

OHIO STATE EMPLOYMENT RELATIONS BOARD  
IN THE MATTER OF FACT-FINDING BETWEEN

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INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS LOCAL 325, UNION

and

11-MED-03-0554

CITY OF FOSTORIA, EMPLOYER /

**PRESENTED TO:**

J. Russell Keith- Administrator,  
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And

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**Before Fact Finder: Betty R. Widgeon  
Introduction**

This Fact Finding arises pursuant to the Ohio Revised Code Section 41117.14 between the International Association of Firefighters Local 325 (Union) and the City of Fostoria (Employer or the City). The report of Betty Widgeon who was selected as Fact Finder is issued below. The Fact

Finder initiated pre-hearing communication with counsel, and she received prehearing statements from each party via electronic transmission on October 28, 2011. In compliance with the Ohio Public Employee Bargaining Statute Rule 4117-9-05, representatives for the parties met with the Fact Finder for the hearing on October 31, 2011 at the City of Fostoria Fire Department, located at 233 West South Street, Fostoria, Ohio 44830.

The parties disclosed their prior attempts at mediation, and were not of the disposition to attempt further mediation. The parties summarized their positions and presented testimony, arguments, and exhibits in support. At the conclusion of their presentations, the parties waived the statutory time for receipt of the Fact Finder's report. This report is submitted on December 28, 2011 at the time and in the manner (via email attachment) stipulated to by the parties.

**Attendees:**

For the International Association of Firefighters Local 325:  
Michelle T. Sullivan, Esq  
Warren Digby, F.F.-Lieutenant, Local 325 Negotiating Team  
Brian Herbert, F.F./Lieutenant, Local 325 Negotiating Team  
Jason Root, Local 325 President

For the City of Fostoria  
John Krock, Vice President and Secretary of Clemens Nelson  
James F. Schreck, SSD City of Fostoria  
Keith Loreno, Fire Chief

**Background**

Fostoria is located in Seneca, Wood, and Hancock counties. Its population is approximately 13,400. The current negotiations involved the City of Fostoria and the International Association of Firefighters, Local 325 for all full-time firefighters, fire lieutenants, and fire captains. At the time of the Fact Finding hearing the bargaining unit consisted of 18 members. Prior to the Fact Finding hearing the parties reached tentative agreement on the following issues:

1. NEW Article: Classification of Service Rules and Regulations (withdrawn by the City).
2. Article 2: Non-Discrimination
3. Article 4: Union Business
4. Article 6: Discipline (withdrawn by City)
5. Article 11: Funeral Leave

6. Article 12: Injury/Contagious Disease Leave
7. Article 13: Insurance (withdrawn by City)
8. Article 15: Vacations
9. Article 16: Military Leave
10. Article 21: Labor-Management Meetings
11. Article 22: Uniforms and Personal Property
12. Article 25: Paternity Leave
13. Article 28: Promotions
14. Article 31: Family and Medical Leave (withdrawn by City)

The following issues remain unresolved between the parties:

1. Article 5: Probation Periods
2. Article 9: Hours of Duty/Work Week/Overtime
3. Article 10: Sick Leave
4. Article 14: Holidays
5. Article 15: Vacations
6. Article 19: Longevity (Agreement reached at F F hearing)
7. Article 30: Acting Lieutenants Pay
8. Article 32: Layoff & Recall
9. Article 33: Duration of Agreement
10. Article 38: Schooling and Training
11. Article 39: EMS Incentive
12. Appendix A- Wage Rates

### **Criteria for the Fact Finder**

The following findings and recommendations are offered for consideration by the parties. They were arrived at pursuant to the parties' mutual interests and concerns, and they are made in accordance with the all arguments, positions, and data submitted. They are also made in consideration of the following statutory criteria as set forth in Rule 4117 9 05 of the Ohio Administrative Code:

1. Past collectively bargained agreements, if any.
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 standards of public service.
4. The lawful authority of the public employer.
5. Any stipulation 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 private employment

The tentative agreements of the parties are hereby incorporated by reference into this report as recommendations. In addition, unless the Fact Finder has recommended a change in the language of the last agreement, or the parties have tentatively agreed to a change, the Fact Finder recommends that the language of the last agreement be retained.

### **Position of the Parties**

#### **The Union's Position**

The Union feels that over the past decade, the Fostoria Firefighters have borne the brunt of the City's cuts. It points to the fact that in 2004 there were 26 full-time firefighters. Budget cuts resulted in the numbers being steadily reduced since that time to 22 full-time equivalent firefighters in 2006, including the fire chief. Bargaining unit members did not take previously negotiated pay raises and clothing allowances for 2004 and 2005. To their further credit, firefighters spearheaded a successful campaign for a one-half percent levy to support safety forces. Their base pay rates have been frozen since 2008, yet other city employees have seen pay increases during those years.

The Union stresses that in 2009, in an effort to prevent further layoffs the firefighters declined a pay raise of 3%. Nevertheless, 8 additional firefighters have been laid off since then and three additional positions, which were vacated through attrition, have not been filled. Consequently, the firefighters run short-staffed, with the ability to have only three people on duty at a time. The union underscores that safety guidelines state that a four-person shift minimum is more appropriate. It notes that additional firefighters have been laid off, while at the same time, the department's run volume has increased. While making these concessions, the Union underscores that the fire department employees spearheaded a campaign in 2010 to reallocate two one-half percent levies to further help fund safety operations.

## **The City's Position**

The City expresses its appreciation of the Union members' service to the City and its citizens. However, it maintains that it has been more than considerate, fair and generous, and it asserts that the City cannot afford the pay and benefits provided for under the agreement. It emphasizes that the wages and benefits of this Union's members are greater than almost all [wages of firefighter Union members of] comparable cities as well as larger cities. It summarizes that its research shows that employees in this bargaining unit work fewer days than any other fire department in Ohio. Firefighters actually work 13-16% fewer days than firefighters of Cleveland, Columbus or Cincinnati.

Like most firefighter departments, Fostoria's firefighters work 24-hour shifts. This averages out to 56 hours per week. Since Federal law mandates that overtime be paid for hours worked by firefighters which exceed 53 hours per week, the city of Fostoria along with other cities, have satisfied this requirement by inserting duty days off, [normally called Kelly days/ which are split between each work period. The current agreement calls for employees to work a 51-hour workweek. This results in the firefighters receiving 11 Kelly days off. The City states that if each firefighter worked those 11 days instead, the equivalent would be that of 1½ times more full-time firefighters. Thus, as a way to meet this challenge, the City is proposing a fifty-six hour workweek and no Kelly days. Instead, firefighters would be compensated for 3 hours overtime each week. It concludes by referencing that its General Fund has declined each of the last 5 years from \$8,655,785 in 2007 to a projected \$6, 501,611 for 2011.

## **Discussion of Outstanding Issues And Recommendations**

### **ARTICLE 5: PROBATION PERIODS**

#### **City Position**

The City proposes new language that would require current employees to obtain an Ohio Emergency Medical Technician (EMT) Certification by January 1, 2013. At this point, both of the two Captains have only Emergency Medical Responder (EMR) Certifications. The State requires at least two EMTs on duty and two EMTs responding in each ambulance. Thus, the City reasons, should an emergency medical call occur when one of these Captains is on duty, the City would be required to call an EMT and/or paramedic in to work overtime to be in compliance with State standard.

#### **Union Position**

The Union proposes a flexible time frame and concerted effort on the part of both the City and the Captains for obtaining EMT certification. Its proposed language reads: *All present employees shall be required to enroll in an Ohio Emergency Medical Technician Certification program as soon as practicable after the effective date of this agreement and shall make a diligent effort to complete said program and obtain the EMT certification. The affected employees and Chief will work together to fashion a schedule for obtaining the EMT Certification, balancing interests of the individual employee's scheduling availability and the City's resources.*

#### **Recommendation of the Fact Finder**

At the hearing the Fact Finder inquired into the average number of occurrences when the City had been required to call in an EMT employee to meet State requirements as anticipated in the City's scenario. The parties indicated that these instances had occurred infrequently. The Fact Finder also received testimony that on several occasions the EMT training had been scheduled, but then canceled by the City for various reasons.

The Fact Finder believes that both sides acknowledge that the EMT training by current and future employees is important and could well result in an economic savings. Thus far, mutually convenient scheduling has posed a problem. The Fact Finder recommends, in part, the language of the City with respect to new hires should be: Any newly hired employee will be required to successfully complete an Ohio State Paramedic Certification **within two years**. The Fact-Finder also recommends the more flexible timeline with respect to current employees, and therefore recommends the Union's proposal with the following added window timeframe: *All present employees shall be required to enroll in an Ohio Emergency Medical Technician Certification program as soon as practicable after the effective date of this agreement and shall complete said program and obtain the EMT certification by May 31, 2014. The effected employees and Chief will work together to fashion a schedule for obtaining the EMT Certification, balancing interests of the individual employee's scheduling availability and the City's resources.*

## **ARTICLE 9 HOURS OF DUTY/WORK WEEK/OVERTIME**

### **City Position**

Under **section 9.1**, the City proposes to increase the normal work week hours of firefighters from 51 to 56, which would result in firefighters working 72 hours every nine days. Employees would be paid overtime for the hours exceeding 68 hours in a nine-day period. The City also proposes (under **section 9.2**) that employees be paid time and a half for all hours worked in excess of 212 during each 28 day work period. Currently employees are paid at a 40 hour rate and double time for all hours worked on Sundays, holidays and more than three hours worked on an emergency call-in. With respect to **call-ins (section 9.3)**, the City is proposing that call-ins for EMS runs would be a minimum of 2 hours and all call-ins be paid time and a half, instead of double time for call-ins over 3 hours. Additionally, the City proposes to modify the language in **section 9.6**. Currently, the Captains are required to meet with the Fire Chief quarterly. If one or both Captains is off duty at the

time of the scheduled meeting, the City is required to call-in the off duty employee(s) for the meetings. The City is proposing that this meeting be discretionary. With respect to holdover overtime (**section 9.7**), currently employees are paid time and a half for the first 3 hours and double time for all hours thereafter. Holdovers on a Sunday or Holiday would also receive double time pay. The overtime rate is based on 40-hour rates. The City proposes that employees be paid time and a half for all holdover overtime. Respecting the language currently placed in Article 15, section 15.2, the City is proposing that said language be moved to **section 9.8**. Finally, the City proposes the use of part-time employees in bargaining unit positions to reduce the cost of overtime. The proposed **section 9.9** language would read: *The parties recognize the City's right to use part-time employees in bargaining unit positions.*

#### **Union Position**

The Union proposes current language under this Article. In support, it points out that the current 51 hour work-week was negotiated in 2010 in exchange for employees assuming increased health care contribution, and that a proposal as drastic as the City's must come as a result of a bargained-for exchange.

#### **Recommendation of the Fact Finder**

The Fact Finder notes that the changes negotiated in bargaining that brought the parties to the current 51-hour work week took place gradually. Conversely, changes proposed by the City in one fell swoop are sweeping, both in light of the parties' recent bargaining history and data presented by the parties. The Fact Finder does not find a compelling rationale for such drastic change at this time. Therefore, the Fact Finder recommends no change to the current language of Article 9.

## **ARTICLE 10: SICK LEAVE**

### **City Position**

The City proposes (**section 10.1**) to pay one-half of the employee's unused annual accrual of sick leave based on the 2912-hour rate. The City's rationale for his change is that it won this issue at Conciliation with the City's Police Department this year, and this is the language in the Police Agreements. The City proposes current language for sections 10.2, 10.3, 10.4, 10.5, 10.6 and 10.7. It proposes a new Fitness of Duty Examination, (**section 10.8**), which would allow the City to send an employee for a fitness for duty examination paid for by the City.

### **Union Position**

The Union proposes that the current language (**section 10.1**) remain the same with respect to current employees (those hired prior to the execution of this agreement). In accord with this proposal, the Union seeks additional language to the current **section 10.6**. The proposed additional language seeks to clarify that the liquidated sick pay payments for employees *who are hired prior to the execution date of this agreement* would remain under plan of 50% of any accumulated but unused sick leave—to a maximum of 960 hours [or] 480 hours pay. The Union's rational for its positions regarding 10.1 and 10.6 is that they represent a fair compromise. It contends that existing employees have banked their sick leave hours for many years in reliance on the existing conversion rate for retirement. The Union proposes current language for sections 10.2, 10.3, 10.4, 10.5 and 10.7. With respect to the proposed new **section 10.8**, the Union asserts that the City already has the ability to have employees examined when they are unable to perform the essential duties of the job, pursuant to the State Administrative Code. It expresses concern for potential abuse and points out that the City has not demonstrated that fitness for duty has been a problem in the past.

### **Recommendation of the Fact Finder**

As to sections 10.1 and 10.6, the Fact-Finder is sympathetic to both the City's interest in reigning in sick leave cash-out costs and the Union's concern for the long-term reliance of current employees. Given testimony presented at the hearing in light of the factors she is required to consider, the Fact Finder finds that limit of one-half of the employee's unused annual accrual of sick leave is a reasonable measure to assist with the burden on the City. At the same time, aside from a proffered link generally to the City's ability to pay, the Fact Finder heard no cogent rationale for the payment to be based on the 2912 hourly rate. Therefore, the Fact Finder recommends that the payout rate remain as it is currently. The Fact Finder recommends current language for section 10.1 with addition of the Union's proposed modification in paragraph 2 limiting benefit to employees hired prior to the signing of this Agreement. With respect to sections 10.2 thru 10.5 and 10.7, she recommends current language. The Fact Finder recommends the Union's proposed language for section 10.6. The Fact Finder is not persuaded that the weight of the evidence supports of the City's proposed **section 10.8**, and therefore, she does not recommend this proposed addition.

### **ARTICLE 14: HOLIDAYS**

#### **City Position**

The City proposes to modify the current language to provide that firefighters get paid only their regular rate of pay when working a holiday; further, it proposes to delete section 14.2(c) which allows employees with 22 years of service to cash-in 5 holidays per year. The City's rationale is that employees already receive 15 twenty-four hour shifts off for the payment of all holidays and that the City won this issue at Conciliation with the Police Department. Police employees receive their regular pay when working a holiday and the option of taking another day off in lieu of holiday pay. Moreover, the City reports that none of the other 13 cities [it] surveyed provides 15 days off for firefighters.

### **Union Position**

The Union proposes the current language with respect to **section 14.2**. Its rationale is that both the firefighters and police must operate on a 24 hour a day, seven days a week basis. When firefighters work a holiday, they work the entire 24-hour period for the holiday, and spend that entire time away from their families. Moreover, firefighters already receive a lower rate of holiday premium pay for working holidays than do police officers. The Union also questions the City's proposal to eliminate **section 14.2(c)**, and labels the City's view here as inconsistent with the position it took throughout negotiations of wanting more employees on the job. The Union underscores that, by giving employees the option to receive pay for holidays they do not take, ultimately those employees are on the job during those days.

### **Recommendation of the Fact Finder**

The Fact Finder notes that at the hearing, the two sides appeared to be operating with different information about the Conciliator's decision on this issue between the City and the Police department. I did not receive persuasive evidence on this issue. Therefore, no change is recommended for **section 14.2 a, b, or c**.

## **ARTICLE 15: VACATIONS**

### **City Position**

The City proposes to define a week's vacation as 7 consecutive days and delete the number of duty days off. Its rationale is that with a 51 hour workweek, employees are currently only scheduled to work an average of 2.13 days per week, yet they receive three duty days off for each week of vacation. The City proposes to delete **section 15.3** (Work Option), which allows employees with 22 years of service to cash-in 3 weeks of vacation. The City further proposes to pay all benefit time upon retirement at the 56-hour rate of pay. The City and the Union are in agreement to move the current **section 15.2 paragraph 2** to Article 9.

**Union Position**

The Union proposes current language. It points out that the City's proposal results in reducing the amount of vacation firefighters can earn by more than half and misses the point that a firefighter's 24 hour workday is worth three of everyone else's 8 hour work days.

**Recommendation of the Fact-Finder**

The Fact Finder recommends the current language is section 15.1 and 15.3, and 15.6 and movement of section 15.2 paragraph 2 to Article 9, section 9.8,

**ARTICLE 30: ACTING LIEUTENANTS PAY****City Position**

The City proposes to delete this entire article. Its rationale is that the current contract requires the City to have a Captain or Lieutenant on duty at all times. It sees no need for a senior firefighter to be paid Lieutenant's pay anytime the Lieutenant is absent, even when a Captain is on duty.

**Union Position**

The Union proposes current language for this article. Its rationale is that when a Captain or regular lieutenant is attending to administrative duties, the acting lieutenant will go out on calls to supervise the scene.

**Recommendation of the Fact Finder**

The Fact Finder recommends deletion of Article 30. In making this recommendation, the Fact Finder has focused both on the effect of this adjustment on the normal standards of public service and the interest and welfare of the public.

**ARTICLE 32: LAYOFF & RECALL**

**City Position**

The City proposes to eliminate the reasons for a layoff in **section 32.1**; instead, it proposes language stating that the Employer will determine when layoffs are necessary. Its rationale for this change is that this is a basic management right. It further proposes changes in the language of **section 32.2** to allow it to lay off by classification instead of being restricted to laying off the least senior employee. Its rationale is that the current language can prohibit layoffs of supervisors proportionate to the number of subordinates. Finally the City proposes to delete **section 32.8**. Its rationale is that it needs to be able to supplement the work force with part-time to eliminate expensive overtime and, if the SAFER grant is not renewed in March 2013, and revenue does not increase substantially, the City will again have to lay off full-time employees. Thus, being able to use part-time employees is crucial to community safety.

**Union Position**

The Union proposes current language for this article. Its rationale is that the City has presented no evidence that the current language hinders its ability to lay off employees; that eliminating objective criteria unnecessarily opens up the process to abuses of discretion; and that no other agreement that the City has with other Unions allows this degree of discretion with respect to layoffs.

**Recommendation of the Fact Finder**

The Fact Finder recommends current language with respect to **section 32.1**. No representations or evidence have been presented to indicate that the City has experienced any difficulty effecting layoffs under the current language. The Fact Finder recommends the changes proposed by the City with respect to **section 32.2**. The City's rationale for deleting **section 32.8** is

too speculative and precarious to support its position at this point. The Fact Finder recommends that the current language be retained with respect to **section 32.8**.

**ARTICLE 33: DURATION OF AGREEMENT**

**City Position**

The City proposes that the Agreement expire on December 31, 2012. Its rationale is that the SAFER grant will end March 31, 2013. When the grant ends, the City does not anticipate it will have the financial resources to fund the 8 firefighter positions the grant currently funds. Therefore, it feels that it would be better for the City, the employees and the Union to conduct negotiations prior to this grant ending.

**Union Position**

The Union proposes a two-year contract, which would remain effective through May 31, 2013. Its rationale is that this would allow the bargaining unit to remain on the same bargaining cycle as OPBA bargaining units and the AFSCME unit, whose contracts expire in 2013.

**Recommendation of the Fact Finder**

Although there is certainly some concern about the drying up of the funding grant, playing to that possibility as an absolute inevitability this far in advance may actually serve to spur more chaos than necessary or desired. The Fact Finder recommends a two-year agreement (through May 31, 2013) in the interest of the parties achieving a measure of stability.

**ARTICLE 38: SCHOOLING AND TRAINING**

**City Position**

The City proposes the addition of language in **section 38.6** allowing it to provide online Continuing Education Credits and/or on-site training in order to reduce costs. It also proposes eliminating the last sentence of the section, which currently allows employees to carry over to the

next year hours used above the allotted hours into the next year. Its rationale for this deletion is to avoid bookkeeping difficulties.

### **Union Position**

The Union proposes current language. It questions the wisdom of changing language that was so recently added. Additionally, the Union expresses some skepticism respecting the practicability and effectiveness of the training online and onsite training proposed by the City.

### **Recommendation of the Fact Finder**

The City's proposal involves the firefighters maintaining the current number of hours they need in order to keep within their certification requirements. The proposal to save money through use of online and onsite trainings appears a reasonable and equivalent alternative. The hours are subject to any Ohio Certification Requirements changing. The Fact Finder recommends the City's language with respect to **section 38.6 paragraph 2**. With respect to the last sentence, the Fact Finder notes carryover requires approval from the Fire Chief. Without the Chief's approval, the provision is a moot point. Nonetheless, the Fact Finder will not recommend deletion of a provision previously bargained for by the parties solely based on the ground that it "is a bookkeeping problem."

## **ARTICLE 39: EMS INCENTIVE**

### **City Position**

The City proposes to eliminate the 2% supplement for first responders, since it has proposed that all current employees and new hires will obtain their EMT certification. It further proposes to eliminate the percentage payment for the listed required certifications and replace them with lump sum payments. Its rationale is that this change is more than fair when compared with comparables.

### **Union Position**

The Union proposes current language on this Article. Its rationale is that the City is paying for a skill set. This incentive has existed in the agreement for many years in its present form, and if it is reduced in the manner the City is proposing the employees will see a significant pay reduction. The Union points out that the certification allows the City to run its own ambulance service and thus, it provides an important source of funding revenue, generating over 300,000 per year-city gets a return on the investment.

### **Recommendation of the Fact Finder**

The City did not refute or contradict the Union's representation regarding the firefighters' certifications directly leading to an important source of revenue for the city. It is standard practice for departments to compensate employees for having EMT certification. Again, viewing the evidence and materials presented against the backdrop of the required criteria, the Fact Finder finds that the current language is appropriate and recommends current language for **section 39**

## **APPENDIX A— WAGE RATES**

### **City Position**

The City proposes current annual wages, stating that it is financially unable to provide any pay increase for the firefighters. The City points out that the 1.5% increases the Union is seeking for 2012 and 2013 would cost \$52,200, and stresses that, while this may not seem like a lot of money, given the City's current financial situation, it is a substantial deal. It references decreases in revenue and asserts that it must continue to ardently seek reductions and savings by concessions through every bargaining unit. The IFFA received 0% increases for 2009, 2010 and 2011. The City underscores that the non-bargaining unit employees also received 0% increases for those years, as well as for 2012. Its proposal eliminates the weekly rate of pay and replaces it with the new 2912 (56 hours per week) hourly rate. It also eliminates the platoon shift factor (\$15).

### **Union Position**

The Union proposes a 1.5 percent increase for 2012 and a 1.5 percent increase for 2013. Its rationale is summarized thusly: bargaining unit members have not received a general wage increase since 2008; they have paid increases on health insurance costs; other unionized City employees have received pay increases each year. The Union is skeptical of the City's claim that it can afford no wage increase and questions several of the City's expenditures as well as the timing of them.

The Union makes particular comparison to its bargaining unit members and the OPBA, pointing out that OPBA received moderate increases from the City while the IAFF was at zero. Moreover, even when the OPBA took a \$1 reduction, that reduction was only temporary. The Union decries the vast difference between the compounding effect of percentage increases over the term of an employee's career and the polar opposite when there are a string of years of 0% increases. The Union also makes an insightful comparison that when the guaranteed overtime [resulting from the OPBA's 2011 conversion to 12 hour shifts] is taken into account, the effect is the equivalent of a 6% raise for police officers during 2011.

### **Recommendation of the Fact Finder**

Both the City and the Union independently presented data comparing Fostoria firefighter wages with wages of firefighters of other cities that each side deemed to be comparable. The cities of Norwalk and Fremont appear on both lists. Interestingly, the lists reveal the same information: wages for beginner firefighters in Fostoria fall between \$8100--\$12, 900 below Norwalk and Fremont on each list.

The City spent a lot of time at the hearing focusing on the fact that some Fostoria bargain unit members take home pay exceeds that of certain city officials. Additionally, it gave as a rationale in several instances that it has received from other bargaining units concessions identical

to what it is proposing with this Union. However, no detail is provided regarding the consideration those other units received in return.

During the presentation and discussions regarding ability to pay, the Union offered reports on the slight but steady economic improvement in Hancock, Seneca and Wood counties as reflected in declining unemployment rates. It also questioned the City’s continued position on reciprocity tax, which could provide additional income to the City. The City indicated that such a move could possibly result in a backlash. Based on the data reviewed from the parties on this issue of ability to pay, the Fact Finder believes that there is some ability to pay a modest wage increase at this time. Therefore, the recommendation is as follows: a 1½% wage increase for 2012 and a 1½% increase for 2013.

Respectfully submitted and issued this 28<sup>th</sup> day of December 2011.



Betty R. Widgeon

**Certificate of Service**

I, Betty R. Widgeon hereby certify that a true copy of the foregoing Fact Finder’s Report was served by electronic mail via email attachment at 11:08 am EST upon MICHELLE T. SULLIVAN, ESQ., Allotta Farley & Widman Co., L.P.A., Representative for the Union, 2222 Centennial Road, Toledo, Ohio 43617, Email: [msullivan@afwlaw.com](mailto:msullivan@afwlaw.com), and JOHN KROCK, Vice President, Clemans Nelson & Associates, Inc., Representative for the Employer, 6500 Emerald Parkway, Suite 100, Dublin, Ohio 43016-6235, Email: [jkrock@clemansnelson.com](mailto:jkrock@clemansnelson.com), and upon the Ohio State Employment Relations Board (via **J. Russell Keith- General Counsel, Bureau of Mediation State Employment Relations Board, 65 East State Street, Suite 1200, Columbus, Ohio 43215-4213**) by first class mail, this 7<sup>th</sup> day of March, 2011.



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**Betty R. Widgeon, Fact Finder**