

NOTICE

SPECIAL MEETING OF COUNCIL

Clerks Office, Brook Park, OH

Date: JUNE 10, 2016

TO: COUNCIL MEMBERS TROYER, MENCINI, POWERS, SCOTT, BURGIO, McCORMICK, SALVATORE, COUNCIL PRESIDENT ASTORINO, MAYOR COYNE, LAW DIRECTOR HORVATH, FINANCE DIRECTOR CINGLE.

XXX COUNCIL MEETING

CAUCUS MEETING

XXX EXECUTIVE SESSION

OTHER (Specify)

Such meeting will accordingly be held on TUESDAY the 14<sup>th</sup> day of JUNE, 2016 IMMEDIATELY FOLLOWING THE REGULAR CAUCUS MEETING.

(At the place of holding regular meetings (\*Refer to Rules of Council No. 4 if applicable)).

**A. ROLL CALL OF MEMBERS**

**B. PLEDGE OF ALLEGIANCE**

**Note: EXECUTIVE SESSION: NEGOTIATIONS OF BARGAINING SESSIONS WITH PUBLIC EMPLOYEES CONCERNING COMPENSATION:**

**J. VERBAL APPROVAL:**


1. FACT FINDERS REPORT FOR LOCAL UNION 1141

**Q. ADJOURNMENT**

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

  
\_\_\_\_\_  
President of Council

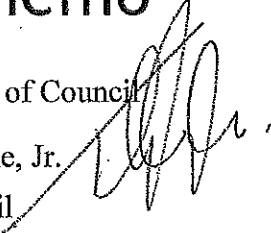
  
\_\_\_\_\_  
Clerk of Council



City of Brook Park ❖ Thomas J. Coyne Mayor

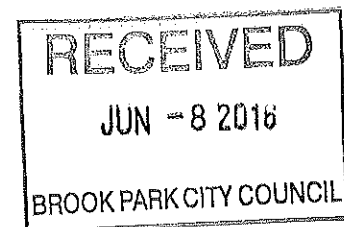
6161 Engle Road  
Brook Park, Ohio 44142  
Phone: 216-433-1300 ❖ Fax: 216-433-1511  
❖ www.cityofbrookpark.com

## memo

To: Michelle Blazak, Clerk of Council  
From: Mayor Thomas J. Coyne, Jr.   
CC: All Members of Council  
Date: June 8, 2016  
Re: June 14<sup>th</sup> Caucus meeting

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Please provide on the caucus agenda for discussion for verbal approval on the fact finders report. Please see attachments. Thank you.





## City of Brook Park

Thomas J. Coyne Mayor

To: Mayor Coyne  
From: David P. Byrnes  
Subject: IAFF Fact Finding award  
Date: June 8, 2016

On June 7, 2016 Fact Finder Thomas Skulina returned a Fact Finding award to both the City and local Union 1141. In this process the fact finder considered three issues: base wages, holiday credits and vacation leave.

The Fact Finder held the following:

- A 2% base pay increase effective January 1, 2016. This reflects the patterned wage settlement that was approved by the other unions in the City.
- The Fact Finder recommended that the paid holiday credit remain unchanged from the current agreement matching all other contracts in the City.
- The Fact Finder awarded a modification to the vacation schedule in the contract to include a fifth (5<sup>th</sup>) week of vacation at 15 years of service (currently awarded in the 18<sup>th</sup> year of service) and the addition of a sixth (6<sup>th</sup> week) effective the 20<sup>th</sup> year of service.

I would urge that you recommend to City Council that they vote to support the findings of the Fact Finder in this matter.

Thank you

THOMAS R. SKULINA  
ATTORNEY AND COUNSELOR AT LAW

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UNIT 8  
WESTLAKE, OHIO 44145  
tskulina@sbglobaL.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

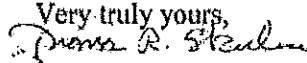
**RE: STATE EMPLOYMENT RELATIONS BOARD  
(FACT-FINDING)  
CITY OF BROOK PARK (City/Employer)  
and  
BROOK PARK FIREFIGHTERS  
ASSOCIATION, LOCAL 1141 IAFF (Union/Employee)  
CASE NO.: 2015-MED-10-1185**

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))

**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.

## **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 gites 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.

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.

**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.

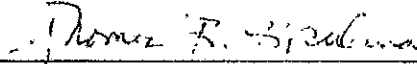
I am recommending as a fact-finding, that the requested extent of vacation for employees of fifteen years of service and for twenty years be accepted in the present CBA.

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).

  
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THOMAS R. SKULINA  
FACT-FINDER

Dated: June 7, 2016