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STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

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RELATIONS BOARD

2008 OCT 16 P 12:46

October 10, 2008

In the Matter of the Conciliation Between:

THE CITY OF FINDLAY, OHIO)	
)	Case No. 07-MED-08-0900
And)	
)	
FINDLAY FIRE FIGHTERS,)	
IAFF, LOCLA 381)	

APPEARANCES

For the City:

Gary Johnson, Esq.	Counsel
Jim Barker	Safety Director
Tom Longo	Fire Chief

For the Union:

Henry Arnett, Esq.	Counsel
Robin Cooper	Chairman, Local 381
Matthew Cooper	President, Local 381
Ted Bibler	Negotiating Committee
Ed Harrington	Negotiating Committee
Tim Hassan	Negotiating Committee

Conciliator:

Virginia Wallace-Curry

INTRODUCTION

This matter concerns the conciliation proceeding between the City of Findlay (the "City") and the Findlay Fire Fighters, IAFF, Local 381 the ("Union"). The bargaining unit consists of 73 employees: 57 fire fighters, 12 captains, 3 battalion chiefs, and 1 deputy chief.

The parties were able to reach tentative agreements on all but one issue during negotiations and mediation sessions with the Fact-Finder, David Pincus. On July 10, 2008, Dr. Pincus rendered a Fact-Finding Report on the remaining issue of Longevity, which was accepted by the City and rejected by the Union.

Virginia Wallace-Curry was appointed conciliator in this matter by the State Employment Relations Board. A conciliation hearing was held on September 18, 2008. The parties were given a full opportunity to present their respective positions on the issue. The conciliation proceeding was conducted pursuant to Ohio Collective Law and the rules and regulations of the State Employment Relations Board, as amended.

In deciding between the positions of the parties on the unresolved issue, consideration was given to the following criteria listed in Rule 4117-9-06 (H) of the State Employment Relations Board:

1. Past collectively bargaining agreements, if any, between the parties;
2. 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;
3. The interest 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;
4. The lawful authority of the public employer;
5. Any stipulations of the parties;

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.

All tentative agreements reached between the parties and all resolved issues are incorporated in this Conciliation Award, by reference, and are so awarded.

UNRESOLVED ISSUE

Article 25 – Longevity

City’s Proposal

The City is proposing to return to a fixed dollar amount longevity plan similar to the plan in effect prior to the current collective bargaining agreement (“CBA”). The current CBA provided for a change from fixed steps to a percentage step, which costs the City far more than anticipated. No other employees of the City, unionized or not, have this type of plan. Furthermore, statistics show that the large majority of cities do not have a percentage plan. Of those cities that do, many pay far less in salaries than this City. During these negotiations, the City has agreed on a wage increases of three percent (3%), five percent (5%) and three percent (3%) over the next three years. These are significant increases and should be strongly considered with this proposal.

The City accepted the Fact-Finder’s recommendation on Longevity and proposes it here:

<u>Years of Service</u>	<u>Pay</u>
10-14	\$60 /pay period
15-19	\$80 /pay period
20-24	\$100 /pay period
25+	\$125 /pay period

Union's Proposal

The Union proposes to retain current contract language on longevity, with one exception. The Union proposes to delete Section 25.05, which is the step that awards employees with 30+ years of longevity with 10% per bi-weekly pay period.

The City proposes to change longevity from a percentage basis to a fixed amount, in the process significantly lowering the amount of longevity payments made to bargaining unit members. There is no reason for such change. The past contract, comparable information, and the ability of the City to pay support retaining longevity as it is currently written. The City's fire fighters are by no means overpaid, and the City clearly has the ability to pay the amounts of longevity set forth in the CBA.

Discussion and Award

Taking into consideration the all evidence presented at the conciliation hearing, I must agree with the Fact-Finder and choose the City's proposal on Longevity. As the Fact-Finder pointed out, internal comparables are a critical factor to be considered in making a determination on which position is more tenable. No other employee, union or not, has a longevity schedule based on a percentage of wages, and the Union could not articulate why this bargaining unit should be different. Indeed, the parties' bargaining history shows that this Union had a fixed payment longevity plan for the twenty years prior to the last collective bargaining agreement.

The City's proposal of fixed longevity payments is comparable to the average longevity payments received by firefighters in the jurisdictions cited by the Union. The Union's proposal does not resemble any of the other jurisdictions it cites. The Union's proposal is lower in the early years and much higher than the average in the later years. The City's proposal is also nearly comparable to those received by the City's OPBA bargaining unit.

Given the internal comparables, the external comparables and the financial implications to the City of the current longevity plan, the City's proposal must be awarded.

CONTRACT LANGUAGE

**ARTICLE 23
LONGEVITY**

23.01 All employees who have completed ten (10) years or more of continuous service shall accrue a longevity fund of sixty (\$60.00) dollars per bi-weekly pay period in addition to their regular rates of pay, effective the first full payroll period in January, 2009.

23.02 All employees who have completed fifteen (15) years or more of continuous service shall accrue a longevity fund of eighty (\$80.00) dollars per bi-weekly pay period in addition to their regular rates of pay, effective the first full payroll period in January, 2009.

23.03 All employees who have completed twenty (20) years or more of continuous service shall accrue a longevity fund of one hundred (\$100.00) dollars per bi-weekly pay period in addition to their regular rates of pay, effective the first full payroll period in January, 2009.

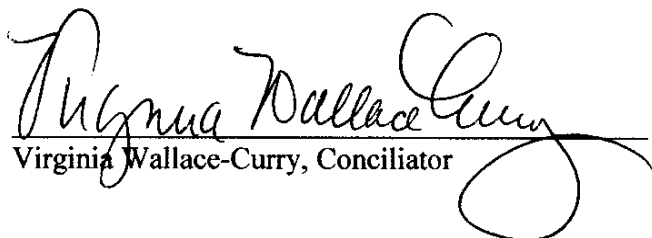
23.04 All employees who have completed twenty-five (25) years or more of continuous service shall accrue a longevity fund of one hundred twenty (\$120.00) dollars per bi-weekly pay period in addition to their regular rates of pay, effective the first full payroll period in January, 2009.

23.05 Effective at the beginning of the first payroll period in January, 2009, any payments to employees based on thirty (30) or more years of service shall be terminated.

23.06 Accrued longevity funds shall be paid in a separate check to be issued annually with the first pay of December.

All other tentative agreements reached by the parties are incorporated in this award, by reference.

Submitted by:


Virginia Wallace-Curry, Conciliator

October 10, 2008
Cuyahoga County, Ohio

Virginia Wallace-Curry

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Arbitrator
Mediator

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October 10, 2008

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Re: City of Findlay and IAFF Local 381
SERB Case No. 07-MED-08-0800

Gentlemen:

Enclosed is a copy of my Conciliation Award in the above captioned matter, along with the statement for my services and expenses rendered as Conciliator.

I enjoyed working with you and hope I will have the opportunity to do so again in the future.

Sincerely,


Virginia Wallace-Curry

✓ cc: Edward E. Turner, SERB