribution to the Police and Fire Pension Fund beginning with the first full pay period following the date of this award.

DENTAL Article 62

UNION'S POSITION: Convert current \$288.00 into a 1% increase

CITY'S POSITION: Keep current language

The following is recommended:

Delete the current language of Article 62
and replace with the following:

ARTICLE 62 BONUS/IN LIEU OF DENTAL INSURANCE

The City agrees to pay each Fire Fighter a 1% salary increase calculated on the current bargaining unit average base salary. This amount is \$289.14 rolled into each bargaining unit member's base salary.

This is a one time increase on each bargaining unit member's base salary and it shall become effective on March 1, 1997. This salary increase is a payment in lieu of providing each Fire Fighter with Dental Insurance. Any future negotiations involving the provision of dental insurance may (at the discretion of the City) involve this 1% (or \$289.14)payment.

VACATION ARTICLE 40

UNION'S POSITION:

Current language

CITY'S POSITION:

A separate vacation policy for any new Fire Fighter hired after January 1, 1997. Fire Fighters hired before January 1, 1997 would remain on the schedule of the Current Agreement, but with reductions in the amount of shifts per tier of service by 1 shift the first tier, two shifts the second tier, 2 shifts the 3rd tier and 3 shifts the 4th tier.

The following is recommended:

Maintain current language

Section 4

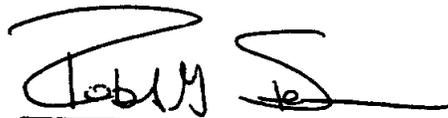
Vacation Allowance shall be earned accrued annually based upon the following schedule:

Less than five(5) years	TWO (2) weeks	(6 shifts)
Less than ten (10) years	THREE (3) weeks	(9 shifts)
Less than fifteen (15) years	FOUR (4) weeks	(12 shifts)
More than fifteen (15) years	FIVE (5) weeks	(15 shifts)

TENTATIVE AGREEMENTS

Any tentative agreements previously reached by the parties during these negotiations shall be part of this report and shall be considered recommended to the parties.

The Factfinder respectfully submits the above recommendations to the parties this 9th day of January, 1997.



Robert G. Stein, Factfinder