



## INTRODUCTION

This matter concerns the fact finding proceeding between the City of Defiance (the "City") and the Defiance Fire Fighters Local #918 (the "Union.") The bargaining unit in this matter consists of twenty-one (21) full-time employees, excluding the Chief and Assistant Chief. Within the bargaining unit are three (3) Captains, three (3) Lieutenants, and fifteen (15) Fire Fighters, of which six (6) are Paramedics. The terms of the parties' collective bargaining agreement expires on December 31, 2002.

Negotiations for a new agreement stalled at the first session between the parties. The City opened with a proposal to extend the current contract with no changes for a one (1) year period, due to the City's financial condition. The Union rejected the City's proposal, and the parties reached impasse on several issues, most of which were economic in nature.

Virginia Wallace-Curry was appointed fact-finder in this matter by the State Employment Relations Board and a fact finding hearing was held on December 9, 2002. At the hearing, the parties agreed that the City would present evidence outlining its financial position first and then explore the possibility of negotiating a settlement.

The City presented evidence supporting its contention that it has been deficit spending for the last two years and that reserves were declining at an alarming rate. While there had been hope for a turn around in the economy by mid year 2001, such a recovery never materialized. There were signs of improvement in early 2002, but interest rates continued to be cut and revenue reserves continued to decline. The cash carryover balance declined approximately 66% this year to date over an approximate 40% decline in the previous year. The City is hoping that the financial picture will begin to improve in 2003. Therefore, it was proposed that the parties enter a three year agreement with a wage reopener in the second and/or third years of the

contract.

As a result of the evidence presented at the hearing and further negotiations, with the help of the Fact Finder, the Union and the City came to a mediated agreement on the following issues to be added to or modified in the parties' expiring agreement. This mediated agreement is recommended by the Fact Finder, having considered the criteria listed in Rule 4117-9-05 (K) of the State Employment Relations Board.

1. ARTICLE 16 - GRIEVANCE/ARBITRATION PROCEDURE

The parties have agreed to modify the time period in which a grievance must be filed.

**RECOMMENDED CONTRACT LANGUAGE**

**ARTICLE 16**

**Section 4:** The following steps shall be followed in the processing of a grievance:

Step 1: In order for an alleged grievance to receive consideration under this procedure, the grievant, with an appropriate Union Representative, if the former desires, must take their grievance to the Fire Chief, or in his absence, the Assistant Fire Chief, in writing within **ten (10) calendar days following when the grievant knew or reasonably should have known of the incident** giving rise to the grievance. The Fire Chief shall have five (5) days to investigate and respond in writing to the grievant and/or to a Union Executive Committee Representative. Lieutenants and Captains requesting Union representation shall be as defined in Article 14, Section 4.

2. ARTICLE 17 - HOLIDAY/VACATION SYSTEM

The parties agreed to make modifications to the number of years of service for eligibility for vacation time and to the time period for scheduling vacations.

**RECOMMENDED CONTRACT LANGUAGE**

**ARTICLE 17**

**Section 1: Vacation Days**

Each employee of the Bargaining Unit, on a fifty-six (56) hour work week, shall accumulate paid vacation on a twenty-four (24) hour day basis as follows:

| <u>Years of Service</u>          | <u>Vacation Days Per Year</u> |
|----------------------------------|-------------------------------|
| <b>1 but less than 7 years</b>   | 5 duty days off               |
| <b>7 but less than 14 years</b>  | 8 duty days off               |
| <b>14 but less than 20 years</b> | 11 duty days off              |
| <b>20 years and over</b>         | 14 duty days off              |

Employees, during their probationary period, shall not accumulate Vacation Days.

**Section 3: Allocation of Holiday and Vacation Days Off**

Paragraph 2:

Holidays and Vacation shall be scheduled prior to **February 1<sup>st</sup>** of each year on a basis of date of hire seniority. Holidays and Vacation scheduled after **February 1<sup>st</sup>** of each year shall be on a first come, first serve basis.

3. ARTICLE 12 - LEAVES OF ABSENCE

The parties agreed to add a one conditional sick leave day, which under the following circumstances may be taken in six hour increments.

**RECOMMENDED CONTRACT LANGUAGE**

**ARTICLE 12**

**Section 1. Sick Leave**

**D. Uses of Sick Leave**

**6. Conditional Sick Leave Days:** Bargaining unit employees may elect two use (2) days of accrued sick leave, with pay, as a conditional sick leave day. Employees shall schedule the above conditional sick leave days in a manner as not to create overtime and shall not be scheduled on a holiday.

**If an employee has more than one hundred twelve (112) hours of accrued sick leave, the employee may elect to use one additional day of accrued sick leave, which may be taken in increments of no less than six (6) hours. The employee must request the leave at least forty-eight (48) hours in advance, and the use of such leave cannot create overtime.**

Each conditional sick leave day will be paid at the employee's regular base hourly rate up to a maximum of twenty-four (24) hours pay for the leave duty. This leave shall be deducted from the employees accumulated but unused sick leave.

4. ARTICLE 8 - SCHOOLING AND TRAINING and ARTICLE 20 - WAGES

The parties have agreed to incorporate the agreements reached in the June 18, 2001, Letter of Agreement, concerning paramedics into the following provisions of the contract.

**RECOMMENDED CONTRACT LANGUAGE**

**ARTICLE 8**

**Section 5: Paramedic Training**

- A. **The City may provide the Defiance Fire Department the necessary training/education and subsequent related costs to obtain paramedic level status.**
- B. **Any member permitted to attend school for paramedic training will agree to reimburse the City for the cost of the school if he or she does not complete the course. A member who voluntarily drops out prior to completion will be charged the balance of the City paid portion that is not reimbursed by the school itself. If the member must withdraw involuntarily for**

reasons such as sickness, family emergency, injury, etc., he or she will not be responsible for reimbursement. Each incident will be treated on a case by case basis with final approval for waiver of reimbursement authorized by the Board of Control.

- C. Upon completion of school and certification to paramedic status, a member who leaves service with the City of Defiance will be required to reimburse all or a portion of the costs expended by the City. Reimbursement shall be on a prorated basis with separation during the first year of certification being one hundred percent (100%) reimbursement, second year of certification being sixty-six percent (66%) reimbursement and the third year being thirty-three percent (33%) reimbursement.

## ARTICLE 20

### Section 5: Paramedics

The City agrees to pay seven percent (7%) above the regular base pay to members who are in active paramedic status and who fall under the classifications Firefighter Entry 0-1 Year to Firefighter 4+ Years. The City agrees to pay five percent (5%) above the regular base pay to members who are in active paramedic status and who fall under the classifications Lieutenant I through Captain II. The percent increase for active paramedic status will be included in determining the base rate for overtime purposes.

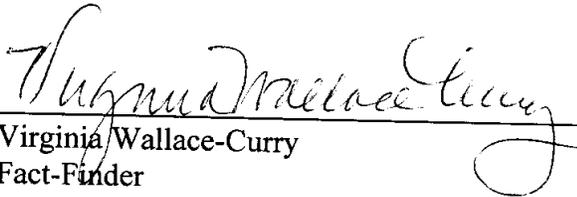
### 5. WAGES AND OVERTIME REOPENER

The parties have agreed that the Union has the option to reopen the issues of wages and overtime in the second and/or third year of the contract.

### RECOMMENDED CONTRACT LANGUAGE

The Union has the option of reopening the issue of Wages, as addressed in Article 20, Section 1, and Overtime, as addressed in Article 7, Section 2, in the second (2<sup>nd</sup>) and/or third (3<sup>rd</sup>) year of this contract.

All other proposals for additions or changes to the expiring contract have been withdrawn by the parties.

Submitted by:   
Virginia Wallace-Curry  
Fact-Finder

December 18, 2002  
Cuyahoga County, Ohio

**CERTIFICATE OF SERVICE**

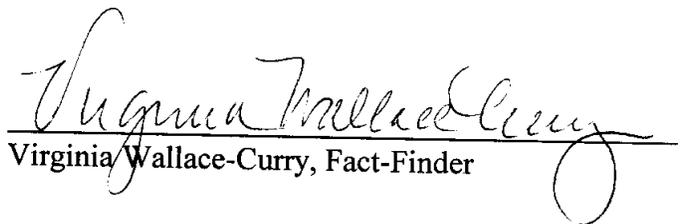
This is to certify that a true copy of the Fact-Finding Report for the City of Defiance, Ohio and the Defiance Fire Fighters Local 918 was sent to the parties by regular U.S. mail and to the State Employment Relations Board by regular U.S. mail on this day, December 18, 2002.

The Fact-Finding Report was served upon:

Mr. Tom Grabarczyk  
Labor Relations Management, Inc.  
6800 W. Central, Suite L-2  
Toledo, OH 43617

Mr. Todd Ham  
President, IAFF Local 918  
702 West Third St.  
Defiance OH 43512

Mr. Dale A. Zimmer  
Administrator, Bureau of Mediation  
State Employment Relations Board  
65 East State Street  
Columbus, OH 43215-4213

  
Virginia Wallace-Curry, Fact-Finder