

STATE EMPLOYMENT
RELATIONS BOARD

2009 JUN 15 A 10:40

STATE OF OHIO STATE EMPLOYMENT RELATIONS BOARD

**RE: INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL 918 (Union)
and
CITY OF DEFIANCE (City)
CASE NO.: 08-MED-10-1263**

FACT-FINDING REPORT OF THOMAS R. SKULINA, FACT-FINDER

HEARING

A fact-finding hearing was conducted at the Defiance Administration Office Building on May 29, 2008, in Defiance, Ohio. The Union was represented by Harry A. Arnett, Esquire of the firm Livorno and Arnett Co., L.P.A. in Columbus, Ohio. The City's advocate was Tom Grabarczyk, consultant with Labor Relations Management, Inc. in Toledo, Ohio.

FINDINGS

The parties agreed that this report may consist only of the contract language found by this fact-finder. The evidence and arguments he relied upon need not be set out here.

One salient fact must be addressed. There was convincing evidence that the City has serious monetary problems. Their income tax receipts are down. Employee layoffs throughout the City have grown. General Motors is a major facility in the City and has had lay-offs.

Fortunately, according to recent news, since the General Motors bankruptcy has begun, Defiance has not been named as one of the factory locations to be shut down.

In drafting this report, I have recommended a three year contract to avoid the costs and time of a two year agreement sought by the Union.

I have, however, recommended raises for each of the first two years and left the third year increase to the bargaining process.

Because of the economic problems of the City, other than a raise for the first two years of three percent (3%) for the first year and three and one-quarter percent (3 ¼%) for the second year, I have decided to avoid any other increase in expense to this beleaguered city. The second year cost shall be \$30,256.10 .

AFSME got one three percent (3%) raise and two raises at three and one-quarter percent (3 ¼%). The Police got one three percent (3%) increase. If the economy picks up the police would be expected to have enhanced salaries as well as the fire department in the later years of their contract.

Because of the recession, I have recommended only one monetary inducement, i.e. pay raises and left other enhancements for the third year.

The bargaining unit consists of three (3) categories, three (3) Lieutenants and fourteen (14) Firefighters.

ARTICLE 12 – LEAVES OF ABSENCE

The provision shall remain the same except that Subsection 6 “Funeral Leave” shall add to “immediate family” and shall include husbands, wives, children, parents, grandchildren, grandparents, great grandparents, brothers, sisters, aunts, uncles, nieces, nephews, mothers-in-law, fathers-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, natural children, as well as adopted children and step children and persons acting, or who have acted in loco parentis to the employee.

It should be noted that the extension of the list of persons in the funeral leave provision could be found in numerous collective bargaining agreements for fire fighters in other communities. These were provided at this hearing.

In Section 11 of Article 12, i.e. Family Medical Leave Act the word “only” shall be added to “if medically required”.

The remainder of Article 12 shall remain the same as the January 1, 2006 through December 31, 2008 CBA.

ARTICLE 13 – UNIFORM ALLOWANCE

Because of the economic problems of the City, I have not recommended a change to the uniform allowance which was agreed upon by the parties on June 19, 2007. This shall be for the two years that I recommend a pay increase.

The parties may bargain for a change in this allowance when they bargain for a pay increase beginning on the third year of this Agreement. The Uniform Allowance Re-opener shall commence upon the second anniversary of this Agreement.

ARTICLE 17 – HOLIDAY/VACATION SYSTEMS

I recommend no change.

ARTICLE 20 – WAGES

The wages for all of the listed positions shall increase three percent (3%) in the year 2009 and three and one quarter percent (3 1/4%) in the year 2010.

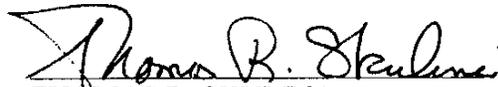
There shall be a “Wages” re-opener at the second anniversary of this Agreement.

ARTICLE 24 – DURATION AND EFFECT OF AGREEMENT

The Collective Bargaining Agreement shall begin on January 1, 2009 and conclude on December 31, 2011.

NOTE: In Article 17 the parties do not object to the term “bargaining unit personnel in lieu of the gender specific word “men”.

I am not recommending any new Articles other than the changes recommended in this Fact-Finding Report.


THOMAS R. SKULINA

DATE: June 11, 2009

THOMAS R. SKULINA
ATTORNEY AND COUNSELOR AT LAW

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STATE EMPLOYMENT
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June 11, 2009

SERB Employment Relations Board
65 East State Street
12th Floor
Columbus, Ohio 43215-4213

ATTN: EDWARD E. TURNER
ADMINISTRATOR, BUREAU OF MEDIATION ✓

**RE: STATE EMPLOYMENT RELATIONS BOARD
(FACT-FINDING)**

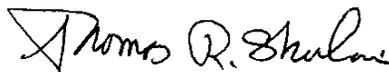
**INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL 918
and
CITY OF DEFIANCE
CASE NO.: 08-MED-10-1263**

Dear Mr. Turner:

Enclosed herein, please find a Fact-Finding Report, in regard to the above-captioned matter.

Thank for your courtesy and cooperation herein.

Very truly yours,



Thomas R. Skulina

TRS/cad
Enclosure

cc: Tom Grabarczyk w/copy Enclosure
Henry A. Arnett, Esquire w/copy Enclosure