

COPY

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

RANDOLPH TOWNSHIP TRUSTEES, EMPLOYER
and
RANDOLPH TOWNSHIP FIREFIGHTERS, IAFF LOCAL 3257,
EMPLOYEE ORGANIZATION

In the Matter of:

96-MED-10-0858

FACT FINDING

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STATE EMPLOYMENT
RELATIONS BOARD

FACT FINDER:

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FOR THE EMPLOYEE ORGANIZATION:

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FOR THE EMPLOYER:

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January 2, 1997

FACT FINDING

STATEMENT OF THE CASE

The parties, the Randolph Township Trustees, represented by Robert E. Portune, Esq., Porter, Wright, Morris & Arthur, Randolph Township Law Director, and the bargaining unit, the Randolph Township Firefighters, IAFF Local 3257, including all full-time firefighter paramedics, firefighter mechanics, and paramedics, represented by Edward W. Sullenberger, Jr., President of the Local, have entered into negotiations for a successor contract to the contract which expired December 5, 1996. The bargaining unit contains seven (7) members.

The parties met and conducted negotiating sessions and were able to reach tentative agreement on most of the items proposed.

The parties attached a copy of the existing collective bargaining agreement to their materials.

Pursuant to R.C. § 4117.14 and Admin.R. 4117-9-05, Philip H. Sheridan, Jr., 580 South High Street, Columbus, Ohio, was chosen as Fact Finder.

The parties agreed to a Fact Finding Hearing on December 17, 1996, and the meeting was convened at 1:30 p.m., in the Randolph Township Administration Building. In addition to their representative, the Township Trustees were represented by David P. Evans, Randolph Township Police and Fire Chief and Bud Bergman, Assistant Fire Chief. In addition to their representative, Joyce Bachmann, Firefighter, and Jerry Sammons, Firefighter, appeared on behalf of the bargaining unit. The matter was presented upon statements and arguments presented to the fact finder.

According to provisions of R.C. Chapter 4117, the parties provided me with a copy of the current contract, the issues which have been resolved, the unresolved issues, and each party's positions on the unresolved issues.

In issuing the Fact Finding report, I have given consideration to the provisions of R.C. Chapter 4117, and in particular, the criteria contained within R.C. § 4117.14(G)(7)(a)-(f).

UNRESOLVED ISSUES:

At the fact finding, the parties agreed to remaining issues concerning uniforms, vacations, and funeral leave. The parties also agreed the effective dates of the contract would be from December 6, 1996, through December 5, 1999. Finally, the parties each presented their positions concerning wages.

POSITIONS OF THE PARTIES:

WAGES

The TOWNSHIP'S POSITION:

The Township Trustees want the fact finder to take into consideration how many issues between the parties have been adjusted to the benefit of the bargaining unit. The Township points to several additions to the contract which make the Township's offer of a 4% across-the-board raise in each of the three years of the contract a reasonable and appropriate offer. The Township has added the fair share fee, a sick leave conversion, has clarified seniority, has increased holiday pay, has made changes concerning the hours of work and overtime which benefit the employees and which provide for additional pay for those employees who become station lieutenant or captain, made clear their obligation in liability claims, and provided an employee assistance program.

The Township also provided me with information concerning the approved merger of Randolph Township with the Village of Clayton. As a result of the merger effort, the Township is

involved in a lawsuit with the two cities in Randolph Township, Englewood, and Union, to which Randolph Township now provides fire and EMS services. Still at issue, according to the Township, is the future of the fire and EMS services and the potential division of the assets and property of the Randolph Township Fire Department. It is also significant that the same parties are attempting to form a Joint Fire District as is allowed in R.C. § 505.371. The Township and the two cities have been at odds several times in the past concerning annexation issues and issues regarding the services provided. If the Joint Fire District is created, then the fire services and this contract will be between the local and the successor board which would be created to govern the Joint Fire District. Randolph Township would then become a participant rather than the management of the Fire Department. Thus, the Township recommends to the fact finder that any wage increase recommended take these things into consideration because there has already been some conversation concerning whether the fire services would be provided in the same manner, or whether the joint board could opt to provide the services with employees provided by a private contractor or some other alternate provider. The Township suggests that a high wage increase given to the bargaining unit would not be a positive bargaining point for the township in attempting to maintain the bargaining unit as the service provider.

RANDOLPH TOWNSHIP IAFF LOCAL 3257'S POSITION:

The bargaining unit has proposed a 10% across-the-board raise in the first year of the contract with 4% raises in the second and third year of the contract except that they propose a wage freeze for the first and second wage step to the current agreement wage amounts for all classes.

The bargaining unit asserts its position because the comparables prepared by the bargaining unit from SERB information places Randolph Township's employees at the bottom of the pay scale for entry level and top pay. This is true whether the comparison is made to the other townships in

Montgomery County, townships throughout the State of Ohio, or cities with populations similar to the population of the Township's service area. The bargaining unit acknowledges the improvements in the contract which have been agreed to, but asserts its position that the monetary consequences are not substantial and the members gave up other benefits in order to gain the changes which were granted.

The bargaining unit is especially concerned with the number of employees. The bargaining unit asserts that the township is equipment "rich" and employee "poor." All of the full time employees work substantial amounts of overtime in order to provide the coverage necessary for the community. Most of the full time employees came from a 50 hour work week to the current 24/48 in order to help solve scheduling problems which were related to the low number of employees.

Finally, the bargaining unit points to the over 1.5 million dollars in budget funds which will be rolled-over into 1997. The bargaining unit points out that the carryover is now almost twice the size of the annual budget and the Township's argument that it is holding the money for future capital purchases ignores the current problem facing the bargaining unit members because of the low pay which they receive. The bargaining unit also points to this large amount of money to demonstrate the Township's ability to pay the increased amount requested. The bargaining unit argues that even with the wage proposal being granted in full, the Township would still maintain its position at the bottom of the comparables.

RECOMMENDATION

I recommend the parties confirm their tentative agreements on the issues between them, including those matters agreed to and signed-off at the fact finding. With respect to the wage issue, I do not believe I can make a recommendation based on the feared outcome of the dispute between Randolph Township and the cities to whom it provides service. The bargaining unit has demonstrated,

and the Township does not dispute, its ability to pay a wage increase to the seven members of the bargaining unit. I find it significant that the average housing cost in the Township is over \$114,000. It appears the Township is retaining a carry-over balance which is significantly in excess of that which would be expected in communities of similar sizes and budgets. It appears to me the relatively short period of experience which the bargaining unit has in negotiating with the Township would explain in part why the bargaining unit members are paid at such a low rate. However, although I recommend a higher amount of compensation than that proposed by the Township, I do not recommend that it all be paid in the first year of the contract. Instead, I recommend 4% across-the-board raises in each of the three years of the contract beginning December 6, 1996. In addition, I recommend the Township Trustees pay a pension pickup of the portion of the employee's contribution in the amount of 4% in the first year of the contract and an additional 2% in the second year of the contract.

CONCLUSION

I have examined the positions of the parties with respect to each of the issues presented to me in accordance with the procedures outlined in Chapter 4117 of the Revised Code. I have tried to resolve the issue for the parties in the Fact Finding in order to result in a fair agreement between the parties. The parties can consider resolving all issues between them as a result of compromise and agreement. Adoption of the Fact Finding would have the same result. I thank the parties for their professional and forthright presentation on the issue.

Respectfully submitted,



PHILIP H. SHERIDAN, JR.

January 2, 1997