

**RECOMMENDATION**

**3. VACATION – ARTICLE XII – SECTION 1**

Considerable vacation time was submitted by the union. Fifteen years was the amount of service used by four cities to achieve five weeks or more of vacation. Six or more weeks of vacation were available after twenty years in two cities. After twenty or more years, seven and one-half weeks of vacation are available in four communities.

The request of the union is even less generous than the vacation program of the cities that were reviewed.

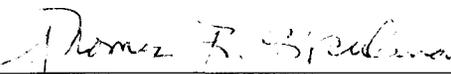
I am recommending as a fact-finding, that the requested extent of vacation for employees of fifteen years of service and for twenty years be accepted in the present CBA.

After 15 years of service, 5 weeks length of vacation.

After 20 years of service, 6 weeks length of vacation.

**SERVICE**

Copies of this report have been sent by e-mail this 7<sup>th</sup> day of June, 2016, to Marc J. Bloch at [mbloch@walterhav.com](mailto:mbloch@walterhav.com); Thomas M. Hanculak at [tmhanculak@aol.com](mailto:tmhanculak@aol.com) and to SERB at [MED@serb.state.oh.us](mailto:MED@serb.state.oh.us).

  
\_\_\_\_\_  
THOMAS R. SKULINA  
FACT-FINDER

Dated: June 7, 2016

The patterns in this city have utilized the same percentages for wage increases for all its bargaining units.

**2. ARTICLE XIII – HOLIDAYS - SECTION 4**

**Section 4:** Limits the reopener to Section 4.

**Section 4:** All holiday leave not taken prior to December 1<sup>st</sup> of each year up to a maximum of seventy-two (72) hours, nor scheduled to be taken prior to the end of each year, shall be compensated in cash money in the first pay period of December, and such payment shall be separate and distinct from any other regular compensation to be received.

**RECOMMENDATION**

**2. HOLIDAYS – ARTICLE XIII – SECTION 4**

I do not consider the submission of the union to be reviewable since it is not directed to the language of Section 4.

**3. ARTICLE XII – VACATION – SECTION 1**

**Section 1:**

<b><u>Years of Service</u></b>	<b><u>Length of Vacation</u></b>
After 1 Year	2 Weeks
After 5 Years	3 Weeks
After 10 Years	4 Weeks
After 18 Years	5 Weeks

“After 15 years of service, 5 weeks length of vacation”, sought by union.

“After 20 years of service, 6 weeks length of vacation”, sought by union.

**REOPENER**

In Appendix A of the CBA, the following language states:

Wage, Holiday Time Cash Out, and Vacation Leave Reopener in 2015 and 2016 Compensation (Article XIV - Section 1), percentages only; Holidays (Article XIII - Section 4) and Vacation (Article XII - Section 1).

**1. ARTICLE XIV – COMPENSATION - SECTION 1**

**Section 1:** Limits the reopener to the “purposes of wage increases”.

The employees seek a three percent increase effective January 1, 2016 and a three percent increase effective July 1, 2016.

The city proposes a two percent increase effective January 21, 2016.

There are six bargaining units in the city. Five settled for a two percent wage increase, which extends to the year of the reopener, 2016.

**RECOMMENDATION**

**1. ARTICLE XIV – COMPENSATION – SECTION 1**

To award this unit with a one percent increase for 2016, the city places itself in the position that it would have to grant the same increase to the others. According to the city’s brief, this would add costs of \$640,000.00 to the city. This cost would occur after a negotiated rate of pay initially by all six bargaining units.

There is not enough evidence to warrant a fact-finder to set aside the agreements made with six units.

Negotiations and bargaining when all units anticipate three years is the sites where disparity in the firefighter’s wages among the various nearby communities should be addressed as opposed to a reopener for the third year of this contract.

The union on behalf of its members seeks for a higher rate of pay increase for the last year of the three year CBA than agreed upon by five other bargaining units of the city.

Through considerable statistics, it indicates the city pay its firefighters and paramedics less than six other cities in the county, and its lieutenants less than seven cities there is a problem in altering the two percent wage increase agreement at this juncture.

**STATE OF OHIO STATE EMPLOYMENT RELATIONS BOARD**

**RE: CITY OF BROOK PARK (City/Employer)  
and  
BROOK PARK FIREFIGHTERS  
ASSOCIATION, LOCAL 1141 IAFF (Union/Employee)  
CASE NO.: 2015-MED-10-1185**

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

**INTRODUCTION**

The undersigned was duly appointed by SERB by letter dated February 24, 2016 to serve as Fact-Finder in this matter. A Mediation Hearing was held on March 16, 2016 at The City of Brook Park City Hall and a Fact-Finding Hearing was held on May 10, 2016. The employer was represented by Marc J. Bloch of Walter & Haverfield LLP and the union was represented by Thomas M. Hanculak of Diemert & Associates Co., L.P.A. Pre-Hearing Statements were submitted by both parties and Briefs were exchanged and received on May 24, 2016.

**ISSUES**

This matter involved a reopener of three matters in the final year of a three year contract.

These involved (1) Compensation, CBA Article XIV; (2) Holidays CBA Article XIII; and (3) Vacation CBA Article XII.

There was also an issue of health care raised but this issue was not covered in the Reopener and therefore, I will not address this issue.

The parties had indicated that there were three issues to be addressed and both agreed to the boundaries of the fact-finder's review.

Case Number: 2015-MED-10-1185 Case Number: \_\_\_\_\_ Case Number: \_\_\_\_\_  
 Case Number: \_\_\_\_\_ Case Number: \_\_\_\_\_ Fact-finding Report  Conciliation Award   
 Employer Name: City of Brook Park County: Cuyahoga Neutral: Thomas R. Skulina, Esq  
 Employee Organization: Brookpark Date Issued: 06/07/16 # of Issues 3 FF/XXXXXXXXXX  
 internal entry only BU: Firefighters Employee Type: \_\_\_\_\_ Employer Type: \_\_\_\_\_

ISSUE	PAGE
Assignment/Reassignment. ....	_____
Attend/Sick Leave Bonus. ....	_____
Bargaining Unit Work. ....	_____
Breaks/Meal Time. ....	_____
Civil Service Reference. ....	_____
Class Size. ....	_____
Compensatory Time. ....	_____
Differential (CHECK ONE)	
Rank <input type="checkbox"/> Shift <input type="checkbox"/>	_____
Discipline. ....	_____
Drug Testing. ....	_____
Duration. ....	_____
Education Stipend. ....	_____
Employee Rights. ....	_____
EMT/Paramedic Certification. .	_____
Evaluation/Merit Pay. ....	_____
Fair Share. ....	_____
FMLA. ....	_____
Grievance Procedure. ....	_____
Hazard Pay. ....	_____
Holidays. ....	<u>3</u>
Hours of Work. ....	_____
Injury Leave. ....	_____
Insurance. ....	_____
Interim Bargaining. ....	_____
Job/Shift Bidding. ....	_____
Layoff/Recall. ....	_____
Leaves. ....	_____ <i>Specify Which</i>
<i>Funeral, Union, Add'l Holiday, Personal Lv, Court</i>	
Licensure/Certification. ....	_____
Longevity. ....	_____
MAD. ....	_____
Management Rights. ....	_____
Me Too Clause. ....	_____
Minimum Staffing. ....	_____
Call-In/Call-out. ....	_____
Outside Employment. ....	_____
Overtime. ....	_____
Paid Time Off (PTO). ....	_____
Parking. ....	_____
Pension Pick-up. ....	_____
Personnel File. ....	_____
Physical Fitness. ....	_____

ISSUE	PAGE
Probationary Period. ....	_____
Promotion. ....	_____
Recognition. ....	_____
Residency. ....	_____
Retirement Incentive. ....	_____
Retroactivity. ....	_____
Reopener Clause. ....	_____
Rules and Regulations. ....	_____
Seniority. ....	_____
Sick Leave. ....	_____
Sick Leave Severance. ....	_____
Signing Bonus. ....	_____
Special Assignment. ....	_____
Stand-By Pay / On-Call. ....	_____
Sub-Contracting. ....	_____
Tool Allowance. ....	_____
Training/Tuition. ....	_____
Uniform Allowance. ....	_____
Vacancies. ....	_____
Vacation Leave. ....	<u>3 &amp; 4</u>
Wage. ....	<u>2</u>
Wage/Pay Step. ....	_____
Working Conditions. ....	_____
Zipper Clause. ....	_____

<u>Please list issues not found above</u>	Page
Issue #1 <u>Holiday Submission</u> Not	<u>3</u> In Reopene
Issue #2 _____	_____
Issue #3 _____	_____
Issue #4 _____	_____
Issue #5 _____	_____

<u>PERCENT WAGE INCREASE PROPOSALS</u>	Increase Date
Employer % WAGE Increase. ... <u>2</u> %	<u>2016</u>
Employer % WAGE Increase. ... _____ %	_____
Employer % WAGE Increase. ... _____ %	_____
Union % Wage Increase. .... <u>2</u> %	<u>2016</u>
Union % Wage Increase. .... _____ %	_____
Union % Wage Increase. .... _____ %	_____
Neutral's % wage Increase. .... <u>2</u> %	<u>2016</u>
Neutral's % wage Increase. .... _____ %	_____
Neutral's % wage Increase. .... _____ %	_____

THOMAS R. SKULINA  
ATTORNEY AND COUNSELOR AT LAW

24803 DETROIT ROAD  
UNIT 8  
WESTLAKE, OHIO 44145  
tskulina@sbcglobal.net

TELEPHONE  
(440) 899-1911  
FAX  
(440) 899-1625

June 7, 2016

State Employment Relations Board  
65 East State Street  
12<sup>th</sup> Floor  
Columbus, Ohio 43215-4213

ATTN: DONALD M. COLLINS – ([MED@serb.state.oh.us](mailto:MED@serb.state.oh.us) via e-mail)  
GENERAL COUNSEL

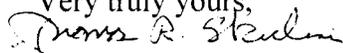
**RE: STATE EMPLOYMENT RELATIONS BOARD  
(FACT-FINDING)  
CITY OF BROOK PARK (City/Employer)  
and  
BROOK PARK FIREFIGHTERS  
ASSOCIATION, LOCAL 1141 IAFF (Union/Employee)  
CASE NO.: 2015-MED-10-1185**

Dear Mr. Collins:

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

Please confirm receipt of this to [LegalCAD@aol.com](mailto:LegalCAD@aol.com).

Thank for your courtesy and cooperation herein.

Very truly yours,  
  
Thomas R. Skulina

TRS/cad  
Enclosure

cc: Marc J. Bloch, Esquire w/ Enclosure ([mbloch@walterhav.com](mailto:mbloch@walterhav.com))  
Thomas M. Hanculak, Esquire w/copy Enclosure ([tmhanculak@aol.com](mailto:tmhanculak@aol.com))