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June 17, 11
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IN THE MATTER OF FACT-FINDING
BETWEEN

CITY OF FINDLAY)	CASE NO. 10-MED-09-1191
)	
)	
AND)	<u>FINDINGS</u>
)	AND
)	<u>RECOMMENDATIONS</u>
INTERNATIONAL ASSOCIATION OF)	
FIRE FIGHTERS, LOCAL 381)	

JAMES M. MANCINI, FACT-FINDER

APPEARANCES:

FOR THE UNION

Henry A. Arnett, Esq.

FOR THE CITY

Gary C. Johnson, Esq.

SUBMISSION

This matter concerns fact-finding proceedings between the City of Findlay (hereinafter referred to as the City or Employer) and the International Association of Fire Fighters, Local 381 (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding proceedings were held on April 13 and May 5 2011.

The fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceeding, this fact-finder attempted mediation of the issues at impasse with several of the issues being tentatively agreed upon by the parties. The issues remaining for this fact-finder's consideration are more fully set forth in this report.

The bargaining unit involved herein consists of all Fire Fighters, Captains and Battalion Chiefs. There are approximately sixty-eight employees in the bargaining unit, which includes fifty-three Fire Fighters, twelve Captains, and three Battalion Chiefs.

This fact-finder in rendering the following findings of fact and recommendations of the issues at impasse has taken into consideration the criteria set forth in Ohio Revised Code Section 4117(G)(6)(7). Further, this fact-finder has taken into consideration all reliable evidence presented relevant to the outstanding issues before him.

1. WAGES

The Union proposes wage increases of zero percent for 2011, 3% for 2012, and 3% for 2013. The City proposes a wage freeze for the 2011 calendar year based upon a one year contract.

The Union argues that the City is doing well financially and as a result its proposal is reasonable. It presented evidence which showed that the monthly tax collections for the City for the current year through April 30th have increased by over 20%. Year to date tax collection for 2011 through April 30th was approximately 8.2 million dollars as compared to 6.8 million dollars for the same time period in 2010. Moreover, the Union points out that the outlook for Findlay is much better than that found in other parts of the State. The unemployment rate here is 9% which is below the statewide average of 10.5%. There is every indication that there will be positive economic growth in Findlay in the foreseeable future.

The Union cites comparable wages for communities which it claims that the City used during the last negotiations. With this comparison, the average firefighter's top pay in these other jurisdictions is \$62,914. In comparison, the top firefighter's wage in Findlay is \$55,449 which places the City next to last with respect to the comparables used. The Union also cited recent SERB wage increase reports dated November 30, 2010 which indicates that the average increase for firefighters statewide for 2011 has been 3.28%. For 2012, the average pay increase for firefighters in the state has been 2.45%.

The Union disputes the City's claim that the firefighters are overpaid because they received 9% more in wage increases over the last three years than other employees. The Union points out that the City neglects to mention the various concessions made by firefighters during the last Contract. President of Local 381, Timothy Hassan, testified that under the prior Agreement, there was a significant reduction in longevity pay as well as a loss of several compensatory days which basically offset the pay raises which were provided. Mr. Hassan indicated that the Union is willing to go with a zero percent increase for the current 2011 year given the financial difficulties faced not only by the City of Findlay but others throughout the State. However, the Union's request for 3% wage increases in each of the last two years of the Contract would be similar to the increases granted to firefighters throughout the State.

The Employer is opposed to giving any raise to the bargaining unit in 2011 because of its questionable economic situation. In addition, the City is not in a position to agree to any form of wage increases in succeeding years due to pending reductions in State aid and local government funds.

The City points out that this bargaining unit was the only one to have received wage increases in the last two years. Those increases amount to 9 percent. As a result, the firefighters have earned 9% more than the police officers, Service Department employees and others in the City. This inequity occurred because the parties' Contract here was settled before the economic recession hit in the fall of 2008. Once the recession hit, the City could not grant these kind of raises to the rest of its employees. Moreover, in

order to balance its budget, a significant reduction in staff occurred throughout the City. Given the City's budgetary constraints due to the economic recession, it should be apparent that a wage freeze is in order for the current year and that a one year Contract is advisable.

The City cites wage comparables which it claims shows that the Findlay firefighters are among the highest paid in the area. For a ten year firefighter, the average base wage in neighboring jurisdictions is \$48,257. In comparison, the Findlay firefighter base wage for a ten year employee is \$55,448 or about fifteen percent greater. It was also pointed out that some of the firefighters are amongst the highest paid employees in the City.

ANALYSIS - Based upon a careful review of the evidence, this fact-finder would recommend that there be a zero wage increase in the first year of the Agreement and a 2% wage increase in the second year. The parties are in agreement that there should be no wage increase for the current 2011 year. As more fully set forth hereinafter, this fact-finder is recommending a two year Agreement. It would be in the best interest of the parties that a new two year Agreement be entered into here. While the City is correct in stating that it faces some financial uncertainties over the next two years, there is every indication that the City has the available resources to provide for a 2% increase in the second year of the Agreement.

Wage comparables support this fact-finder's recommendation that there be a 2% wage increase in the second year of the Agreement. First, similar 2% wage increases

have been granted to firefighters in neighboring jurisdictions for 2012. In Fremont, Napoleon, and Lima, firefighters have been provided with 2% wage increases in 2012. Moreover, the SERB Wage Increase Report indicates that the average statewide increase for firefighters will be 2.45%. Therefore, the recommended 2% increase herein is in line with that provided to firefighters in neighboring cities as well as throughout the State.

In recommending that there be a 2% wage increase in the second year of the Agreement rather than the greater increase proposed by the Union, this fact-finder has taken into consideration a number of additional factors. First, there is evidence that the City will be experiencing a significant reduction in State funding over the next two years. A 25% reduction is expected for the current year with a 50% cut in State funding anticipated for 2012. In addition, the estate tax will be eliminated by the State for 2012 which could have a further impact on City revenue. Although the City will be experiencing a decline in State revenue over the next two years, it still maintains the ability to fund the 2% wage increase recommended for 2012. It was shown that the City's year-end General Fund cash balance for 2011 is expected to be about 1.8 million dollars. The City had a cash balance at the end of 2010 of 2.8 million dollars. A .25% income tax was recently enacted which has helped the City with respect to its finances. Therefore considering the various financial aspects involved in this case, this fact-finder has determined that it would be reasonable to provide for a 2% wage increase in the second year of the Agreement for the bargaining unit.

RECOMMENDATION

With respect to Wages, this fact-finder makes the following recommendation:

WAGES

First year of Contract (2011) - Zero percent (0%) increase.

Second Year of Contract (2012) - Two percent (2%) increase.

2. LONGEVITY

The Union proposes to increase each step of the Longevity Pay Provision by ten dollars in the first and second years of the Contract. The City opposes any change in the current Longevity Provision.

Currently, bargaining unit members receive longevity at ten years of sixty dollars per bi-weekly pay. Eighty dollars at fifteen years, one hundred dollars at twenty years, and one hundred twenty-five dollars at twenty-five years.

The Union contends that the Longevity Pay Provision for firefighters is less than that provided to police department employees. First, the Findlay police have a longevity schedule that begins with year eight. That two year difference alone accounts for a \$3,744 difference. Beginning year ten through twenty-four, their longevity payment is \$312 higher than the current payment received by firefighters. The increase the Union proposes would simply bring the firefighters' longevity pay in line with that received by the police department.

The City maintains that the firefighters already receive the highest amount of longevity of any group of employees in the City. Moreover, their longevity pay exceeds that provided to other fire departments in the area. There is absolutely no basis to support an increase in longevity payments for the bargaining unit here.

ANALYSIS - Based upon a review of the evidence presented, this fact-finder would not recommend any increase in the longevity payments provided to firefighters. First, the internal comparisons with the police department which the Union relies on here

does show that there is a difference in longevity payments between the firefighters and the police department. However, that is mainly due to the longevity schedule beginning with the eighth year of service. The firefighters' longevity pay schedule starts with the tenth year of service. From that point on, there is only a slight difference in the longevity payments provided to the two bargaining units. At fifteen years for example, both police and firefighters receive longevity payments of \$2,080. Therefore considering that the current Longevity Provision for firefighters is nearly comparable to that received by the police, it cannot be said that this internal comparison supports an increase in longevity pay for firefighters at this time.

Moreover, external comparisons with other jurisdictions in the area shows that the longevity pay for Findlay firefighters is in line with that provided to firefighters in these other cities. For example at ten years of service, firefighters in Findlay receive \$1,560 in longevity pay. This is actually more than the average longevity paid to firefighters in comparable jurisdictions which is about \$1,444. Therefore given these external comparables, this fact-finder has concluded that there should be no increase in longevity pay at the current time.

RECOMMENDATION

With respect to Longevity Pay, this fact-finder does not recommend any increase.

LONGEVITY PAY - No increase, current provision to remain the same.

3. RECOGNITION

The City proposes a change in the current Recognition Provision whereby the position of Lieutenant would be added and the positions of Battalion Chief and Deputy Chief deleted. Under the City's proposal, the Captain rank will become the new Lieutenant rank, and the Battalion Chief rank will become the old Captain rank. There are no employees currently in the Deputy Chief position. The Union is opposed to any change in the current Recognition Provision.

The City argues that it has a right to reorganize the department according to its need. It notes that the reorganization would not adversely affect any existing employees and that the new rank structure is in line with the operational needs of the department. Moreover, the department has shrunk in size from more than seventy employees to the current sixty-five departmental employees.

The City submitted comparables with reference to the Recognition Provisions in other fire departments. In neighboring Fostoria and Fremont for example, the ranks of Lieutenant and Captains are recognized. The City maintains that the changing of rank from Captain to Lieutenant, and from Battalion Chief to Captain in Findlay would have no adverse affect on current employees as it would only constitute a job title change which would more accurately reflect their job description. For example in other departments, Captains are generally in charge of multiple stations. Here in Findlay, a Captain could have only have three firefighters to supervise at one station. In other words, the City argues that the Captains are not performing typical Captain duties.

According to the City, they are basically performing what Lieutenants would typically do.

The Union contends that the City lacks sufficient reason for wanting to make such a drastic change to the rank structure of the Fire Department. It notes that the current rank structure has been in place since 1977 with only one change being made since that time. The Union submits that the morale of the Fire Department officers would be diminished considerably if their rank was changed. In effect, it would mean that for some Captains and Battalion Chiefs it would amount to a demotion.

The Union claims that other departments have similar rank structures. A number of fire departments have Captains overseeing a station as is the case in Findlay. Shift Commanders such as Battalion Chiefs are typical ranks for those who oversee and supervise a whole shift. The Findlay Fire Department has three Battalion Chiefs who oversee three shifts not stations.

ANALYSIS - This fact-finder would not recommend any change in the current Recognition Provision. There simply was insufficient basis established by the City for making the changes which it has proposed. The current rank structure has been in place since 1977 with only one change having been made since that time relating to the Battalion Chief. Considering that the current rank structure has been in place for a considerable amount of time with no apparent operational difficulties cited, this fact-finder must find that the proposed change is not warranted.

It was shown that City Council passed an ordinance in March 2011 which reflects the rank structure change proposed herein by the City. This arbitrator has also reviewed the comparables submitted by the City with respect to Recognition Provisions found in other fire departments. It may very well be that there is some justification for establishing a new Lieutenant rank and to make the Battalion Chief rank become the old Captain rank. However, Local 381 represents a SERB certified unit. In 1977, SERB certified the bargaining unit as consisting of full-time Firefighters, Captain and Battalion Chief. This fact-finder believes that the proper way to change this certified unit would be to utilize the SERB certification process.

RECOMMENDATION

With respect to the Recognition Provision, this fact-finder does not recommend that there be any change.

RECOGNITION PROVISION - Current language, no change.

4. SICK LEAVE - 16.10

The Employer proposes to delete the provision that provides for three-quarters ($\frac{3}{4}$) of sick leave to be paid if an employee's notice of retirement is provided 180 days in advance. The Union is opposed to any change in the current provision. That provision states that employees who notify the Chief in writing a minimum of 180 days prior to their effective date of retirement are to be paid for three-fourths ($\frac{3}{4}$) of accumulated sick leave up to 1,920 hours.

The City argues that it is unnecessary to have advanced notice of retirement. The cost increase in this retirement provision which involves an additional payout of 50% has resulted in many fire department employees receiving thousands of dollars in separation checks upon retirement. The City points out that no other bargaining unit receives this benefit. Moreover due to the economic duress which the City faces, it is important to eliminate excessive payments like this to employees who retire. The City submitted comparables which indicate that no other jurisdiction in the area has an additional incentive provision for providing advance notice of retirement.

The Union contends that there is no justification for making any change in the current provision. The Union points out that it was the City that first proposed this provision so that it could get advanced notice of those who were going to retire. As an additional incentive, the employees were to be given an additional one-quarter ($\frac{1}{4}$) percent of sick leave sell back for providing the advanced notice of retirement. The

Union maintains that this additional sick leave conversion for providing advance notice of retirement has not caused the City as much as it claims.

ANALYSIS - This fact-finder would recommend that the current provision providing for three-quarters ($\frac{3}{4}$) of sick leave to be paid if an employee's notice of retirement is provided 180 days in advance be deleted. As indicated by the Fire Chief, it is unnecessary to have advanced notice of employees who plan to retire. Moreover given the City's financial difficulties, it must be held that the cost of providing the additional incentive for providing early notice of retirement is unwarranted. Under the current provision, the result has been that many Fire Department employees have received thousands of dollars in separation checks upon retirement where it was shown that no other bargaining unit in the City receives this particular benefit.

Moreover, comparable evidence supports the City's position that this particular sick leave conversion provision found under Section 16.10 should be deleted. It was shown that no additional incentive for prior notice of retirement is found in any of the other neighboring jurisdictions. There simply is no justification for retaining the current provision.

RECOMMENDATION

This fact-finder recommends the deletion of the three-quarters ($\frac{3}{4}$) of sick leave be paid if an employee's notice of retirement is provided in advance.

SICK LEAVE - 16.10 Delete provision which provides for three-quarters ($\frac{3}{4}$) of sick leave to be paid if an employee's notice of retirement is provided 180 days in advance.

5. SICK LEAVE - 16.11

The City proposes to delete the provision which provides that upon completion of 22 years of service an employee who is eligible to receive retirement benefits within the next three years may sell back accumulated sick leave. The Union proposes to retain current language.

The City maintains that this provision has cost it tens of thousands of dollars in payment of sick leave to employees over the last six years. Prior to 2007, this provision allowed employees to sell back sick leave after fifteen years of employment. This was changed to the current 22 years during the last contract in order to offer the Employer some relief. However, the payments are still excessive and totally unnecessary. The City also points out that no other bargaining unit has this type of benefit.

The Union contends that there has been no justification established for deleting this provision. The Union points out that the City was granted some relief in the last contract whereby employees had to have 22 years rather than 15 years of service in order to convert sick leave. Moreover, the Union questions the City's claim that this provision has proven to be too costly.

ANALYSIS - This fact-finder would not recommend any change to the current Section 16.11 provision. This provision allows employees to sell back up to 1,000 hours of accumulated sick leave, which is in excess of 1,920 hours, any time after they attain 22 years of seniority and are eligible to retire within three years. The City failed to show that this particular provision has proven to be too costly and therefore should be deleted.

The evidence indicated that over the past several years, the cost to the City of allowing employees the ability to sell back sick leave after 22 years of seniority has actually declined.

Moreover, it was shown that this particular provision was modified by the parties in the prior contract. Prior to 2007, the employees were allowed to sell back sick leave after 15 years of employment. However, that was changed to 22 years as the City acknowledges with the idea of offering the Employer some relief. The modification to this provision was reasonable and there is every indication that payments under Section 16.11 are not excessive.

RECOMMENDATION

It is the recommendation of this fact-finder that Section 16.11 which allows employees the ability to sell back sick leave after attaining 22 years of seniority should be retained without change.

SICK LEAVE - 16.11 - Current provision, no change.

6. HOLIVAC

The City has proposed several changes to the current Holivac Provision. First, the Employer proposes to reinstate the maximum accrual limit of three (3) years for both selling back holivac at retirement and also for carrying over holivac from one year to another. The Union proposes to retain the current provision which states that employees have the unlimited right to carryover all the holiday and vacation time (holivac) which they accrue without a limit, with the only limitation being that they can only sell back for cash three years of accumulation.

The City also proposes to delete the double time payment of holivac under Section 18.09. The Union proposes to retain the current provision which provides that if the Safety Director wants to pay out accumulated holivac time instead of the employee's taking it, the City has to pay double time.

The third modification proposed by the City is to delete the exit leave provision found in Section 18.15. The Union is opposed to the deletion of this provision. Currently, Section 18.15 allows an employee upon a 180 day advanced notice to tell the Employer that he wishes to use all of his accumulated balance of holivac and earned comp time.

The City argues that these provisions have required it to pay out hundreds of thousands of dollars in exit leave over the last six years. No other bargaining unit in the City has the ability to accrue vacation time and holiday time without limits. This provision was placed into the Contract when the previous Safety Director agreed to the

exit provision. As a result, employees have been leaving six to nine months or even a year in advance of their retirement date. This has caused the Employer to have an open slot and unable to fill that position due to the person still being paid and occupying that position. These two provisions, Section 18.01 and 18.15 have proven to be very costly for the City and for that reason should be eliminated. The City also notes that the Police Department does not have these benefits.

With respect to Section 18.09, the City believes that the double time payment for holivac provided therein is totally unreasonable. The City should not have to pay two times the rate instead of the person taking the time off. When an employee takes time off, the City should only be obligated to pay straight time. Again, no other bargaining unit in the City has this type of benefit and given the economic circumstances, this provision should also be deleted.

With respect to Section 18.01, the Union contends that there has been no basis established by the City for capping the maximum accrual allowed for holivac time. Again, employees currently have the right to carryover all of their holiday and vacation time they accrue without limit. The only limitation is that they can only sell back for cash three (3) years of holivac accumulation. The Union argues that this provision is reasonable and should be retained.

The Union likewise argues that the current exit leave provision should be retained. The 180 day advanced notice for making use of exit leave allows the City to plan ahead to hire and train the employee's replacement. It also greatly reduces the need

for overtime. The Union points out that the accumulation of holivac as well as sick time stops once the employee enters exit leave. This in turn decreases the amount the City will have to pay out when the employee retires. It allows the City to pay down balances over time when paying lump sums at the time of retirement. Therefore, the Union submits that the exit leave provision is reasonable for both parties and should be retained.

With respect to Section 18.09, the Union points out that this provision has been in place for the last thirty years. Again, it provides that if the Safety Director wants to pay out accumulated holivac time instead of having the employees taking it, the City has to pay double time.

ANALYSIS - After carefully reviewing the evidence presented regarding this issue, this fact-finder would recommend that the exit leave option provided for under Section 18.15 be deleted. Likewise, it follows that it would be reasonable as the City proposes to place a maximum accrual limit of three years for both selling back holivac at retirement and also for carrying over holivac from one year to another. The evidence showed that no other bargaining unit in the City of Findlay has such provisions. The police unit has a maximum accrual limit like that being recommended herein for carrying over holivac. It was also established that these particular provisions are not found in other firefighter contracts in neighboring jurisdictions. Therefore both internal as well as external comparisons support the modification to Section 18.01 and the deletion of the exit leave provision found in Section 18.15.

Moreover, it was shown that these two provisions, namely Section 18.01 and 18.15 have proven to be very costly for the City with respect to the Fire Department. The two provisions have cost the City several hundred thousands of dollars in pay out on exit leave. It was also shown that the exit leave provision has created administrative difficulties for the department. As indicated by the Fire Chief, the department's ability to staff and fund the operation of the Fire Department has been impacted by employees taking early exit leave. As the Chief indicated, employees have left six to nine months in advance of their retirement date pursuant to the exit leave provision. As a result, the department has open slots but is unable to fill the positions due to the fact that the employee is still being paid and occupying that position. It is apparent from the record that the exit leave provision has not worked well for the department and this provides an additional reason for deleting Section 18.15.

This fact-finder finds that the City failed to provide sufficient basis for the deletion of the double time payment provision for holivac found in Section 18.09. It was shown that this provision has been in the parties' Agreement for a considerable amount of time. As a result, this fact-finder would not recommend that there be any change in Section 18.09 of the Agreement.

RECOMMENDATION

It is the recommendation of this fact-finder that Section 18.01 be modified to provide for a maximum accrual limit of three (3) years for carrying over holivac. This

fact-finder would also recommend the elimination of the exit leave provision found in Section 18.15. However, Section 18.09 shall remain the same with no change.

HOLIVAC

Section 18.01 - Modify to place a three (3) year maximum accrual limit for both selling back holivac at retirement and also for carrying over holivac from one year to another.

Section 18.09 - Current language, no change.

Section 18.15 - Delete exit leave provision.

7. UNIFORMS

The City proposes to delete the station footwear provision found in Section 22.04. The Union opposes that change and proposes that there be a new provision which would provide for a payment of \$200 to employees for the purchase of miscellaneous equipment.

The City argues that it already spends thousands of dollars each year buying uniforms, turnout gear and the like for firefighters. The station footwear provision found in Section 22.04 requires the City to buy footwear for the firefighters simply for sitting around the station while they watch television and have dinner. Footwear for fighting fires and other emergency services are all provided to the employees over and above this particular provision. The City also notes that no other bargaining unit has this type of benefit and therefore it should be terminated.

The Union claims that there is no justification for the elimination of the station footwear provision. The Union indicated that in prior negotiations they made tradeoffs for obtaining the station footwear provision. The Union notes that it was for uniformity purposes at the station house that this particular provision was incorporated into the parties' Agreement. All firefighters wear the same footwear which are basically comfortable shoes while they are at the stations.

The Union also maintains that its proposal for an additional lump sum payment of \$200 to the employees for purchases of miscellaneous equipment is needed because

the employees may want to buy upgraded equipment. There are times when the purchase of such equipment is necessary for safety purposes.

ANALYSIS - This fact-finder would not recommend the elimination of the current station footwear provision. Based upon the testimony of firefighters, it appears that the station footwear which is provided by the City is well liked by the employees for their use around the station. While the Fire Chief indicated that he has had complaints from some firefighters regarding the shoes they must wear around the station, it does not appear that these complaints have created any kind of serious administrative problem for the department. There simply was insufficient basis established by the City for the elimination of the station footwear provision.

This fact-finder would not recommend the Union's proposal for an additional \$200 allowance to purchase miscellaneous equipment. As the City pointed out, it already spends a considerable amount of money each year in buying uniforms, turnout gear and other equipment for the firefighters. The Union's proposal would also increase costs at a time when the City is experiencing financial difficulties due to the economic recession. Moreover, it was shown that the department replaces safety equipment when necessary. Therefore, the evidence failed to show there is any justification for an additional uniform allowance as proposed by the Union for bargaining unit employees.

RECOMMENDATION

It is the recommendation of this fact-finder that the station footwear provision be retained with no change. It is also the recommendation that there be no new uniform allowance of \$200 to the employees as proposed by the Union.

UNIFORMS

Section 22.04 - Station Footwear - Current language, no change.

No New Uniform Allowance Provision as proposed by the Union.

8. TRAINING

The City proposes to eliminate the current provision which provides that an employee will receive straight time wages for attendance at voluntary training courses. The Union is opposed to any change in this provision. The Union also proposes a new section which would provide that any part-time employee be subject to the same minimum training requirements as bargaining unit members.

The City is opposed to paying employees for voluntary attendance at training courses when they are not working. This has resulted in employees signing up to take a training course on a day off and thereby requiring the Employer to automatically pay them for this time. Automatic payment for employees wishing to take voluntary training is not provided to any other bargaining unit in the City.

The Union contends that the current provision is reasonable. It simply requires that a firefighter will receive straight time wages for attendance at voluntary training courses. The Union also claims that it would be appropriate to have part-time employees be subject to the same minimum training requirements as full-time bargaining members. The City has indicated that it plans to employ part-time firefighters and therefore the Union's proposal should be adopted.

ANALYSIS - This fact-finder finds that there was insufficient basis established for changing the current Training Provision found in Section 29.03. That provision requires that a firefighter is to receive straight time wages for attendance at voluntary training courses. In effect, this provision obligates the City to pay firefighters who attend

training outside their regularly scheduled shift. The provision appears to be reasonable and should be retained.

As for the Union's proposal regarding training for part-time employees, this fact-finder must find that there was insufficient basis established for providing a new provision in the parties' Agreement for the training of part-time employees. Rather, it is apparent that any part-time employee hired by the City must meet the standards which are established by the State for firefighters. In effect, they would be subject to the same minimum training requirements as members of the bargaining unit. As a result, this fact-finder would not recommend the inclusion of a new provision pertaining to the training of part-time firefighters as proposed by the Union.

RECOMMENDATION

It is the recommendation of this fact-finder that current Section 29.03 be retained with no change. That provision requires that a firefighter receives straight time wages for attendance at voluntary training courses. This fact-finder would not recommend a new provision pertaining to the training of part-time employees as proposed by the Union.

TRAINING

Section 29.03 - Current language, no change.

No new provision as proposed by the Union regarding training of part-time employees.

9. DURATION

The Employer proposes a one year Contract from January 1, 2011 to December 31, 2011. The Union proposes a three year Contract through December 31, 2013. The current Agreement expired on December 31, 2010. The City argues that it is not in a good financial position to agree to a long term Contract. It notes that its revenues have fallen and that the one thing that has kept the City afloat is that the tax payers voted for a one-quarter percent increase for five years. Furthermore, the State is in the process of cutting aid to municipalities. Given the City's economic duress, it would be totally inappropriate to have a long term Contract which would extend some of the excessive benefits which this bargaining unit has been receiving.

The Union submits that the parties have always had a three year Contract. The Union disputes the City's claim that due to the financial difficulties facing the City it would be inappropriate to have a long term commitment such as a three year Agreement. Rather, the Union submits that the City's economic situation has seen improvement for the first five months of the current year. The one-quarter percent tax increase also will not expire until 2013. While there may be some uncertainties regarding future State aid, it is apparent that the City is in the position to cover the cost associated with the three year Agreement.

ANALYSIS - This fact-finder would recommend that there be a two year Contract. This is the same as the two year agreement which the City had for 2009-2010

with the police unit. There was no justification established by the City for only a one year Agreement. While the City is experiencing some financial difficulties, it was shown that its year-end General Fund cash balance for 2011 is expected to be about 1.8 million dollars. The one-quarter percent income tax increase recently enacted will continue to provide revenue up until the year 2013. Therefore, there is every indication that the City has the ability to enter into a two year Agreement.

With respect to the Union's request that there be a three year Agreement, this fact-finder finds that such a three year Agreement under the circumstances presented in this case would be inappropriate. As previously discussed, the City will be facing serious financial uncertainties after the end of 2012. The recently enacted one-quarter percent income tax will be expiring in 2013 and will have to be voted upon again by the residents. Moreover, State budget cuts will undoubtedly be quite severe over the next two years. Therefore considering the financial uncertainties facing the City beyond the end of year 2012, this fact-finder finds that it would be inappropriate for the parties to enter into a long term commitment under a new three year Agreement. Rather, it would be more reasonable given the financial uncertainties facing the City to have a two year Contract which would allow the parties to come back to the bargaining table towards the end of 2012 when they will be in a better position to assess the City's finances at that time.

RECOMMENDATION

It is the recommendation of this fact-finder that that there be a new two year Agreement.

DURATION - Two (2) year Agreement from January 1, 2011 through December 31, 2012.

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June 17, 11 3pm

June 15, 2011

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RE: Case No. 10-MED-09-1191
City of Findlay
-and-
International Association of Fire Fighters, Local 381

Dear Mr. Keith:

Enclosed herewith is a copy of my fact-finder's Findings and Recommendations in the above referred to matter.

Thank you.

Very truly yours,

James M. Mancini
James M. Mancini

JMM:em
Enclosure

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