

STATE EMPLOYMENT
RELATIONS BOARD

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FACT FINDING REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
May 10, 2002

In the Matter of:)
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The City of Barberton)
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and) 01-MED-07-0790
)
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The Barberton Professional)
Firefighters, IAFF Local 329)
)

APPEARANCES

For Local 329:

Susannah Muskovitz, Attorney
Betty Sutton
Andy Derwal, Ohio Association of Professional Firefighters
Jeff Bisgetti, Local 329
Gerald Bott, Local 329
Dean Heavner, Local 329
Tome Janas, Local 329
Howard Puagler, Local 329
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For the City:

Gary Springs, Attorney
James Hlas, Fire Chief, City of Barberton
Kim Baldwin, Deputy Fire Chief, City of Barberton
Raymond Flickenger, Finance Director, City of Barberton
Karen Gaum, Attorney, City of Barberton
Lisa Miller, Director of Human Resources, City of Barberton
Leon Ricks, Director of Public Safety, City of Barberton

Fact Finder: Dennis M. Byrne

Background

The parties to this Fact Finding are the Barberton Firefighters represented by the International Association of Firefighters (IAFF) Local 329 and the City of Barberton. Prior to the Fact Finding Hearing there were numerous negotiating sessions; however, the parties were unable to come to an agreement on a new contract and four (4) issues remain unresolved. They include: 1) wages and wage related items including the across the board wage increase, longevity payments, and an Advanced Life Support (ALS) differential, 2) holidays and holiday pay, 3) life insurance, and 4) severance pay. The Fact Finding Hearing was conducted over two days at the Barberton City Building. The initial hearing date was March 19, 2002. That hearing was adjourned when the city's Finance Director had to leave the hearing. The Fact Finding was reconvened on Monday April 8, 2002, at 10 A.M. and ended at approximately 12:00 P.M.

The Fact Finder wishes to state that he appreciates the courtesy with which he was treated. Additionally, both parties conducted the Hearing with the greatest professionalism, and the conduct of the parties toward the Fact Finder and each other was exemplary.

The Ohio Public Employee Bargaining Statute sets forth the criteria the Fact Finder is to consider in making recommendations. The criteria, which are set forth in Rule 4117-9-05, are:

- (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, and 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 stipulations 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 agree-upon dispute settlement procedures in the public service or private employment.

The Report is attached and the Fact Finder hopes the discussion of the issues is sufficiently clear to be understandable. If either or both of the parties require a further discussion, however, the Fact Finder would be glad to meet with the parties and discuss any questions that remain.

Introduction:

The major disagreement(s) between the parties center on economic issues. The City believes that the offer it made to the firefighters is reasonable. In addition, the City Finance Director, Ray Flickenger, testifying on the City's behalf, painted a rather bleak picture of the City's current financial condition. According to his testimony, the City is operating on an extremely tight budget. He testified that there are a number of reasons for the City's financial plight. The major factor is the economic slowdown that is affecting the national economy, which has negatively affected income tax collections. Next he stated that a number of local businesses have either closed or relocated outside Barberton, and he ended his presentation by talking about the fact that the Ohio legislature changed the law on inheritance taxes, dramatically reducing the amount of revenue municipalities collect from that tax. He argued that this combination of circumstances has reduced the City's revenue stream drastically. Therefore, he believes that the City does not have the wherewithal to meet the Firefighters' demands.

The IAFF disagreed with this analysis. The IAFF presented a number of exhibits that showed the City's finances are sound and that it can afford the Union's demands. The Union argues that historically the City always claims that it has no money during negotiations and after the new contract is signed, the City is always able to meet its financial obligations with little or no problem. Figuratively, the Union accuses the City of "crying wolf." To support this contention the Union asked the Finance Director on cross examination whether he had ever testified in any hearing between the City and its various bargaining units that Barberton was in reasonable financial condition. The Finance Director stated that he could only remember one time when he testified that the City was in reasonable financial condition. The Union points to this fact as proof that the Finance Director always believes that the City cannot afford to meet the demands of its employees.

The Union continued its presentation with facts and figures showing that the City is experiencing an economic revival, and the data show that a number of new businesses have opened over the last few years. Additionally, the Union presented an exhibit showing that the City has annexed a number of parcels of land over the last decade and that these parcels are either under active development or development plans are being drawn up and/or finalized. The Union claims that these data show that the City is expanding, and according to its analysis the expectation is that there will be an increasing pace of business and economic development.

The parties also disagreed on whether Barberton is part of the "Midwest Rust Belt." The City claimed that it was an older industrial city. As a result, the City believes that it is faced with an uncertain economic future. There was some discussion of possible business failures. The City claimed that this would mean that the City would see an erosion of its commercial/manufacturing infrastructure. The City believes that it must be cognizant of this possibility and plan

accordingly. This means, according to the City, that it must be prudent when making decisions about future expenditures.

The Union agrees that the City had gone through a decline in the past. However, the Union argues that a metamorphosis is taking place. The economic base of Barberton is changing from a dependence on manufacturing to a diversified economy that is better positioned to compete in the coming years. In some ways the Union implicitly argued that the City government has done a good job in helping the City through the difficult period of the eighties and nineties. The Union believes that the future is bright.

During this discussion the parties debated the place of the Barberton Community Foundation. The Fact Finder found much of this debate beside the point. It is clear that the Foundation's grants cannot be considered revenue to the City. Therefore, the Union's arguments about the Foundation's place in the City are unconvincing. At the same time, it is clear that the Foundation cannot be ignored when discussing Barberton's future. It is a unique asset that will add immeasurably to the quality of life for the citizens of Barberton. The Foundation will make it possible for the City to pay for any number of "capital improvements," ranging from recreation centers to beautification projects, to better educational facilities, without the need for new taxes. That is, the Foundation's grants will make Barberton a better place to live. Ultimately, an enhanced quality of life will bring new citizens and businesses into the City which will translate into more tax revenue. It is clear that the Foundation will have a positive impact on the City and its finances.

The discussion then turned to the City's Minimum Fund Balance Policy. The City Council passed an ordinance mandating that the City have enough money in the general fund to pay for approximately one month of operating expenses. In effect, the ordinance requires the City to maintain a minimum fund balance of 10%. The Finance Director testified that this was only prudent and was necessary to keep the City's bond rating from falling, which would lead to higher interest costs when the City entered the capital markets. Additionally, the City stated that if the general fund balance fell to 5%, it would be placed on a State watch list for cities with potential fiscal problems.

The Union disputed this testimony. The Union placed in evidence an analysis of the City's financial position that showed the City was in good financial condition. This analysis was based on City documents in the public domain. Of course, the City claimed that the Union was using outdated documents and did not fully understand the true financial condition of Barberton. The Union responded that the City was trying to convince the Fact Finder and the firefighters that it was in financial difficulty when that is not the case. Neither side convinced the other on this issue. The parties disagree about the state of the City's finances.

The Fact Finder is not impressed by the City's contentions about the Minimum Fund Balance Policy. The argument is circular. The Finance Director recommends that City Council pass a minimum fund balance policy and then uses the policy as a reason to state that the city has no money to pay its employees above a preset amount. The fund balance policy deals with amounts

of money, not the prioritization of expenditures. The Fact Finder has no opinion on whether or not the policy is needed, but it is clear that the City cannot claim it cannot pay wage and benefit increases because of the policy. The City can maintain its fund balance at 5%, 10%, or 15% if it desires. However, the City must make decisions about how it will spend the money available. The essence of collective bargaining is that the employer must decide what its priorities are and how to pay for those priorities. The City cannot use a fund balance policy to claim that it has only limited funds to pay for essential services. To reiterate, the fund balance as public policy is beside the point. If the firefighters prove that they should be paid more than 3%, then it is incumbent on the City to find the money to pay its safety forces for the job they do.

Finally, the testimony showed that Barberton and its bargaining units have used the dispute resolution procedures of ORC 4117 in the past. The neutrals involved in these disputes often recommend that the City pay its employees more than it offered. While that fact by itself does not affect the current dispute directly, it does imply that different neutrals at different times have found that the City's financial condition is better than the Finance Director and City Council believe. The Fact Finder agrees with his fellow neutrals.

The City of Barberton is in many ways a success story. The City went through a time of economic depression. The City survived probably due to the efforts of its elected officials. However, the evidence proves that the City does not face imminent financial ruin. It is true that the City does not have excess funds, but when the national economy rebounds, which seems to be underway, the City's financial picture should improve rapidly. The City can afford to pay the wage increase demanded by the Union; the question is whether the Union's demands are reasonable.

Issue: Article 24: Life Insurance

Union Position: The Union demands that the City provide \$100,000.00 of life insurance for its members.

City Position: The City demand is for the status quo; that is, the City currently provides \$25,000.00 insurance for the firefighters and does not believe that the amount of insurance should be increased.

Discussion: The debate on this issue was based almost entirely on parity considerations. The Union pointed out that all non bargaining unit employees of the City have more life insurance than the firefighters. The Union stated that firefighting is a very dangerous occupation and the firefighters need more insurance than almost any other group. The Union stressed the point that the firefighters are treated inequitably in this instance, and it stated that there is no valid reason for the City not to provide more insurance. The Union, in its post hearing brief, costed its proposal and according to its figures the cost per employee for a \$25,000.00 policy is \$19.50 per month. Therefore, the total cost

for the department is approximately \$10,000.00 per year for each \$25,000.00 increment.

The City contends that the firefighters are not inequitably treated in this regard. The City presented evidence from two other jurisdictions, Alliance and Massillon that shows these cities provide \$10,000.00 in insurance to their firefighters. The City also contends that even though this issue has little financial impact on its budget, its financial condition makes the expenditure of \$10,000.00 problematic. Finally, the City testified that the police officers currently have only \$10,000.00 in insurance. The City offered to increase this amount to \$25,000.00, i.e., parity with the firefighters, in its negotiations with the Ohio Patrolman's Benevolent Association (OPBA). The City and the OPBA could not reach agreement on a new contract, and police bargaining unit is currently scheduled for conciliation. The expectation is that the amount of life insurance paid to the police officers will increase.

There can be no doubt that public safety workers have among the most dangerous, if not the most dangerous, jobs in any City. However, insurance is not just to protect against danger, it also insures living standards. That is, a high income individual who has a job with little hazard will often carry more life insurance than a lower income individual who has a job with large hazards. Therefore, the fact that firefighters are not provided with as much insurance as some other city employees is in itself not noteworthy. However, job danger is one of the major reasons a person insures his/her life. It is hard to understand how all non bargaining unit employees in the City have more insurance than the bargaining unit employees. Cities often provide a blanket policy for all municipal workers whereby every employee is covered by the same policy for the same amount. That is, many cities provide \$10,000.00 to all city employees.

The Union also testified that the City agreed as part of a package settlement offer to provide an extra \$25,000.00 for the firefighters, but the package offer did not lead to a settlement. Nonetheless, the City has shown a willingness to increase the value of the insurance policies for its firefighters. The Union's demand for a quadrupling of the benefit is not supported by the facts of the matter. The Union's demand seems to be for parity within the City. The Union's own testimony states that only a few individuals have \$50,000.00 of insurance and these are the most senior officials. In general the amount of insurance provided to the non bargaining unit employees is between \$28,000.00 and \$30,000.00.

Given the entire record and considering the danger of the work that firefighters perform, the Fact Finder believes that the Union proved that the firefighters' life insurance should be increased. The Fact Finder believes that an increase in the policy to \$35,000.00 is reasonable based on the insurance that the City provides to its other employees.

Finding of Fact: The Union proved that firefighters in Barberton are at the lower end of the spectrum compared to all other city employees. In addition, the firefighters' job is dangerous and they have a need for more insurance.

Suggested Language: Article 24.1 Health Benefit. All employees shall be covered by a thirty-five thousand dollar (\$35,000.00) life insurance benefit, fully paid by the Employer. All members of the bargaining unit shall be permitted to purchase an additional amount of coverage available through, and allowed by, the insurer. Such premiums may be paid by payroll deduction at the group rates for this life insurance coverage.

Issue: Article 20: Holidays:

Union Position: The Union demands two changes to the holiday provision. First, the Union wants all hours worked on a holiday to be paid at time and one-half. Second, the Union wants September 11th added as an extra holiday for the firefighters.

City Position: The City wants to maintain the status quo on this issue, that is, the City rejects the Union's demands.

Discussion: The City argues that its financial condition precludes it from making any movement on the Union's demand to increase the number of hours paid at double time and a half. The City further stated that the firefighters' contract enumerates the same holidays that are enjoyed by the rest of the city's employees. Consequently, the City contends that there is no valid reason to increase the number of days off for the firefighters. However, the City's main argument on this issue relates to the cost of the Union's proposal. The City contends that the Union's demand is excessive by any measure and this is especially true given Barberton's financial condition.

The Union's presentation focused on the fact that the firefighters receive less paid holiday time off than other City employees, especially the police. According to the Union's analysis, police officers are paid for 130.4 hours of vacation time on average. The same analysis shows that the firefighters are paid for 81.6 hours of holiday time on average. The Union argues that this shows that the firefighters are treated inequitably compared to other City employees when holiday time off is considered.

The main reason for the problem is the work schedule of the firefighters. Because the union membership works a 24 hours on and 48 hours off duty schedule (with Kelly days scheduled to make sure the number of hours worked does not violate the terms of either the labor agreement or the Fair Labor Standards Act); union members either work all twenty four hours of the holiday or they work no hours. According to the Union's analysis, this leads to an inequity. The Union argued that its membership actually receives less paid holiday time off than all other City employees.

It should be noted that the City did not refute these figures. Rather, the City argues that its finances do not allow it to meet the Union's demand. In this vein the City presented two exhibits showing the cost of the Union's demand. The cost is substantial.

The Fact Finder believes that the record proves that the Union membership is paid for fewer holiday hours than other City employees. But, he is also mindful of the City's financial condition. Given the entire record, the Fact Finder believes that the firefighters would prefer an increase in their base rate rather than an increase in paid time off. It should be noted, however, that future negotiations are the vehicle that the firefighters can use to correct any inequity in this provision of the labor agreement.

Finding of Fact: The Union proved that the firefighters receive less paid holiday time off than other city employees. However, the City's financial condition precludes it from increasing the benefit at this time.

The second part of the Union's demand is for another day off on September 11th. The Fact Finder understands the reasons for the Union's request. However, paid holidays are days set aside to commemorate either certain special days, e.g., Christmas Day or New Year's Day, or events that are central to our nation, e.g., the fourth of July or Thanksgiving Day. On the other hand there are a number of days that commemorate specific events that are central to our national character that are not paid days off. December 7th, Pearl Harbor Day, and Armistice Day fall into this category. Currently, neither the national or state legislatures have discussed elevating September 11th to the status of a holiday. While the Fact Finder understands the impact that the events that September 11th had on the nation as a whole and on firefighters in particular, he does not believe that it is up to the City of Barberton to lead the way on this issue. September 11th will live in the national memory, but at this time, the Fact Finder does not believe that he can recommend making September 11th a paid holiday.

Finding of Fact: The Union's demand that September 11th be a paid day off is understandable, but the Union was unable to prove that it was inequitably treated with regard to the number of holidays in the firefighters' contract.

Suggested Language: None

Issue: Article 29 Severance and Retirement Benefits

Union Position: The Union demands that the current contract be amended to raise the severance pay provision to one dollar (\$1.00) per hour of accumulated sick time payable at separation. Currently, there is a cap at 864 hours.

City Position: The City claims that its financial condition does not allow it to increase the severance pay provision at this time and demands that the status quo be maintained.

Discussion: The Union claims that the firefighters have no incentive not to use their sick leave as they near retirement. Therefore, some IAFF members may use sick leave in order to run down the accumulated hours in their sick leave banks. This is not meant to imply that the sick leave is used improperly. There are many times when a person is sick enough to stay home but decides to go to work. That is, often a person is sick enough to call off work but well enough to report for his/her shift. The Union's position is that there is no incentive for a firefighter to report to work when he/she is not feeling well. Of course if a firefighter calls off, this leads to an overtime situation when the City is required to fill the slot of the absent firefighter. Therefore, the Union's position is understandable.

The City is not convinced by the Union's arguments and believes that it is paying a reasonable amount of severance. Currently, the City pays for 864 hours of accumulated time. This is actually more than many other jurisdictions pay when an employee retires. Many municipalities and bargaining units use Civil Service law as a template for severance pay. Civil Service regulations require a municipality to pay for one quarter of the accumulated time up to 960 hours. Consequently, the record shows that the City severance pay provision is not substandard. Therefore, given the fact that the City objects to increasing the severance provision and in light of the fact that the City is not substandard on this issue, the Fact Finder cannot recommend inclusion of the Union's demand into the contract.

Finding of Fact: The Union did not prove that the City was paying a substandard amount of severance pay to an employee when he/she leaves its employ.

Suggested Language: None

Issue: Article 16: Wages and Compensation (Note: There are three separate issues on article 16, wages, longevity, and Advanced Life Support stipends which will be discussed separately.)

Union Position: The Union demand is for a 6.25% increase in the first year, and a 4% increase in the second and third year

City Position: The City has offered 3% per year for each year of the proposed contract.

Discussion: Wages are the largest single issue between the parties. If the wage issue had been settled, then the probability is that the parties could have bridged the gap separating them on the other issues. The major source of discontent has to do with internal parity. In the early nineties the wage rate paid to the police officers was almost 10% higher than the wage paid to firefighters. In the negotiations leading to the contract in effect for 1993, the City agreed to

pay the firefighters the same wage that it paid to the police officers. This internal parity was maintained until 1999. In 1999, the City and the firefighters agreed upon a 4% per year increase in the wages. The police unit availed itself of the dispute resolution procedures of ORC 4117 and was awarded a 4.75% wage increase in each year of their contract. In addition, the police unit folded an ancillary payment, fire arms qualification bonus, into the base rate and, consequently, the differential between the police and fire bargaining units has grown to over 6%. The Union is adamant that this is inequitable and demands that parity be reestablished.

The City for its part believes that the 3% per year offer that it has on the table is a) a reasonable offer, and b) the maximum that it can afford to pay. In the Introduction to this report, the Fact Finder has stated that he believes that the City's financial condition is better than the City alleges and he believes that the City could fund a substantial wage increase for the firefighters. Therefore, the question becomes, what is a reasonable increase in wages?

The firefighters demand for internal parity is understandable, but in many ways not a realistic goal. The fact that both the police and fire units received the same base rate for six years is remarkable. Usually, the concept of parity implies that the affected units receive the same percentage increase in the base rate or have essentially the same take home pay. That is, when parity is a consideration, the basis of comparison is usually income or the size of a raise, not the base rate. Often the firefighters receive a lower wage because their schedules require them to work more hours, but their take home pay is similar to other safety forces. For example, it is not unheard of for police officers to demand parity with the firefighters in terms of income. That is, if both units have the same base rate, but the firefighters work more hours, then *ceteris paribus*, the firefighters would earn more than the police. To reiterate, it is very unusual for a parity demand to be based on the same base wage rate.

Moreover, there is probably no way to guarantee the exact same wage rate being paid to different bargaining units except by ordinance. Police bargaining units and firefighter units have different needs, different bargaining strategies, and they bargain individually not as a coalition. Therefore, the expectation is that the base wage rates paid to the units will diverge. Rather, in this instance it is noteworthy that the different bargaining units were paid the same rate for six years. To illustrate the point: the police unit turned down a fact finding report and is preparing for conciliation. This fact finding report will be published before the conciliation hearing and the police unit will be aware of this Fact Finder's recommendations. If the IAFF decides not to accept the Fact Finder's recommendations, then it will go to conciliation after the police unit. An attempt to reconcile the demands of the two units based on two fact finding reports and two conciliation reports is impossible.

A further consideration should be noted here. One reason that the wage rates differ between the police and the fire bargaining units is that the police officers received a fire arms qualification bonus that was paid in a separate bonus check, i.e., it was not considered part of the base rate, until the last contract was negotiated. At that time the bonus was folded into the base rate,

which of course had the unintended side effect of distorting the parity that existed between the units. Almost all contracts have various supplemental payments embedded in them. These payments are for training, earning advanced licenses, etc. For example in this negotiation the IAFF wants to have the ALS personnel receive an extra payment. Consequently, defining parity as the same base rate does not imply that individuals in different bargaining units earn the same income. Therefore, the Fact Finder believes that if internal parity is a salient feature of these negotiations, the parity concept(s) that is applicable is total income earned and/or the percentage wage increase negotiated into the contracts of the respective bargaining units.

The parties also presented evidence from comparables. There was a major disagreement over which jurisdictions are comparable to Barberton. The City's list contains a number of jurisdictions from different counties contiguous to Summit County. The Union presented evidence from all the jurisdictions in Summit and Cuyahoga Counties with the exception of Cleveland and Akron. Of course many of these jurisdictions are not comparable in any way to Barberton. The only cities on both lists are Cuyahoga Falls and Stow.

While the Fact Finder does not believe that either party attempted to hand pick jurisdictions in order to bolster their respective positions, the fact remains that a list of comparables must be decided upon. A standard way to determine what is comparable to any city is to identify contiguous municipalities with similar sized departments, population, income, etc. Using this methodology, the Fact Finder believes that Cuyahoga Falls, Stow, Garfield Heights City, Kent City, Green Township, Maple Heights, and Massillon are comparable to Barberton. Reasonable individuals may disagree on what constitutes a comparable jurisdiction, but the list of cities enumerated above does consist of similar sized cities with fire departments of roughly the same size.

Using this list of comparables and selecting the starting wage and top rate for a firefighter as the basis of comparison shows that the average starting wage is \$34,368.00 and the top rate is \$45,270.00. Comparing these figures to the corresponding values for Barberton shows that the Barberton firefighters are paid approximately the same as other comparable jurisdictions. In other words, the evidence does not support a conclusion that the union membership is underpaid compared to other comparably situated firefighters.

The driving force then for any wage recommendation is internal comparability. It is true that the firefighters had the same wage and percentage increases for six years throughout the mid to late nineties. This could not occur by happenstance. Therefore, there was an attempt by the City to equalize the wages of its safety forces. The firefighters negotiated in good faith and signed a contract for a 4% per year raise during the last round of negotiations. The police unit was unable to settle at the table and was awarded 4.75% per year in conciliation. The firefighters fell behind by 2.25% during the three years in question.

The Fact Finder in the current police dispute has recommended that the police unit receive raises of 3.0%, 3.5%, and 3.5% per year in each year of the proposed contract. This Fact Finder believes that these figures are realistic for

Barberton at this point in time. Using these figures as a base percentage increase, the Fact Finder recommends that the firefighters be given a raise of 3.75%, 4.25%, and 4.25%. That is, the recommendation is that the firefighters catch up for the difference in the raises awarded to the police unit by the Conciliator in the last round of negotiations. It must be stressed that the Fact Finder does not believe that the police and fire units should have the same hourly wage. Given the complexity of the two contracts and the unique provisions of each, that is an unreasonable goal. However, given the fact that the City awarded both units the same increases for six years, and that the only reason that link was broken was because one unit settled at the table and the other unit went to conciliation, the Fact Finder believes the firefighters should catch up in terms of percentage increases with the police officers.

Finding of Fact: Internal parity considerations imply that the firefighters should receive a catch up wage increase to maintain parity with the police unit.

Suggested Language: The wage scales in Article 16 be amended to show a wage increase of 3.75% in the first year of the proposed contract followed by raises of 4.25% in the second and third years.

Issue: Longevity payments.

Union Position: The Union demands an increase in (the addition of) the current longevity scale. The Union wants to increase the differential between the 7th, 8th and 9th steps of the wage scale to 5% for each step.

City Position: The City rejects the Union's demand for a longevity scale.

Discussion: The Union has demanded that a longevity scale be added to the contract by increasing the differential in the 7th, 8th, and 9th years of the wage scale to 5% between steps in those years. The Union argues that longevity is found in most contracts and is a standard way to reward loyal service. Moreover, longevity payments tend to tie a more senior employee to his/her current employer by making it costly to change jobs. The Union's arguments in this instance are the standard ones put forth as a justification for longevity.

The City contends that it does not have the ability to pay the Union's demand. In addition, the City pointed out that there was a longevity scale in the parties' labor agreement sometime in the past, but the firefighters wanted the payment folded into the base rate and, consequently, a distinct longevity provision disappeared. The City argues that the imposition of longevity is a type of double jeopardy. For these reasons the City objects to a longevity payment.

The Fact Finder has stated that he does not believe that the City's financial condition is as tenuous as the Finance Director contends. However, that is not meant to imply that the City has no financial concerns; it does. Given the size of the wage increase recommended in this report, the Fact Finder does not believe that the City should be required to also add a longevity payment to

the contract. If the Union really wants longevity as a benefit in the agreement, then future negotiations are the place to try to add the language to the contract. Of course, this will mean that the wage scales between the police and fire units may diverge because the different units will want the money they receive from the City distributed throughout the contract in different ways.

Finding of Fact: The City's financial condition is such that it precludes payment of a longevity payment at this time.

Suggested Language: None

Issue: Advanced Life Support (ALS) stipend

Union Position: The Union demands a \$2.50 stipend for all hours that an employee is assigned to the ALS unit.

City Position: The City argues that it does not have the ability to pay the stipend.

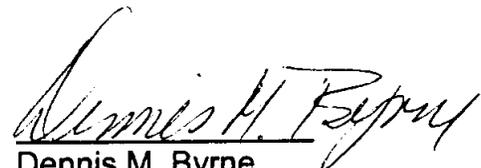
Discussion: EMT, Paramedic, and ALS stipends are a standard part of most labor agreements between firefighters and cities. The payments are made in recognition of the training and skills of the firefighters who work on ALS units. The City's position is similar to the position that it has taken on almost all of the issues presented at the fact finding, that is, it does not have the financial ability to meet the Union's demand. The discussion on this issue mirrors that discussion on the longevity payment discussed above. The Fact Finder believes that given the wage increase recommended in this report that the City does not have the money to pay for an ALS stipend. However, such payments are fairly common in many contracts, and the issue will be raised in future negotiations.

Finding of Fact: The City's financial condition is such that it precludes payment of an ALS stipend at this time.

Suggested Language: None

Note: The parties reached agreement of a number of other issues and those agreements are incorporated by reference in this report.

Signed and dated this 10th day of May, 2002 at Munroe Falls, Ohio.


Dennis M. Byrne
Fact Finder