

STATE EMPLOYMENT
RELATIONS BOARD

2002 DEC 23 A 9:44

**IN THE MATTER OF ARBITRATION
BETWEEN**

CITY OF SHAKER HEIGHTS)	
)	CASE NO. 01-MED-12-1117
AND)	
)	<u>FINDINGS</u>
)	AND
LOCAL 516, INTERNATIONAL)	<u>RECOMMENDATIONS</u>
ASSOCIATION OF FIRE FIGHTERS)	

JAMES M. MANCINI, FACT-FINDER

APPEARANCES:

FOR THE UNION

**Susannah Muskovitz, Esq.
Gregory I. Darrah
Andy Drwal**

FOR THE CITY

**Craig M. Brown, Esq.
Robert V. Kelley, Esq.
Mary Gavin-Wagner**

SUBMISSION

This matter concerns fact-finding proceedings between the City of Shaker Heights (hereinafter referred to as the City or Employer) and Local 516, International Association of Fire Fighters, AFL-CIO (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 conducted on August 28 and December 5, 2002.

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. 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, lieutenants and captains. There are approximately sixty-two employees in the bargaining unit.

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 5% for each year of the contract. The City proposes wage increases of 3% effective April 1, 2002 and 3.5% increases in 2003 and 2004.

The Union contends that its wage proposal will allow the fire fighters of Shaker Heights to remain among the leaders in the area with respect to fire fighters compensation. The Union submits that in the past, the fire fighters here have been among the highest paid in the area. In order to retain the relatively high ranking, the 5% increases requested should be granted. The Union presented wage comparables in support of its position. The Union emphasizes that the fire fighters in Shaker Heights provide excellent service and the first Nationally Accredited Agency in Ohio. Finally, the Union submits that the City has the ability to fund the wage increases which it proposes. The Union produced a financial analysis from its own consultant who indicated that the City's financial situation appeared to be "healthy" at the current time.

The City contends that internal parity establishes that its proposal with respect to wages is fair and equitable. The City recently entered into a settlement with the police unit following acceptance of a fact-finder's report. The wage proposal submitted for the fire fighters herein is identical to that which has been provided to the City's police officers. The City has a long history of compensating its safety forces in a comparable manner and for that reason the pattern which has been established for wages for the

police unit should be followed in the instant case. Moreover, the City submitted total compensation comparisons which it claims indicate that with the wage increases proposed, the fire fighters here will continue to be among the highest paid in the area. Moreover given the economic uncertainties facing the City, the Employer maintains that it would be fiscally irresponsible to compensate the Shaker Heights Fire Fighters at a level above that proposed herein. The City cites the testimony of its Finance Director who indicated that income tax revenue for 2002 is falling short of that received for the same period in the previous year. Likewise, there has been a significant drop in the estate tax revenue due to the recent passage of Senate Bill 108.

ANALYSIS – This fact-finder would recommend wage increases of 3% effective April 1, 2002, 3.5% on April 1, 2003, and an additional increase of 3.5% on April 1, 2004. The recommended wage increases would be the same as those which have been provided to the police unit in Shaker Heights. Internal parity with that unit as well as wage comparables, and the City's financial difficulties due to the economic downturn clearly support the recommended wage increases which were proposed by the City herein.

The recommended wage increases herein will be the same as those which have been provided to the police unit. Those wage increases were reflected in a recent fact-finder's award which was accepted by the police unit. Historically, it was shown that general wage increases have been identical for all of the City's safety forces. As such,

this fact-finder finds that it would be appropriate to apply the wage settlement reached with the police unit to the fire fighters in this case. Internal parity within the City's safety forces clearly support the wage recommendation for the fire fighters here.

This fact-finder does not find any compelling reason to distinguish the fire fighters unit from the police unit with respect to wage settlements. As another fact-finder duly noted, there is a "very, very heavy burden upon the union which seeks to deviate" from a well-established pattern of internal wage increases. There was no evidence presented which would indicate that there would be any justification for providing the fire fighters with a different wage increase than the police. Like the police unit, the fire fighters are among the highest paid in the region. There are other similarities including the fact that each is a highly rated and a duly accredited safety force. Again, it should be reiterated that historically the wage increases provided to the City's fire fighters and police have been identical. This fact-finder therefore finds the recent wage settlement reached with the police should also be provided to the fire fighters.

Wage comparables provide further support for the recommended wage increases. The evidence showed that Shaker Heights Fire Fighters are one of the highest compensated forces in the area in terms of base salary. With the recommended increases of 3%, 3.5% and 3.5% over the term of the Agreement, it is apparent that the City's fire fighters will remain among the top paid fire fighters in the eastern suburbs. This fact-finder recognizes that both parties submitted total compensation comparisons which

include other economic benefits besides the base wage of the fire fighters. When one looks at the comparison of total compensation received by fire fighters, the Shaker Heights Fire Fighters fall in the mid range of fire fighters in the area. Considering that most fire fighters in the other cities will be receiving similar types of wage increases as recommended herein, it is apparent that the fire fighters in Shaker Heights will be able to retain their relative ranking even with respect to the total compensation which they receive.

This fact-finder has also taken into consideration the evidence presented by the City which indicates that like many municipalities Shaker Heights is experiencing a decline in revenue which is causing budgetary concerns. The Finance Director stated that historically income tax revenue has increased by about 4.5% each year. However, income tax revenue for the current year has been relatively flat. There has also been a significant decline in the estate tax revenue due to the recent passage of Senate Bill 108. This source of revenue is typically greater in the City of Shaker Heights than it is in other nearby cities. According to the Finance Director, the net result in the decline of revenue is that the City must exercise fiscal restraint and belt-tightening. Considering the challenging economic difficulties facing the City at the current time, it would appear to this fact-finder that it would not be reasonable to recommend any wage increases above those proposed by the City and agreed upon by the police unit.

RECOMMENDATION

It is the recommendation of this fact-finder that there be general wage increases as follows:

WAGES

Effective April 1, 2002 - Three percent (3%) increase.

Effective April 1, 2003 – Three and one-half percent (3.5%) increase.

Effective April 1, 2004 – Three and one-half percent (3.5%) increase.

2. LONGEVITY

The Union proposes to restructure the longevity time frame from 7, 12, 17 and 22 years to 5, 10, 15 and 20 years. The Union also proposes an additional tier at the beginning of the 25th year of service. The City opposes any such change in the Longevity Provision.

The Union argues that the restructuring of the Longevity Provision is needed in order to bring the fire fighters in Shaker Heights more into line with those in neighboring jurisdictions. The Union submits that longevity pay is meant to recognize the value added to the fire department by experienced fire fighters. The current longevity compensation provision has been in effect since 1996. The Union points out that the majority of the communities in the area schedule longevity increases either yearly or in five year increments. It is for that reason that the longevity proposal submitted should be adopted.

The City claims that its economic condition does not allow it to make any increase in the longevity pay provision. The Union's proposed longevity pay increase will cost the City at a minimum nearly \$40,000 over the life of the contract. There is no need to provide any additional compensation by way of an increase in longevity pay for the fire fighters especially considering their relatively high salary at the current time.

ANALYSIS – This fact-finder has determined that there should be no change in the longevity pay at the present time. As previously discussed the evidence shows that the City is facing difficult economic times due to the downturn in the economy. As

attested to by the Finance Director, income tax receipts are actually down for the current year as compared to the same period last year, and there has been a decline in the estate tax revenue. As a result, the City must exercise fiscal restraint with respect to expenditures. It was estimated that the cost of the Union's longevity proposal over the life of the contract would be approximately \$40,000. This fact-finder does not believe that it would be reasonable given the City's financial uncertainties to provide for such an increase in longevity payments for the fire fighters.

RECOMMENDATION

This fact-finder does not recommend any change in the current Longevity Pay Provision.

LONGEVITY – Current language, no change.

3. COMPENSATION FOR ACADEMIC ACHIEVEMENT

The City proposes to modify the current provision so that employees hired on or after January 1, 2003 would receive tuition reimbursement plus one time payments scaled to the degree obtained. The Union proposes to retain the status quo. The current provision basically provides fire fighters with additional compensation upon completion of a certain number of technical credit hours calculated as a percentage of a fire fighter's base salary.

The City contends that the current provision has become too costly with nearly \$58,000 anticipated to be spent on educational incentive this year. When the educational incentive allowance was first introduced, it was intended to provide incentive to fire fighters to pursue advance academic training related to their profession. However, the program has become quite expensive and for that reason the modification is proposed to reduce the cost of the program for new hires after January 1, 2003.

The Union recognizes that the current academic achievement benefit is one of the best in the area. Many members of the unit are taking advantage of the incentive by pursuing a college degree in fire science. The Union points out that the City is aided in attracting high quality applicants because of this benefit which it says should not be reduced for current members.

ANALYSIS – This fact-finder has determined that the Academic Achievement Compensation Provision should be changed but only for those employees hired on or after January 1, 2003. The current educational incentive as the Union notes represents a

of a recognized and approved course of study towards an Associate's or Bachelor's degree in Fire Technology or Fire Administration. Program parameters to be developed, but at a minimum shall include the following requirements:

- (1) Pre-approval of course(s) by City.**
- (2) Grade of C or higher.**
- (3) Copies of transcript and receipt(s) for payment of tuition.**
- (4) Reimbursement available for tuition and course fees only (not books, supplies, etc.)**

Eligible for a one time bonus of \$2,000 upon future attainment of an Associate's Degree in Fire Technology or \$4,000 upon future attainment of a Bachelor's Degree in Fire Technology or Fire Administration.

- (b) Current employees as of December 31, 2002 shall continue to be covered by the current contract language and educational incentive program.**

compared to the current 2,704 hours. The reduction in the number of hours worked per week would provide fire fighters with approximately an additional one and one-half tours off per year.

In making the recommendation to reduce the hours of work, this fact-finder has taken into consideration several factors. The evidence shows that the Shaker Heights fire fighters' weekly work hours are relatively high compared to most others in the area. Fire fighters in comparable cities such as Solon, Westlake, Strongsville, Beachwood and North Olmsted all work fewer hours than Shaker Heights fire fighters. It should be noted that the comparative cities used were actually selected by personnel in the fire department who stated that these particular cities have comparable volume of calls per year, are similar in size with respect to staffing, and have similar operational command structures. There does appear to be a local trend towards reducing the hours worked by fire fighters. For that reason, there was justification established for reducing the hours of work for Shaker Heights fire fighters.

However, this fact-finder has also taken into consideration the City's concerns about the impact which any reduction in hours will have on the fire department. The Fire Chief stated that any significant reduction in workweek hours such as the 49.8 hours proposed by the Union would put a severe strain on staffing requirements. According to the Chief, it could cause the department to run short at times which in turn would increase overtime costs. Due to the budgetary constraints placed on the department at the current time, it appears to this fact-finder that it would not be appropriate to reduce the

workweek hours for fire fighters to any significant extent due to the cost implications involved and the effect on staffing requirements of the department. As a result, this fact-finder has determined that a more reasonable reduction in hours than proposed by the Union would be one which would reduce the number of hours worked per week to 51 hours.

RECOMMENDATION

With respect to Hours of Work, this fact-finder recommends that the number of hours worked per week be reduced from the current 52 hours to 51 hours.

HOURS OF WORK

Effective January 1, 2003, reduce the number of hours worked per week to 51 hours.

5. HEALTH INSURANCE

The City proposes a modification in the current Health Insurance Provision which would include an employee contribution towards premiums. The Union opposes any change in the Health Insurance Provision.

The City contends that employee contribution towards healthcare costs is becoming more common among public employers both locally and statewide. In the state, 70% of public employees are paying some portion of their healthcare costs at the current time. The City points out that the cost associated with providing health benefits to its employees has risen dramatically in recent years. Finally, the City cites internal parity with the police unit which agreed to accept the fact-finder's recommendation in the FOP case for the changes which the City now proposes for the fire fighters.

The Union points out that during the last contract, it agreed to have employees contribute \$20 per month towards insurance. The Union disputes the City's claim that costs have risen to such an extent that an additional contribution from employees is warranted. The Union further submits that the majority of the surrounding fire departments have an employee cap on health insurance contributions with several not even requiring any contribution by fire fighters. The Union further notes that the existing language which requires any changes in healthcare plans to provide for equivalent coverage should not be changed.

ANALYSIS – This fact-finder is compelled in this case to recommend the Health Insurance Provision proposed by the City. Internal parity supports the changes in

the provision including the additional employee contributions towards healthcare costs indicated. Moreover, the significant increase in healthcare cost for the City provides further support for the change recommended for health insurance.

As discussed previously, internal parity with the police unit supports the change in health insurance. The police unit by accepting a fact-finder's report agreed to the changes recommended herein including the additional employee contributions towards premiums. Historically, it was shown that the City's safety forces have been treated in a comparable manner with respect to health insurance. That is, in the past both the police and fire unions agreed to and were provided with the same health insurance benefits. As noted, the FOP accepted its fact-finder's finding that premium cost sharing is warranted. Likewise, this fact-finder finds that it would be appropriate to require fire fighters to share in the cost of health insurance as reflected in the City's proposal.

Moreover, the health insurance recommendation is supported by evidence indicating that healthcare costs have risen significantly for the City. Currently, fire fighters pay nothing for the comprehensive health insurance provided to them and their families. However, it was shown that due to rising healthcare costs, public sector employees including safety forces have now been required to contribute monthly amounts towards healthcare premiums. In the greater Cleveland area, public employees in general contribute about \$73.88 per month for family coverage and \$33.51 per month for individual coverage. The premium contribution for the fire fighters here would be substantially less than the average for area public sector employees.

The Union presented a strong argument here for placing caps on the employees' contribution towards health insurance. Comparable evidence indicates that most of the surrounding fire departments which have employee contributions also provide for a maximum amount to be contributed towards health insurance premiums. Moreover, there was some indication by the parties during these proceedings that employee caps may be appropriate. However, this fact-finder has determined that the Health Insurance Provision recommended herein appears to be fair with respect to employee contributions and in actuality the fire fighters' contributions would fall below the caps previously discussed. It was established that under the new Health Insurance Provision beginning January 1, 2003 there would be a 6% contribution towards the monthly premium. That would equate to approximately \$38.00 per month for family coverage. This amount would be less than the \$40.00 cap which the Union has proposed for the year 2003. For 2004, the premiums would have to increase by more than 20% in order to exceed the \$60.00 cap proposed by the Union. As attested to by the Finance Director, it is unlikely given the parameters of the new health insurance plan that premiums would increase by more than 20% in the year 2004. Moreover, it should also be noted that the net cost to the employee would be approximately 20% to 25% less than indicated due to contributions being made on a pre-tax basis. This fact-finder finds that the percentage contributions required under the new health insurance plan appear to be reasonable considering the pre-tax application utilizing a Section 125 Plan. Therefore considering

the employee monthly contributions provided for under the health insurance plan, it does not appear to this fact-finder that employee caps are needed or warranted.

Finally, this fact-finder has considered the Union's objection to a change in the language from "equivalent" to "substantially equal." As the City noted, there are many fire fighter contracts which use the "substantially equal" language with respect to any change being made in health plans. Moreover, it is important to note that the City indicated that it has no plans at the current time to change healthcare plans. This fact-finder therefore recommends the change to the "substantially equal" language set forth in the Health Insurance Provision.

RECOMMENDATION

This fact-finder recommends the changes in the Health Insurance Provision proposed by the City as more fully set forth in the attachment which is incorporated herein.

HEALTH INSURANCE – See attached Health Insurance Article.

ARTICLE X
HEALTH INSURANCE

Section 1A.

The City will continue in effect until December 31, 2002 the present United HealthCare health insurance and the agreement for alternative employee health coverage with Kaiser Permanente under the following express conditions:

- (a) The City's premium paid during any annual policy (rate) period does not exceed six hundred twenty-five dollars (\$625.00) per month per family, two hundred forty-four dollars (\$244.00) per month per individual.
- (b) The difference in any premium that exceeds said amounts shall be shared on an even 50/50 basis between the employee and the City, not to exceed a monthly payment of twenty dollars (\$20.00) by the employee.

Section 1B.

Effective January 1, 2003, the City will provide health insurance under the current United HealthCare plan which became effective December 1, 2001, or under the former Medical Mutual of Ohio SuperMed Plus Plan that was in effect on November 30, 2001, or a plan substantially equal in benefits to either of these two plans, and under the current Kaiser Permanente Plan or a plan substantially equal in benefits to this plan, under the following express conditions:

1. The City shall pay 94% of the monthly plan premium.
2. The employee shall pay the remaining 6% of the monthly premium by payroll deduction, on a pre-tax basis, utilizing a Section 125 Plan set up and paid for by the City.

In subsequent years, beginning on January 1, 2004, the City will provide health insurance under the current United HealthCare plan which became effective December 1, 2001, or under the former Medical Mutual of Ohio SuperMed Plus Plan that was in effect on November 30, 2001, or a plan substantially equal in benefits to either of these two plans, and under the current Kaiser Permanente Plan or a plan substantially equal in benefits to this plan, under the following express conditions:

1. The employee shall pay a percentage of the monthly plan premium via payroll deduction, based on the following sliding scale:
 - a. If, based on the plan selected by the employee for the coming year, the premium increase for that employee will be from 0% to 10%, the employee shall pay 6% of the monthly plan premium.
 - b. If, based on the plan selected by the employee for the coming year, the premium increase for that employee will be **greater than 10% but less than 20%**, the employee shall pay 7% of the monthly plan premium.

- c. If, based on the plan selected by the employee for the coming year, the premium increase for that employee will be **greater than 20%**, the employee shall pay **8%** of the monthly plan premium.
2. The City shall pay the remainder of the monthly health insurance premium not covered by the employee contribution prescribed above.
3. The City shall continue in effect, at its expense, a Section 125 Plan to allow employee contributions to be made on a pre-tax basis.
4. The City may offer alternate plan(s) in **addition** to the ones specified above. In such case(s), employee/City contributions shall be calculated in the same manner as prescribed for the above plans.

Section 2. (Renumbered, but unchanged from current language)

Any employee who is qualified to participate in the City's family plan health insurance program may, at the employee's option, elect not to participate in said program, but instead receive additional compensation in the amount of one hundred dollars (\$100.00) for each month the insurance is waived. Only employees who provide acceptable proof of family health insurance through their spouses are eligible to participate in this program. In addition, employees must comply with all administrative requirements established by the Director of Human Resources. Employees whose spouses are also employed by the City of Shaker Heights are not eligible to participate in this program.

Section 3. (Renumbered, but unchanged from current language)

The parties agree to maintain a joint committee in order to explore alternative health insurance plans which may become available to the parties during the term of the collective bargaining agreement. The committee may be convened at the request of either party.

Section 4. (Renumbered, but unchanged from current language)

<u>Life Insurance</u>	The City shall provide all employees with term life insurance in the amount of \$30,000.
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Section 5. (Moved from current Section 1A for clarification purposes)

<u>Other Insurance</u>	The City will continue in effect the present disability and dental insurance, with benefits equivalent to or better than those currently provided by Medical Mutual of Ohio, CIGNA and UNUM.
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6. LIFE INSURANCE

The Union proposes to increase life insurance from \$30,000 to \$50,000. The City opposes any such increase in life insurance.

In support of its proposal, the Union points out that fire fighters are employed in a dangerous occupation and face serious risk of injury everyday. The Union cites life insurance benefit comparables for fire fighters in the area.

The City points out that the life insurance benefit provided to the fire fighters is the same as that provided to all other employees. Moreover, the \$30,000 benefit is higher than most in the area.

ANALYSIS –This fact-finder has determined that there should be no increase in the life insurance benefit. The evidence clearly shows that the current life insurance benefit in the amount of \$30,000 is the same as that provided to all other City employees. Moreover, it ranks relatively high with respect to life insurance provided to fire fighters in other neighboring jurisdictions. There simply was no basis established for raising the life insurance level at this time.

RECOMMENDATION

This fact-finder does not recommend any change in the current Life Insurance benefit level.

LIFE INSURANCE – Current provision, no change.

7. VACATIONS

The Union proposes to add another tier after twenty-two years of service to the vacation schedule. The City opposes any such change.

The Union contends that the additional days off for vacations for the most senior members of the fire department is needed in order to bring the contract here into line with other surrounding fire departments. The Union cited vacation comparables in support of its position.

The City submits that the current vacation benefit is more than reasonable when compared to others in the area. The City also points out that the Union's vacation proposal would have cost implications over the term of the contract. The City simply cannot afford any additional expenditures of this kind at the current time.

ANALYSIS – This fact-finder has determined that there should be no change in the current Vacation Provision as proposed by the Union. The current provision which allows for a maximum of twelve tours of duty off after seventeen years of service with the department appears to be reasonable. Comparables indicate that a fire fighter in many of the neighboring jurisdictions would not receive twelve tours off per year until they actually had more than seventeen years of service with their respective fire departments. Moreover, the Union's proposal obviously has cost implications. As discussed previously, due to a decline in revenue, the City must exercise fiscal restraint.

Considering the various factors presented, this fact-finder finds that the Union's proposal to add another tier to the vacation schedule should not be adopted at the present time.

RECOMMENDATION

It is the recommendation of this fact-finder that there be no change in the current Vacation Provision.

VACATIONS – Current language, no change.

8. HOLIDAYS

The Union proposes to add a clause to compensate employees for working holidays at their overtime rate. The City opposes any change in the Holiday Provision.

The Union contends that the unique nature of the fire department's schedule demands that fire fighters work on holidays. It points out that nearly every city in the area recognizes this burden and provides extra compensation for those fire fighters working on a holiday.

The City argues that it employs numerous people including police as well as fire personnel to work holidays and none of them have been entitled to premium pay for doing so. Moreover in the past, the parties negotiated tradeoffs which in effect provided fire fighters with additional benefits in lieu of holidays.

ANALYSIS – This fact-finder would not recommend any change in the current Holiday Provision. There was insufficient basis established for the modification proposed by the Union. Moreover, the change would have obvious cost implications which at the present time are not justified. As discussed previously, the City is facing a decline in revenue due to the economic downturn and as a result it must exercise considerable restraint on expenditures. For this reason, this fact-finder does not find that the holiday proposal submitted by the Union is warranted.

RECOMMENDATION

It is the recommendation of this fact-finder that there be no change in the Holidays Provision.

HOLIDAYS – Current provision, no change.

9. MINIMUM MANNING

The Union proposes to add a provision stating that sixteen fire suppression personnel be on duty and available to respond to emergency calls at any one time. The City opposes any such provision.

The Union maintains that it is simply requesting that the current unwritten policy of a sixteen-man shift be incorporated into the parties' Agreement. The Union notes that the department has repeatedly stated a minimum manning level needed to safely protect the City.

The City is opposed to the Minimum Manning Provision because it wishes to maintain staffing flexibility which it enjoys under the current Agreement. The City argues that the Union's proposal would needlessly hamstring the department's ability to exercise its discretion in delivering services in the most efficient way possible.

ANALYSIS – This fact-finder would not recommend that there be any new Minimum Manning Article as proposed by the Union. There was insufficient basis established for such a provision. It appears that the Union's proposal could needlessly affect the department's ability to schedule fire fighters for maximum effectiveness. It should also be noted that there is no minimum manning provision found in the FOP's contract. For these reasons, this fact-finder does not find that the Minimum Manning Provision would be appropriate for inclusion in the parties' Agreement here.

RECOMMENDATION

This fact-finder would not recommend any Minimum Manning Provision as requested by the Union.

MINIMUM MANNING – No new provision.

10. DIRECT DEPOSIT

The City proposes that all fire fighter personnel receive their paychecks through a direct deposit system. The Union opposes any Direct Deposit Provision.

The Employer argues that the direct deposit system is less complicated administratively for the City. The City also cites internal parity with the police unit which accepted a Direct Deposit Provision.

The Union points out that direct deposit of payroll may be an attractive option for some but not for everyone. According to the Union, direct deposit has no place in a labor agreement.

ANALYSIS – This fact-finder cannot recommend a Direct Deposit Provision for the fire fighters based upon the information provided. It was unclear as to whether or not the police unit actually accepted a Direct Deposit Provision. A review of the fact-finder's report in the police case does not indicate that such a recommendation was made. As such, this fact-finder is compelled to find that there was insufficient basis established for inclusion of a Direct Deposit Provision in the fire fighters' Agreement.

RECOMMENDATION

It is the recommendation of this fact-finder that there be no Direct Deposit Provision incorporated into the parties' Agreement.

DIRECT DEPOSIT – No new provision.

CONCLUSION

In conclusion, this fact-finder hereby submits his recommendations on all of the outstanding issues presented. It is also the recommendation of this fact-finder that all previously agreed upon tentative agreements be incorporated into the parties' Agreement.

DECEMBER 13, 2002


JAMES M. MANCINI, FACT-FINDER