

STATE EMPLOYMENT RELATIONS BOARD  
CASE NO. 02-MED-03-0171

STATE EMPLOYMENT  
RELATIONS BOARD

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In The Matter of The Fact-Finding Between:

THE CITY OF PARMA )  
 )  
 -AND- )  
 )  
 THE INTERNATIONAL )  
 ASSOCIATION OF FIREFIGHTERS, )  
 LOCAL NO. 639 )

APPEARANCES:

For The City:

Jack L. Petronelli, Esq.,	Attorney
Michelle Kelly-Underwood	PRISM Financial Solutions
Dennis M. Kish	City Auditor
Gerald M. Boldt	Mayor of Parma
Robert M. Dybzinski	Safety Director
John L. French	Chief of Fire

For The Union:

Jim Astornio	President, Northern Ohio
Tom Hanculak, Esq.,	Attorney
Barbara Varanese	Financial Consultant
Nicholas A. Kashf	President, Local 639
Albert S. Gatka	Secretary, Local 639
Lewis G. Davis	Vice President, Local 639
Lonnie Chupa	Negotiating Committee
Bran Flanagan	Negotiating Committee

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BEFORE ALAN MILES RUBEN, FACT-FINDER

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BACKGROUND:

The Employer, The City of Parma, exercises statutory and charter authority and responsibility, inter alia, for fire prevention and suppression and the provision of emergency medical services for its some 85,655 residents.

The City's Fire Department personnel including five Captains, ten Lieutenants, three Fire Prevention Officers (Inspectors) and seventy-eight Firefighters are members of a Bargaining Unit exclusively represented by the International Association of Firefighters, Northern Ohio Firefighters, Local No. 634.

The City and the IAFF are parties to a Collective Bargaining Unit Agreement entered into as of April 1, 2000 for an initial term which expired on March 31, 2002.

The 2000 Agreement provided for a limited re-opener to determine wages and health insurance coverages and cost sharing for 2001. No such re-opener is proposed for inclusion in the successor Agreement. The negotiations over the re-opened terms continued until early in 2002 when the Union accepted the terms recommended by a Fact-Finder.

Pursuant to the Contractual requirements, timely notices were given of the intent to modify or amend the Agreement and negotiations proceeded looking towards the execution of a successor Agreement.

After several bargaining sessions, the parties declared impasse in their negotiations, and the undersigned was appointed Fact-Finder by the State Employment Relations Board on March 1, 2002.

At the direction of the parties, an evidentiary hearing was held on November 12, 2002 at the Parma City Hall. Thereafter, the Fact-Finder held a mediation session with the advocates for the parties on January 3, 2003, but was unsuccessful in resolving the issues in dispute.

Timely in advance of the evidentiary hearing, the parties provided the Fact-Finder with the statements required by Ohio Administrative Code 4117-9-05(F) and the Ohio Revised Code Section 4117.14(C)(3)(a).

By the date of the Fact-Finding proceedings, the parties had tentatively agreed upon a three year term for the successor Contract, and also tentatively agreed to carry forward and incorporate into the new Agreement, mutatis mutandis, all Articles and Sections of Articles from the 2000 Contract except the "re-opener" provision and those set forth below.

The parties further agreed that any modification of the salary schedules would be retroactively effective to January 1, 2002.

The Fact-Finder finds appropriate and recommends the adoption of all of these tentative Agreements.

Remaining unresolved were proposals submitted by the parties for amendments to the following Articles and Sections of Articles of the 2000 Agreement:

1. Article 17 - Sick Leave & Sick Leave Conversion;
2. Article 19 - Funeral Leave;
3. Article 20 - Holidays;
4. Article 21 - Vacation;
5. Article 22 - Longevity;
6. Article 23 - Uniform Maintenance Allowance;
7. Article 24 - Insurance;
8. Article 25 - Salary Schedule;
9. Article 26, Sections 26.02 & 26.05 Workweek, Overtime, Compensatory Time;
10. Article 27 - Educational & Occupational Wage Supplements;
11. Article 29 - Duty Injury Leave;
12. Article 30 - Fire Prevention Bureau;
13. Article 31 - Miscellaneous;
14. Article 33 - Transfers;
15. Article 34 - Military Leave;
16. Article 35 - Paramedics;
17. Article 37 - Promotions;
18. Article 41 - Duration of Agreement

A series of proposals to add new provisions and to amend other Articles and Sections of the Articles of the 2000 Contract were withdrawn. Consequently, all Articles and Sections of Articles which have not been specifically referred to above, and which are not discussed below, are to be carried forward and incorporated without substantive change in the new Agreement, and all proposals for Contractual amendments and the addition of Sections or Articles that are not so referred to or discussed are to be deemed as having been abandoned.

In making his recommendations upon all of the unresolved issues the Fact-Finder has been guided by the factors set forth in O.R.C. Section 4117.14(C)(4)(e) and Ohio Administrative Code 4117-9-05(K) namely:

"(a). past collectively bargained agreements, if any, between the parties;

"(b). comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

"(c). 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 standard of public service;

"(d). the lawful authority of the public employer;

"(e). the stipulation of the parties;

"(f). such other facts, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution proceedings in the public service or private employment."

#### **I. Article 17 - Sick Leave & Sick Leave Conversion**

##### **The 2000 Contract:**

Article 17, Section 17.01 of the expired Agreement provided as follows:

"17.01: Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to contagious disease communicable to

other employees; or 3) serious illness, pregnancy, injury, or death in the employee's immediate family where the employee's presence is reasonably necessary. When the use of sick leave is due to illness or injury in the immediate family, 'immediate family' shall be defined to only include the employee's spouse, children, parents, or parents-in-law."

**The Union's Proposal:**

The Union proposes to delete the qualification that an illness of a family member necessitating the employee's presence must be "serious" in order to allow the employee to use sick leave entitlements.

In support of its proposal the Union argues the "serious" illness qualification is undefined and is not contained in the Contract with the Promoted Police Officers Bargaining Unit, represented by the Fraternal Order of Police, although it does appear in the Contract with the Police Patrolmen represented by the Ohio Patrolmen's Benevolent Association.

The Union complains that upon an employee's return to work he is subject to questioning as to how "serious" was the illness of the child or other family member which required his attendance. In particular, the Union objected to the "badgering" of a Firefighter who utilizes this benefit to care for an ill child when the Firefighter's wife, who also works, is unable to obtain sick leave.

**The City's Proposal:**

The City resists any change in the text of Article 17. It argues that the Union has not provided any evidence that would justify the deletion of the qualification that an illness of a member of the employee's immediate family must be "serious" before sick leave may be utilized to attend to that person.

Regulation 14.02.11 of the Departmental Rules and Regulations provides that:

"Members requesting sick leave due to serious illness in immediate family shall document said illness with physician's report or signature on sick slip. Failure to do this shall result in disapproval of sick leave request."

A memorandum issued on June 27, 2001 relating to Journal Order 1-2001, amplifies this requirement by mandating that applications for sick leave because of:

"... serious illness in immediate family shall have the full name of the employee's spouse, children, parents or parents-in-law that was ill. The sick leave application must be signed by a physician or a physician's report must be attached to the sick leave request form documenting the serious illness. Failure to follow these requests will result in the disapproval of sick leave request."

**The Fact-Finder's Analysis and Findings:**

The qualification that the utilization of sick leave to attend to a member of the employee's immediate family is

available only when the family member is suffering from a "serious illness" has been in the Contract for some time, and the record before the Fact-Finder does not evidence that its administration by the City has been unreasonable.

Moreover, the Fact-Finder observes that the dispute over whether illnesses must be "serious" or not appears to be mooted by the further requirement that the "employee's presence is reasonably necessary."

If the employee's presence is reasonably necessary, it should follow that the illness be considered "serious" for purposes of this Contract provision.

#### **THE FACT-FINDER'S RECOMMENDATIONS:**

The Fact-Finder does not find appropriate and does not recommend any change in Article 17, Section 17.01.

#### **II. Article 19 - Funeral Leave:**

##### **The 2000 Contract:**

Article 19, Section 19.01 of the expired Agreement provided as follows:

"19.01: Employees shall be granted funeral leave time off with pay and which shall not be charged against sick leave. In the event of the death of a spouse, child, parent, brother, sister, grandparent, or grandparent-in-law, or a mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law, of an employee covered by this Agreement shall be entitled to four successive calendar days for forty (40) hours members on one tour of duty of funeral leave with pay."

**The Union's Proposal:**

The Union proposes to increase the funeral leave with pay from one tour of duty to two tours of duty.

In this demand the Union seeks to equilibrate Firefighters' paid funeral leave time-off with the one-week allowed Police Patrolmen, Police Promoted Officers and other employees.

The Union proposes, in addition, to include grandchildren among the family members whose death triggers employee eligibility for funeral leave time-off with pay.

**The City's Proposal:**

The City opposes any change to Article 19, Section 19.01 of the Collective Bargaining Agreement. The City insists that because of unique scheduling of Firefighters, the dispensation of one tour of duty actually results in their being off-duty for five days. They have the option of utilizing sick leave if more time is required.

With respect to the Union's request to add grandchildren to the list of eligible family members, the City refers to the fact that its Contracts with the Police Patrolmen, the Police Promoted Officers and the Correction Officers do not include grandchildren among the family members whose death triggers paid funeral leave time.

**The Fact-Finder's Analysis and Findings:**

Parma provided information on the funeral leave available to Firefighters in Cities it deemed comparable.

Of these, Cleveland Heights, Fairview Park, Maple Heights, Middleburg Heights and North Royalton offer only one tour of duty in the event of the death of a member of the Firefighter's immediate family. Middleburg Heights allows an additional tour of duty-off in the event of the death of a spouse or child.

Brookpark provides paid leave of twenty-four working hours for funerals held within a four-hundred mile radius of the City, and forty-eight working hours if the funeral is located more than four-hundred miles from the City. In the event of the death of a spouse or a child, Brookpark authorizes ninety-six working hours regardless of location of the funeral.

Berea grants paid funeral leave of two tours of duty, in the event of the death of a relative within the first degree of consanguinity or affinity, and three tours of duty-off in the event of the death of a spouse or child. However, no funeral leave is allowed for the death of any other relative, and employees must utilize available sick leave to attend the funeral.

Lakewood makes a similar distinction between relatives of the first degree and all other family members. It allows ten days of paid funeral leave for relatives within the first degree of consanguinity, and five days for all other family members.

Olmsted Falls permits three shifts of paid funeral leave in the event of the death of a spouse, child or parent, and two shifts for other immediate family members.

The funeral leave presently allowed Parma Firefighters encompasses without distinction not only relatives within one degree of consanguinity and affinity, but also in-laws for whose funeral arrangements ordinarily employees would not have responsibility, nor for whose death ordinarily employees would not require equivalent grieving time.

Review of the data on the length of funeral leaves allowed Firefighters in comparable communities does not support the Union's request for an additional tour of duty-off, and the Fact-Finder does not find any other basis for recommending the Union's proposal.

Turning to the issue of whether grandchildren ought to be added to the list of relatives for whom funeral leave is available, only Bay Village, Cleveland Heights, Fairview Park and Lakewood include grandchildren among the list of eligible family members. In Maple Heights the grant of

funeral leave upon the death of grandchildren is discretionary.

The Fact-Finder believes that grandchildren are not only typically emotionally closer to employees than remote in-laws for whom funeral leave is presently available, but also that employees as grandparents may share responsibility for funeral arrangements.

It is likely that the failure of many Contracts to include grandchildren among the list of eligible family members upon whose death funeral leave is available is attributable to the fact that for those relatively few employees who have grandchildren, the death of a grandchild has been so infrequent an occurrence that the subject has not arisen as an issue in negotiations.

The rarity of occasions when funeral leave will be requested because of the death of a grandchild permits the Fact-Finder to infer that the economic cost to the City of adding grandchildren to the list of eligible relatives upon whose death funeral leave may be granted would be minimal. Accordingly, the Fact-Finder believes the Union's proposal is meritorious.

**THE FACT-FINDER'S RECOMMENDATIONS:**

The Fact-Finder recommends that Article 19, Section 19.01 be amended to read as follows:

"19.01: Employees shall be granted funeral leave time off with pay which shall not be charged against sick leave. In the event of the death of a spouse, child, parent, brother, sister, grandparent, grandchild or grandparent-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law, of a forty (40) hour employee covered by this Agreement, the employee shall be entitled to four successive calendar days of such leave, and for a forty-eight (48) hour employee shall be entitled to one tour of duty of funeral leave with pay."

### **III. Article 20 - Holidays:**

#### **The 2000 Contract:**

Article 20 of the expired Agreement provided for holiday leave and compensation to employees who were scheduled to work on a designated holiday.

The relevant provisions of Article 20 are set forth below:

"20.01: Each Employee within the bargaining unit covered by this Agreement who does not work a forty (40) hour workweek shall be entitled to six (6) tours, (except as those outlined in article 21.02(G) and (H) of duty as holiday leave. [sic]

"20.02: For Employees who work a forty (40) hour workweek the following days are hereby declared to be legal holidays:

New year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	
Friday After Thanksgiving	
Christmas Day	

....

"20.06: All Members working on the following Holidays shall be compensated at time and one-half for all hours worked on said Holiday:

New Year's Day	Christmas Day
Thanksgiving Day	Easter Sunday

...."

**The Union's Proposal:**

The Union proposes to add a fifth holiday - Independence Day - as a holiday subject to the time and one-half compensation rate.

**The City's Proposal:**

The City opposes any change in the number of holidays for which premium pay is available to employees scheduled to work. It expresses its concern over the additional cost incurred to staff Fire Stations on the additional day.

**The Fact-Finder's Analysis and Findings:**

The Firefighters' schedule is unique among City employees. Firefighters work a twenty-four hour shift followed by forty-eight hours off-duty.

Because of the scheduling differences, internal comparisons with other City employees, such as Police Officers, who receive premium pay only on four holidays on which they are scheduled to work, are not compelling.

Firefighters who are scheduled to work a holiday are no more disadvantaged, and no more deserving of additional compensation for the sacrifice, than any other employee.

Comparing Parma Firefighter Holiday benefits to those provided by twelve Cuyahoga County Cities for which data was supplied, - Bay Village, Berea, Brookpark, Cleveland, Fairview Park, Maple Heights, Lakewood, Middleburg Heights, North Royalton, Olmsted Falls, Rocky River and Strongsville, - no disparity is apparent.

Bay Village provides premium pay for working on five holidays, Olmsted Falls for working on six, Fairview Park for working on seven, Brookpark for working on ten and Rocky River for working on twelve.

However, four Cities - Berea, Maple Heights, Middleburg Heights and North Royalton offer no premium pay for holiday work. Strongsville provides time and one-half for employees working on only three scheduled holidays.

The evidence is not persuasive that there is justification for imposing an additional cost upon the City by increasing the compensation of Firefighters who are called upon to work on more than the presently scheduled four holidays.

**THE FACT-FINDER'S FINDINGS AND RECOMMENDATIONS:**

The Fact-Finder does not find it appropriate and does not recommend any change in the provisions of Article 20.

**IV. Article 21 - Vacation:**

**The 2000 Contract:**

Article 21, Section 21.05 of the expired Contract provided:

"21.05: During a member's last one, two, or three years of service with the employer, the employee, at his discretion, may work his scheduled vacation at the straight time rate of pay. A member who elects this option shall receive each year's pay divided into twenty six (26) parts, and each part shall be added to the members regular bi-weekly salary. If the member does not retire as scheduled, this option may not be exercised again."

**The Union's Proposal:**

The Union wishes to allow employees at their option to work their scheduled holidays, as well as their scheduled vacation, at the straight time rate of pay during any of their last three years of service prior to becoming eligible for retirement.

The employee who exercises this option boosts pension benefits, while the employer may reduce its overtime liability.

**The City's Proposal:**

The Employer objects that any increase in retirement benefits far exceeds any overtime savings that the Union's

proposal may generate. In light of its "strained financial condition", the City prefers that compensation be made directly through wage increases which will benefit all Bargaining Unit members.

**The Fact-Finder's Analysis and Findings:**

Police Officers and other employees of the City have the opportunity equally with Firefighters of working their scheduled vacations at the straight time rate of pay for purposes of boosting their retirement benefits. In this respect, Firefighters are no different than any other employee, and the Fact-Finder does not find any reason on the record to provide exceptional treatment for Firefighters.

None of the thirteen Cities in Cuyahoga County for which data was presented have any comparable allowance for the voluntary working of vacation or holidays at the straight time rate during the three years preceding retirement eligibility.

The evidence does not provide justification for recommending the adoption of the Union's proposal.

**FACT-FINDER'S RECOMMENDATIONS:**

The Fact-Finder does not find it appropriate and does not recommend any change in the provisions of Article 21, Section 21.05.

V. Article 26 - Work Week, Overtime, Compensatory

Time:

The 2000 Contract:

Article 26, Section 26.02 of the expired Contract dealing with overtime eligibility provided in relevant part:

"...

"In order to be eligible for an overtime pay, an employee must work his last complete regularly scheduled work day prior to, and his first complete regularly scheduled work day after the overtime day.

"If an employee is off sick on his last complete regularly scheduled day prior to an overtime day, the employee shall not be eligible for an overtime day until he works his next complete regularly scheduled shift.

"Any employee previously scheduled for an overtime day, who is sick his regularly scheduled day before, or who takes off sick the first regularly scheduled day after the overtime day shall not be entitled to any premium pay for the overtime day, but shall receive straight time pay."

The Union's Proposal:

The Union seeks elimination of the attendance requirements which condition eligibility to work an overtime day, and for premium pay when an overtime day is worked.

In support of its proposal, the Union asserts that in years past the Firefighters were assigned to work at the Dispatch Center. To avoid this relatively "distasteful" duty, some Firefighters would call-off sick when they were scheduled to work at the Center. Thus, the Union continues, the City sought to minimize this abuse by imposing the attendance requirements. Since Firefighters are no longer assigned to the Dispatch Center, there is no need for these provisions which unfairly penalize Firefighters who do not abuse sick leave.

**The City's Proposal:**

The City resists elimination of the attendance requirements for overtime compensation as presently contained in Article 26.

It argues that the requirement that the employee work the day before and the day after a scheduled overtime day is needed to deter sick leave abuse its and attendant overtime cost to the City.

**The Fact-Finder's Analysis and Findings:**

There are no counterpart attendance requirements in the overtime provisions of the Contracts covering Police Officers and other employees. However, as observed earlier, the scheduling of Firefighters is unique among all the City employees.

It is also true that none of the thirteen Cities in Cuyahoga County deemed comparable and for which data was provided - Bay Village, Berea, Brookpark, Cleveland, Cleveland Heights, Fairview Park, Lakewood, Maple Heights, Middleburg Heights, North Royalton, Olmsted Falls, Rocky River and Strongsville - condition overtime eligibility upon attendance requirements.

The record before the Fact-Finder is bereft of evidence as to the number of occasions on which an employee was denied an overtime assignment because of absence on account of claimed illness on his last scheduled work day prior to the overtime opportunity, or on his regularly scheduled first work day after the overtime day. Nor is there evidence concerning the incidence of occurrence of the related situation when an employee who is scheduled for an overtime day, but is sick on his first regularly scheduled work day before or after the overtime day, loses his eligibility for premium pay.

In the absence of evidence of any unfairness or hardship affecting the Firefighters, the Fact-Finder is not persuaded that the attendance requirement should be eliminated from the successor Agreement.

**THE FACT-FINDER'S RECOMMENDATIONS:**

The Fact-Finder does not find appropriate and does not recommend any change in Article 26, Section 26.02.

**VI. Article 26 - Work Week Overtime Compensatory Time:**

**The 2000 Contract:**

Article 26, Section 26.05 of the expired 2000 Contract provided:

"26.05: For Employees of the Division who upon discharge, resignation, death or retirement from the Division have accumulated compensatory time due shall be paid for such compensatory time as follows:

"1) at the average regular rate of pay received by that employee during his last three years of employment or;

"2) at the Employee's final regular rate of pay at his termination whichever is greater."

Nothing in Article 26 relates to the determination of the base rate of pay for the purpose of computing overtime payments.

**The Union's Proposal:**

The Union proposes to add a new subsection 3 to Article 26, Section 26.05 to read as follows:

"3) Longevity pay and education pay shall be included in the base rate of pay for computing overtime payments."

The Union calls attention to the fact that the Patrolmen's Contract includes the employee's longevity compensation in the rate of pay for purposes of overtime calculation. So also, the City's Contract with the Correction Officers provides that the normal hourly rate of pay includes the employee's longevity compensation.

**The City's Proposal:**

The City adheres to the overtime requirements of the Fair Labor Standards Act but is opposed to doing more than that Act requires in the calculation of base pay for purposes of overtime pay because of the cost implications.

**The Fact-Finder's Analysis and Findings:**

Of the thirteen Cities in Cuyahoga County for which data was supplied, eleven have no provision for determining the base rate pay for overtime calculations. Bay Village provides that longevity pay shall be considered as part of base pay, and Brookpark adds both longevity and all extra training pay.

Determination of the rate of pay for overtime calculation purposes is within the jurisdictional competence of the Department of Labor, and issues relating to the inclusion of various forms of compensation in the calculation of overtime may be resolved by that Agency on a uniform basis.

The City must, of course, adhere to the Department's interpretation of the Fair Labor Standards Act, and the Union has not provided any reason for going beyond that which may be required by the Department of Labor.

**THE FACT-FINDER'S RECOMMENDATIONS:**

The Fact-Finder does not find appropriate and does not recommend any change in the text of Article 26, Section 26.05.

**VII. Article 27 - Educational and Occupational Wage Supplements:**

**The 2000 Contract:**

Article 27 of the expired Contract provided:

"27.01: All state-certified Fire Safety Inspectors who are assigned duty as Fire Safety Inspectors shall receive an annual payment of one hundred dollars (\$100) per year.

"27.02: All state-certified Emergency Medical Technician-Ambulance (EMT-B) card carriers shall receive an additional four hundred dollars (\$400) per year.

"27.03: All state-certified Emergency Medical Technician-Paramedic (EMT-P) card carriers shall receive an additional five hundred dollars (\$500) per year.

"27.04: State-certified Emergency Medical Technicians shall be entitled to receive the above stated additional payments under only one of the EMT categories at the Employee's highest level of certification.

"27.05: Employees who are assigned to ambulance duty shall, in addition to their regular pay,

receive one dollar (\$1.00) for each hour so worked.

"27.06: When there is no officer at a Fire Station for a twenty-four (24) hour shift, the Chief of Fire and/or his Station Officer shall designate a Fire fighter to be in charge of the station. Such Fire Fighter in charge shall be compensated as an Acting Officer, provided there is a minimum of three (3) Fire Fighters on duty at the station. The Acting Officer shall be compensated in the amount of thirty dollars (\$30.00) for each tour so worked.

...."

**The Union's Proposal:**

The Union proposes to increase the annual allowance of Fire Safety Inspectors from \$100.00 to \$250.00, Emergency Medical Technician - Ambulance (EMT-B) employees from \$400.00 to \$500.00, Emergency Medical Technician - Paramedic (EMT-P) employees from \$500.00 to \$1,000.00. It further proposes to increase the premium paid to employees assigned to Ambulance duty from \$1.00 per hour to \$2.00 per hour. Finally, it seeks to compensate Firefighters who are "required to work in an out of capacity position for any portion of a twenty-four (24) hour shift, ... at the rate of pay which equals the rate of pay of the position which is being filled out of capacity (e.g., Firefighter as Acting Lieutenant; Lieutenant as Acting Captain; Captain as acting Chief)."

In support of its proposals the Union insists that these pay schedules have not changed since 1993, and that other communities have increased the compensation for such services.

**The City's Proposal:**

The City opposes any increase in the supplements because of its "strained budget", and believes that any adjustments should be made in the form of across-the-board wage increases. Further, with respect to increasing the compensation for employees working out-of-classification, the City responds that although an employee may fill a higher position, the employee does not take on all of the duties of the position he temporarily occupies, and thus should not be entitled to all of the compensation associated with the position.

**The Fact-Finder's Analysis and Findings:**

Considering "internal comparables", the Fact-Finder notes that Parma's Police Patrolmen's Contract provides that a Patrolman acting in the capacity of a Sergeant of the Uniform Patrol, or a Detective acting as Officer-in-charge of the Detective Bureau will be compensated at the Sergeant's rate of pay for each hour worked in such capacity.

Parma's Contract with the American Federation of State County and Municipal Employees provides pertinently that employees assigned to perform duties of another, higher rated classification will receive the higher rate of compensation for all hours so worked.

**A. Paramedic and EMT-B Supplements:**

Pursuant to Article 35 of the Contract, the City maintains a minimum of sixty active Firefighter/Paramedics and six Paramedic Officers.

At the present time seventy-five of the Firefighters hold active Paramedic (EMT-P) status. Nine Firefighters have chosen to be placed on Paramedic reserve status where they receive supplemental pay at the EMT-B level, but are not assigned ambulance duties unless certain emergency conditions exist. The remaining ten Firefighters carry EMT-B Certification.

A review of the Contract provisions provided for Fire Departments deemed comparable reveals that five provide supplements for both classifications - Lakewood - (EMT - \$300.00, Paramedics - \$750.00); Maple Heights - (EMT - \$500.00, Paramedics - \$1,375.00); North Royalton - (EMT - \$600.00, Paramedics - \$2,350.00); Berea (EMT - 2%, Paramedics - 5%); (EMT - \$1,600.00, Paramedics - 4.5%).

Four others - Bay Village - (\$1,025.00); Fairview Park - (\$1,600.00); Olmsted Falls - (\$1,500.00) and Strongsville - (\$1,500.00) provide wage supplementation only for Paramedics and not for Emergency Medical Technicians-B.

The Union recapitulations of jurisdiction's providing supplemental pay for EMT-B and EMT-P certificated employees is set forth below:

<b>City</b>	<b>Paramedic Pay</b>	<b>RIDE TIME</b>
Shaker Heights	3,167.00	
Brook Park	2,997.00	
Euclid	2,950.00	1.15 per hour
Parma Heights	2,870.00	
North Royalton	2,425.00	
Warrenville Heights	2,300.00	
Cleveland Hts.	2,231.00	
Broadview Heights	2,200.00	
Brooklyn	2,150.00	
Strongsville	1,522.00	
Garfield Heights	1,400.00	
Middleburg Heights	1,302.00	
Fairview Park	1,200.00	
Cuyahoga Heights	1,000.00	
Lakewood	735.00	
Parma	500.00	1.00 per hour
East Cleveland	NA	
<b><i>Union Proposal</i></b>	<b><i>1,000.00</i></b>	

<b>City</b>	<b>Paramedic Pay</b>	<b>RIDE TIME</b>	<b>1992</b>
Shaker Heights	3,167		2263
Brook Park	2,997		1400
Euclid	2,950	1.15 per hour	1300
Parma Heights	2,870		800
North Royalton	2,425		NA
Warrenville Heights	2,300		1640
Cleveland Hts.	2,231		1500
Broadview Heights	2,200		NA
Brooklyn	2,150		1200
Strongsville	1,522		1400
Garfield Heights	1,400		900
Middleburg Heights	1,302		1000
Fairview Park	1,200		900
Cuyahoga Heights	1,000		500
Lakewood	735		NA
East Cleveland	NA		NA
Average	2,030		1234
<b>Parma</b>	<b>500</b>	<b>1.00 per hour</b>	<b>450</b>
<b><i>Union Proposal</i></b>	<b>1,000</b>		

The Union seeks to increase the EMT-B card carriers supplementation from the existing \$400.00 per year to \$500.00, but proposes to double the supplementation of Medical Technician/Paramedics (EMT-P) card carriers from \$500.00 to \$1,000.00 per year. Of course, more than three quarters of the Bargaining Unit members receive Paramedic pay, but no evidence was offered of a change in duties or other pertinent job characteristics as would warrant a reallocation of compensation between the two EMT classifications.

The City has a finite amount of money to spend on wages.

In allocating the dollars available for employee compensation, the Fact-Finder does not believe it appropriate to reduce the general wage increase and transfer dollars as disproportionately to Paramedic and EMT-B wage supplementation unless there is reason to decrease the compensation of EMT-B classified personnel and increase that of Paramedic personnel.

Consequently, in the absence of justification, the Fact-Finder does not believe there should be a change in the portion of compensation which the Paramedic classified employees receive at the expense of the EMT-B classified employees.

**B. Fire Safety Inspectors Supplement:**

Turning to the Union's request for an increase in the Fire Safety Inspector's annual supplementation from \$100.00 to \$250.00, the Fact-Finder notes that the salary for Fire Prevention Inspectors is higher than that of any other classification except Captain, and by Contract the Fire Inspector rate must "reflect at least ... (\$1,000.00) annual difference between the rank of Lieutenant and Fire Prevention Officer."

There is no evidence of record indicating why a change in supplementation is warranted. No suggestion is made that the duties or other characteristics of the job have changed in the interim since the last Contract negotiations. Accordingly, the Fact-Finder cannot find any justification for increasing the supplementation to the Fire Safety Inspectors.

**C. Ambulance Duty Supplementation:**

Coming next to consider the Union's request that employees who are assigned Ambulance duties shall receive an additional premium of \$1.15 for each hour so worked, the Fact-Finder's comments with respect to the prior supplementation requests are equally applicable here. Ambulance duty goes with the territory of EMT Certified Firefighters. Only one of the jurisdictions cited by the

Union as comparable, offers any Ambulance duty premium whatsoever.

Euclid provides "ride time" supplementation in the amount of \$1.15, a supplement established in 1992.

The Fact-Finder therefore cannot agree that the supplementation should be increased from the present \$1.00 to \$2.00 per hour.

**D. Supplementation for Working Out-of-Capacity:**

The Union's final request for supplementation is of a different character. The Union seeks to have Firefighters who are assigned to a higher classification to be compensated at the rate of the higher classification. It asks that Firefighters who are assigned as Acting Lieutenants receive the Lieutenant's rate of pay, that Lieutenants who are assigned to act as Captains receive the Captain's rate of pay, and a Captain who is assigned to serve as Acting Chief shall receive the Chief's pay.

Consideration of both external and internal "comparability" data support the Union's proposal.

Of the jurisdictions deemed to be comparable, Cleveland Heights, Lakewood, Maple Heights, North Royalton and Strongsville provide that Firefighters assigned to serve as Acting Lieutenants are to receive the Lieutenant's rate of pay. Cleveland Heights extends the Captain's rate

of pay to those who act in that capacity. Berea provides that Firefighters assigned to serve as an Officer in Charge receive \$30.00 per tour when they perform those duties. Middleburg Heights provides for a \$48.00 per shift supplement for employees who act as Lieutenant or as Acting Chief. North Royalton provides \$20.00 supplement for anyone assigned to serve as Acting Chief. Bay Village offers a \$100.00 per month supplement for employees designated to serve as a Fire Inspector or Fire Chief.

The Collective Bargaining Agreement with the American Federation of State and County and Municipal Employees, Local 1099, provides that employees required to perform duties in a classification which has a pay rate higher than the pay rate assigned to the employee's regular classification "shall, when assigned and working in the higher classification, receive the rate of compensation of the higher classification for the hours worked in the higher classification."

Similarly, the Contract with the Patrolmen's Benevolent Association for Patrolmen provides that Bargaining Unit members who are designated to act in the capacity of Sergeant of a Uniform Patrol shift shall be compensated at the Sergeant's rate of pay for each hour worked in such capacity.

The City argues that when a Bargaining Unit member is assigned to act in a higher classification, the Bargaining Unit member does not perform all of the duties associated with the higher rated position. While that may true, it is also true that the incumbent of the higher rated classification does not perform all of the duties associated with that rank on every tour of duty. The fact of the matter is that whenever a Bargaining Unit member is temporarily assigned to higher classification it is expected that he will properly perform the principal duties of that position, and in particular, discharge the responsibility for command when assigned as an Acting Officer in charge of a Station. The Fact-Finder therefore concludes that the compensation of the higher rated position should be paid to the Firefighter working out-of-classification on an hour-for-hour basis.

**THE FACT-FINDER'S RECOMMENDATIONS:**

The Fact-Finder finds appropriate and recommends that Article 27, Section 27.06 be amended to read as follows:

"Section 27.06: Any employee who is assigned to, or is designated to work in, a higher pay wage rated position or classification, shall receive the hourly pay rate of the position or classification for each hour so worked."

**VIII. Article 34 - Military Leave:**

**The 2000 Contract:**

Article 34, Section 34.02 of the expired Agreement provided:

"34.02: Compensation Employees shall receive compensation they would have received for up to thirty-one (31) days in a calendar year even though they served more than thirty-one (31) days on field training or active duty. There is no requirement that the service be for one continuous period of time. Employees are required to submit to the administration an order or statement from the appropriate military authority as evidence of military duty before military leave with pay will be granted.

..."

**The City's Proposal:**

The City would amend Section 34.02 to provide that employees shall receive military leave compensation in accordance with relevant provisions of the Ohio Revised Code. The City states that this provision was intended to provide compensation for workdays of eight hours. However, because the Firefighters have a unique schedule of twenty-four hours on-duty and forty-eight hours off, the provision might give rise to claims that Firefighters called to active duty are entitled to pay for 744 hours. The City states that the cost of scheduling replacements usually at the overtime rate, to fill-in for personnel on

military leave is burdensome, and that payment at a twenty-four a day rate would be prohibitively expensive.

**The Union's Proposal:**

The Union opposes any change in the current language and suggests, instead, that were a well grounded dispute to arise over the interpretation of this provision, it may be grieved to final and binding arbitration.

**The Fact-Finder's Analysis and Findings:**

Neither party presented data with respect to the military leave policies obtaining in other Cuyahoga County Fire Departments, and the Fact-Finder notes that the Patrolmen's Contract does not contain any military leave provision.

Under the circumstances, the Fact-Finder does not believe that Firefighters are entitled to any greater privilege for being called into service than any other City employee, all of whom are entitled to the leave provisions contained in the Ohio Revised Code. Accordingly, he finds meritorious the City's proposal to incorporate into the Contract the military leave compensation provisions of State Law.

**THE FACT-FINDER'S RECOMMENDATIONS:**

The Fact-Finder finds appropriate and recommends that the first paragraph of Article 34, Section 34.02 be amended to read as follows:

"34.02: Compensation Employees shall receive compensation they would have received for up to thirty-one (31) eight-hour days (248 hours) in a calendar year or such greater compensation as the State by legislation may provide, even though they served more than thirty-one (31) days on field training or active duty. There is no requirement that the service be for one continuous period of time. Employees are required to submit to the administration an order or statement from the appropriate military authority as evidence of military duty before military leave with pay will be granted.

**IX. Article 30 - Fire Prevention Bureau:**

**The 2000 Contract:**

Article 30 of the expired Contract does not contain a provision concerning supplemental compensation for members of the Fire Prevention Bureau who carry pagers.

**The Union's Proposal:**

The Union proposes a new Section 30.07 to read as follows:

"Members of the Fire Prevention Bureau shall be required to carry a pager while on off-duty status and shall receive additional compensation as follows:

"Twenty-Five Dollars (\$25.00) per week."

There are presently three Inspectors who, in rotation, are required to be on-call.

The Union draws an analogy to the case of Police Patrolmen who are required to carry a pager while on off-duty status and receive an additional \$20.00 per week for doing so.

**The City's Proposal:**

The City resists any attempt to add additional compensation. It argues that the Inspectors assigned to the Bureau are scheduled to work forty hours a week, ten hours on each of four days. Compensation for being "on call" is build into their wage schedules, and Fire Safety Inspectors receive \$100.00 per year supplements.

**The Fact-Finder's Analysis and Findings:**

The evidentiary presentation with respect to this issue is meager at best. It appears that there are three Inspectors assigned full-time to the Fire Prevention Bureau, all of whom are normally scheduled for a forty-hour workweek, and are compensated more highly than the other members of the Bargaining Unit except those holding the rank of Captain.

So far as the evidence allows the Fact-Finder to inquire into the matter, it appears that the carrying of a pager "goes with the territory", and is part of the normal duties of the Fire Inspectors.

Under the circumstances, the Fact-Finder is not persuaded that the Inspector's situation is analogous to that of the Police Patrolmen who may be required to carry a pager.

Review of the available Cuyahoga County Fire Department Contracts reveals that none provide Inspectors with a premium for carrying a pager.

The Fact-Finder sees no reason why Parma should be the first to do so.

**THE FACT-FINDER'S RECOMMENDATIONS:**

The Fact-Finder does not find appropriate nor recommends the addition of a Section 30.07 to Article 30 as proposed by the Union.

**X. Article 29 - Duty Injury Leave:**

**The 2000 Contract:**

Article 29, Sections 29.03 and 29.04 of the expired Contract provided:

"29.03: To be eligible under this provision the member must report in writing to a superior by the close of the shift of the incident forming the basis of the injury even if the injury itself does not immediately develop or does not immediately appear serious. Gross negligence should not be contributing factor in causing a serious injury resulting in a claim.

"29.04: Such benefits shall commence upon the seventh (7<sup>th</sup>) calendar day from the start of such period of disability and shall continue for six (6) months from such date."

**The Union's Proposal:**

The Union proposes to amend Section 29.04 to read as follows:

"Such benefits shall commence immediately upon the approval of the appointing authority and shall be retroactive to the time of said injury, and shall continue for six (6) months from date of approval."

The Union argues that the seven calendar day waiting period includes two tours of duty during which Firefighters must use their sick leave. In contrast, the Union notes that Police Officers injured in the line of duty are entitled to injury leave from the date a service-related disability was incurred. Therefore, it seeks equal treatment.

**The City's Proposal:**

The City rejects any change in the injury leave provision. It states that Workers' Compensation eligibility occurs after seven days, and is retroactive for injuries lasting longer than seven days. The Workers' Compensation benefit payable to employees is equivalent to their regular salary compensation because of favorable tax treatment. But, the City concedes that there is no requirement that injured employees file for Workers'

Compensation, and that Workers' Compensation benefits do not include pension contributions.

**The Fact-Finder's Analysis and Findings:**

A review of the Cities in Cuyahoga County for which data was presented reveals that most require injured Firefighters, as a condition of injury leave eligibility, to file for Workers' Compensation and sign a waiver assigning to the Employer the temporary total disability benefits. But there is no consensus on whether such leave is available from the date of injury, or after a waiting period during which available sick leave must be utilized.

The City of Brookpark offers a "high risk injury leave" where employees who become totally disabled as a result of injuries or illness directly resulting from a "high risk" situation may be granted leave beginning with the fourth work day.

The City of Strongsville also permits employees who have experienced an injury as a result of the performance of hazardous duty in emergency situations to be paid their regular compensation for up to one hundred and twenty calendar days from the date the service related injury was incurred. The first forty-eight hours of absence of Firefighters injured in the performance of non-hazardous duties, however, is charged against the employees'

accumulated sick leave credit to the extent it is available.

Maple Heights, on the other hand, offers a "line-of-duty injury leave" beginning on the date of injury and continuing up to 180 calendar days.

Article XXXII of the Police Patrolmen's Contract distinguishes between disabilities resulting from the performance of "hazardous duties", and disabilities which are the result of the performance of non-hazardous duties within the scope of an Officer's employment.

With respect to injuries occasioned by the performance of non-hazardous duties, the first twenty days of disability is charged against the employee's accumulated sick leave credit, to the extent that such credit is available.

Employment related injuries, regardless of whether attributable to "hazardous duties" or not, require the employee to file for Workers' Compensation and sign a waiver assigning to the Employer all the temporary total disability benefits to which the employee is entitled.

While both Firefighters and Police Officers accrue sick leave at the rate of 4.6 hours for each eighty hours of service, and may accumulate such leave without limit, unlike Police Officers, Firefighters average forty-eight

hours per week, and, thus, have the opportunity to accumulate greater amounts of sick leave than do Police Officers.

Under these circumstances, the Fact-Finder is not persuaded that there is justification for allowing Firefighters to utilize injury leave rather than sick leave for the first seven days following a work related disability. As the City points out, even if an injured Firefighter has no sick leave time available, Workers' Compensation benefits are retroactively effective to cover those first seven days of absence from work.

Accordingly, the Fact-Finder does not believe that there is any necessity to eliminate the waiting period for injury leave benefits.

**THE FACT-FINDER'S RECOMMENDATIONS:**

The Fact-Finder does not find appropriate and does not recommend any change to Article 29, Section 29.04.

**XI. Article 37 - Promotions:**

**The 2000 Contract:**

Article 37 of the expired Contract established a five member Promotional Board including two designees of the Union President, who interview the three individual candidates who have scored the highest on the written

promotional examination and recommend a candidate for the promotional opening.

**The Union's Proposal:**

The Union proposes to eliminate the Promotional Board and award the promotion to the applicant who has scored highest on the Civil Service Examination. The Union proposes:

"Section 37.01: All promotions to the ranks above firefighter shall be made in accordance with State of Ohio Civil Service Laws or Regulations.

"Section 37.02: A Civil Service examination shall be given and a promotional list of successful applicants shall be compiled in accordance with the rules and regulations of the Civil Service Commission, except that no employee shall be eligible to take the Lieutenant's Exam without having completed five (5) years in the rank of Fire Fighter by the time of the written examination. Upon the compiling of such a list, the Civil Service Commission shall provide the Safety Director with the name of the highest scorer on the list. The Employer shall then appoint such individual to the position as soon as reasonably practical.

"Remove and Delete sections 37.03 and 37.06."

**The City's Proposal:**

The City seeks to maintain the Promotional Board and the promotion procedure. The City maintains that other factors are properly taken into account beside the ability to test well, and that in any event, the candidates are not

listed by the Civil Service Commission in order of test score rankings, but rather alphabetically.

**The Fact-Finder's Analysis and Findings:**

The Union failed to present any evidence supporting a claimed deficiency in the operations of the Promotional Board such as would warrant its abolition. Indeed, the record is bereft of any suggestion that problems had arisen in the past so that grievances were filed by unsuccessful candidates claiming that they were bypassed in favor of less qualified applicants because of favoritism or other non-merit factors.

The Fact-Finder notes that the Patrolmen's Contract similarly establishes a Promotional Board to make selections among the candidates for higher ranks. So too, a review of the Collective Bargaining Agreements enforced between Firefighters and other Cuyahoga County Cities discloses that a majority consider promotional decisions to fall within the scope of the Employer's managerial rights. Cleveland, Middleburg Heights, Bay Village, Brookpark, and North Royalton all provide for discretionary consideration of factors other than examination scores.

Upon the present record, the Fact-Finder is disinclined to accept the Union's proposal.

**THE FACT-FINDER'S RECOMMENDATIONS:**

The Fact-Finder does not find it appropriate and does not recommend any change in Article 37.

**XII. Article 35 - Paramedics**

**The 2000 Contract:**

Article 35 of the expired Contract provided:

"35.01: The City will maintain a minimum of sixty (60) active firefighter/paramedics and six (6) paramedic officers.

"35.02: Paramedics may request to change paramedic status with the Parma Fire Department when the number of active firefighter/paramedics exceeds sixty (60).

"35.03: On or before August 1<sup>st</sup> of each year, the Fire chief shall post in each fire station for a period of thirty (30) days a notice indicating the anticipated number of positions which can cease performing ambulance duties with the Parma Fire Department on January 1<sup>st</sup> of the following year.

"35.04: Each year, prior to September 15<sup>th</sup>, a paramedic with twelve (12) or more years as a paramedic within the Parma Fire Department, and meeting the requirements of this Article, desiring to change their paramedic status, shall indicate their desire to the City to change their status by submitting the request to the City. Changing paramedic status shall be by request and granted by the Fire Chief if all the above criteria are met. Changing paramedic status shall be granted by paramedic seniority within the Parma Fire Department.

"35.05: Members may choose one (1) of the following options when changing paramedic status.

"A. A member may change to paramedic reserve status. Paramedics on reserve status shall receive supplemental pay at the EMT-B level for

that calendar year. Paramedic reserves shall not be assigned to ambulance duty unless:

"1. Less than eight (8) active paramedics are on duty that tour, and paramedic reserves are actually on duty that day.

"2. A mass casualty or other state of emergency is declared by the Safety Director of the Fire Chief of the Parma Fire Department. Example: plane crash, building explosion, etc..

"B. A member may change to paramedic reserve status until expiration of his current paramedic certification, at which time change his status to Basic EMT with the State of Ohio. Supplemental pay shall be at the EMT-B level for that calendar year.

"C. A member will cease performing ambulance duties for the City of Parma Fire Department. Since the member has chosen not to be in reserve status, all continuing education for the purpose of maintaining paramedic certification will be off duty and at the employee's expense.

"35.06: Members in paramedic reserve status may request a temporary assignment to ambulance duty to their appropriate shift officer.

"35.07: Members in paramedic reserve status may return to active status, at the Chief's discretion, by notifying the Fire Chief of their intention to return to active status at the earliest possible date.

"35.08: Members in reserve status may attend on duty any continuing education classes required by the City that exceeds state minimum requirements. Members in reserve status may attend continuing education classes on duty at their option provided that there is no overtime cost to the City. All off-duty classes required to continue certification shall be at no cost to the City. All off-duty classes, which are above state minimum requirements, that the City requires

attendance by paramedics in reserve status shall be paid by the City.

"35.09: Members with less than four (4) years of service, may at the discretion of the Chief, be required to be enrolled in paramedic school. Members with four (4) or more years of service may volunteer for paramedic school.

"35.10: Members maintaining EMT certification shall be allowed to decertify after twenty-five (25) years of service with the Parma Fire Department."

**The City's Proposal:**

The City seeks to eliminate Article 35 in its entirety.

The City states that Firefighters are hired not only to fight fires, but to also to be Paramedics, and that the majority of Fire Department runs require dispatch of an ambulance and the use of Paramedics. Although there have been only ten or twelve de-certification proceedings over the past six years, the City believes morale problems have been created within the Fire Department because of the "opt-out" operation of Article 35. Moreover, the City cannot de-certify a Paramedic, only the State of Ohio has that authority. In this regard, the City's Medical Director will not approve a Firefighter to function as a EMT-B when that Firefighter also has Paramedic Certification, but has attempted to de-certify.

**The Union's Proposal:**

The Union opposes the deletion of Article 35 unless there is a concomitant concession by the City with respect to a Union proposal.

**The Fact-Finder's Analysis and Findings:**

A review of the Contracts with the Fire Departments of other Cities of Cuyahoga County reveals that most do not have a comparable de-certification provision.

Berea does allow Paramedic employees to discontinue their certification after fifteen years of service so long as the pool of Paramedics exceeds eighty percent of the total employees within the Bargaining Unit.

Brookpark permits discontinuance of Paramedic certification on the basis of relative seniority, so long as no "excess amount of overtime" is thereby created.

On the other hand, Olmsted Falls provides that employees who fail to maintain a Paramedic certification, and whose employment cannot be terminated for such failure, will be assessed a financial penalty of \$1500.00.

The change of Paramedic status permitted by Article 35, so long as sixty active Firefighter-Paramedics and six Paramedic Officers remain available for duty, has not been utilized to any significant degree over the past two Contract periods, and the record does not reflect any

evidentiary presentation supporting continuance of the present Contractual policy which allows members to change to Paramedic reserve status.

The Fact-Finder therefore concludes that the City's objective to have all of its Firefighters remain certified Paramedics, so as to meet public need and minimize overtime costs, should be honored.

**THE FACT-FINDER'S RECOMMENDATIONS:**

The Fact-Finder finds appropriate and recommends that Article 35 be deleted in its entirety from the successor Agreement.

**XIII. Article 33 - Transfers:**

**The 2000 Contract:**

Article 33 of the expired Contract governed transfers of employee.

When an opening occurs, it is posted for bid and filled by the most senior bidder unless the bidder is "substantially unqualified". The Chief is given the authority to assign any employee to a vacant position for which no bid was received, and to assign newly Promoted Officers and probationary employees at his discretion. Sections 33.07 and 33.08 grant the Chief authority to transfer employees without utilizing the bid posting procedure in two cases:

"33.07: The Chief may transfer up to three (3) members per shift without utilizing the transfer procedure during the year. Members may not be transferred more than once per calendar year without his/her approval.

"33.08: In the event a specialized unit is implemented within the Department, the Chief must post a listing detailing the qualifications required for the unit and members chosen on the basis of qualification. Once a member resigns from a specialized unit, they are only eligible for reinstatement to the same team only with authorization of the Safety Director."

**The City's Proposal:**

The City proposes to delete Sections 33.07 and 33.08.

The City cites the need for the Fire Chief to have the ability to assign the most appropriate employee to a shift or Station House. There will be occasions when particular Stations will be short handed for EMT-B or Paramedic Certified Firefighters - a scenario likely to occur as Firefighters who are members of the Reserves are called-up for active duty.

Furthermore, there may be a need for the organization of specialized units, and the Chief should not be handicapped in manning the Units.

**The Union's Proposal:**

The Union seeks to maintain the status quo on the ground that assignments based on seniority removes "politics" from the transfer procedures.

**The Fact-Finder's Analysis and Findings:**

The City has failed to provide evidence that the Fire Chief has been unduly handicapped in making assignments pursuant to the existing "three members per shift" discretionary transfer provision. If the City's argument is that the Fire Chief needs discretion in the assignment of personnel, then it would seem that it should propose the elimination of Article 33 in its entirety so that transfer standards and procedures would be subject to the Managerial Rights provision of the Contract.

The City's present proposal is puzzling, and seems contrary to the City's announced goal.

Sections 33.07 and 33.08 of Article 33 enlarge the authority to Chief to transfer members of the Department without utilizing the established transfer procedure set forth in the preceding Sections. Sections 33.01 through 33.06 may be interpreted as providing the exclusive transfer procedure requiring adherence to a bidding procedure with the award going to the senior qualified bidder. Consequently, the elimination of Sections 33.07 and 33.08 would limit the Chief's transfer discretion to two situations - where no bid has been received, and where newly Promoted Officers and probationary employees are to be assigned.

The Fact-Finder does not conclude that there is sufficient support for the City's proposal to permit the Fact-Finder to recommend its adoption.

**THE FACT-FINDER'S FINDINGS AND RECOMMENDATIONS:**

The Fact-Finder does not find appropriate and does not recommend the deletion of Sections 33.07 and 33.08 of Article 33 of the successor Agreement.

**XIV. Article 41 - Duration of Agreement:**

**The 2000 Contract:**

Article 41 of the expired Agreement provided:

"41.01: This Agreement represents the complete Agreement on all matters as subject to bargaining between the City and the Union and except as otherwise herein shall become effective upon execution and shall remain in full force and effect until March 31, 2002."

**The Union's Proposal:**

The Union seeks to add a new Section 41.02 to the existing text to read as follows:

"41.02: The City and the Union agree that any wage increase agreed in a contract succeeding this agreement shall be retroactive to January 1, 2002. An arbitrator - conciliator appointed pursuant to the provisions of Chapter 4117 of the Revised Code shall have the authority to order retroactivity regarding wage rates to January 1, 2002 and prospectively on other economic items for the fiscal year 2002, unless there has been a violation of the No Strike provisions of this agreement or of Chapter 4117 the Revised Code during the term of this Agreement or during the negotiations for a successor Agreement. If a

violation occurs, the provision of retroactivity of this Article shall be deemed null and void and the arbitrator - conciliator's powers shall be those limited to those powers specified in chapter 4117 of the Revised Code. Further, in the event of a violation of the no strike provision of this Agreement or of Chapter 4117 of the Revised Code, the City shall be entitled to enforce the no-strike provisions."

The Union claims that a similar provision was contained in the expired Agreement but, by inadvertence, was not recopied into the present Agreement.

**The City's Proposal:**

The City is not opposed to retroactivity of wage increases. However, it believes that it should be part of a settlement package whereby the Union has made some concessions in exchange for the City's agreement to include the retroactivity provision.

**The Fact-Finders' Analysis and Findings:**

Negotiations for successor Agreements often extend beyond the time when the new Agreement is to become effective. Retroactivity of changes in wage and other compensation terms is typically agreed upon by the parties, recommended by Fact-Finders and awarded by Conciliators.

Absent retroactivity, there is an incentive for employers to drag out negotiations unnecessarily beyond the expiration date of a subsisting Contract so as to minimize

expenditures. On the other hand, with an expiration date fast approaching, there is an incentive for Unions to rush to invoke the Fact-Finding process without fully exploring settlement possibilities.

The record does not indicate whether or not there was an inadvertent error in the admission of the Union's Proposal from the present Contract. However, in any event, the Fact-Finder believes its adoption is worthwhile.

Neither party objects to extending the term of the successor Contract for three years.

**THE FACT-FINDER'S RECOMMENDATIONS:**

The Fact-Finder finds appropriate and recommends the amendment of Section 41.01 and the addition of a Section 41.02 to Article 41 to read as follows:

"41.01: This Agreement represents the complete Agreement on all matters as subject to bargaining between the City and the Union and except as otherwise herein shall become effective upon execution and shall remain in full force and effect until March 31, 2005.

"41.02: The City and the Union agree that any wage increase shall be retroactive to January 1, 2002, and any wage increase agreed in a Contract succeeding this Agreement shall be retroactive to January 1, 2005. An arbitrator - conciliator appointed pursuant to the provisions of Chapter 4117 of the Revised Code shall have the authority to order retroactivity regarding wage rates to January 1, 2002 and prospectively on other economic items for the fiscal year 2002, unless there has been a violation of the No Strike provisions of this agreement or of Chapter 4117

the Revised Code during the term of this Agreement or during the negotiations for a successor Agreement. If a violation occurs, the provision of retroactivity of this Article shall be deemed null and void and the arbitrator - conciliator's powers shall be those limited to those powers specified in chapter 4117 of the Revised Code. Further, in the event of a violation of the no strike provision of this Agreement or of Chapter 4117 of the Revised Code, the City shall be entitled to enforce the no-strike provisions."

#### **XV. Article 31 - Miscellaneous**

##### **The 2000 Contract:**

The expired Contract provided in Section 31.08 for reimbursement for mileage driven on personally owned vehicles on Departmental business as set forth below:

"31.08: Mileage - In addition to salary specified in this Agreement, employees who are not furnished City vehicles for use in the performance of their duties shall be reimbursed for mileage in the amount of twenty cents (\$.20) per mile for all mileage so traveled. Such travel must have prior written approval of the Mayor, Safety Director, and the Chief of Fire."

##### **The Union's Proposal:**

The Union proposes to change from a fixed mileage rate to an annual rate to be determined by the City Auditor.

##### **The City's Proposal:**

The City is not opposed to the annual determination of mileage reimbursement, but argues that its acceptance of

the Union's proposal should be accompanied by a commensurate concession by the Union as part of the overall economic package.

**The Fact-Finder's Analysis and Findings:**

The cost of operating a automobile has risen since the negotiation of the 2000 Contract. In particular, the price of gasoline has escalated because of concern over a potential reduction in oil supply consequent upon a invasion of Iraq.

Contracts with Fire Departments in other Cuyahoga County Cities have addressed this issue. Bay Village and Olmsted Falls provide that employees may be reimbursed at the rate established by the Internal Revenue Service. The City of Cleveland offers a fixed rate of 22.5 cents per mile subject to change in accordance with any change in the rate made by the City with respect to any other group of employees. The City of Fairview Park offers Firefighters mileage in accordance with ordinances enacted by City Council. North Royalton grants an annual payment of \$50.00 to defray the cost of returning to and from a Firefighter's residence.

The Fact-Finder sees no reason why the mileage reimbursement rate for Firefighters who use their personal vehicle in the performance of their duties should be

different from that received by any other employee of the City who is authorized to use a personal vehicle for City business. Since the reimbursement rate may change depending upon economic conditions, the Fact-Finder agrees that a fixed rate is not appropriate for the term of the successor Contract. He therefore finds the Union's Proposal to be meritorious.

**THE FACT-FINDER'S RECOMMENDATIONS:**

The Fact-Finder recommends that Article 31, Section 31.08 be amended to read as follows:

"31.08: Mileage - In addition to the salary specified in this Agreement, employees who are not furnished City vehicles for use in the performance of their duties shall be reimbursed for mileage. The amount per mile is to be determined by the City Auditor annually, for all mileage so traveled.

"Such travel must have prior written approval of the Mayor, Safety Director and the Chief of Fire."

**XVI. Article 23 - Uniform Maintenance Allowance:**

**The 2000 Contract:**

Sections 23.01 and 23.02 of Article 23 of the expired Contract provided as follows:

"23.01: All employees hired after August 15, 2000, shall be provided with all personal protective equipment and any other safety equipment required by law or the Employer. In addition, the Employer will provide the employee

with all station wear as required by the Employer for the first two years of employment.

"23.02: All employees, after two (2) years of employment, shall receive an annual cash payment in the amount of eight hundred fifty dollars (\$850.00) for uniform and clothing maintenance. This payment shall be made no later than May 31<sup>st</sup> of each year."

**The Union's Proposal:**

The Union proposes to increase the cash payment to Firefighters for uniform and clothing maintenance from \$850.00 to \$1,250.00 for Firefighters and to \$1,380.00 for Officers.

The Union seeks to equilibrate the allowances paid to Firefighters with those paid to Police Patrolmen and Promoted Officers.

The Union further proposes to add a new Section 23.07 to the Article 23 to read as follows:

"Section 23.07: The Employer agrees that there will be no changes made in the employee's uniform requirements unless mutually agreed upon by the Union and the City during the term of this agreement."

The Union also proposes to require that payment of the uniform allowance be made no later than May 1<sup>st</sup>, of each year, instead of the current deadline of May 31<sup>st</sup>.

**The City's Proposal:**

The City points out that it already provides turn-out gear to Firefighters so that there is no additional cost to members of the Bargaining Unit with respect to all protective and safety apparel. The Employer further believes that the current provision provides adequate funding for uniform and clothing maintenance, and that the current dollar amount is consistent with the allowance other comparable Cities are providing to their Firefighters.

With respect to advancing the date on which payment is made, from May 31<sup>st</sup> to May 1<sup>st</sup>, the City contends that it has always operated under the May 31<sup>st</sup> deadline and there is no reason to alter this practice.

As to the Union's proposal to require mutual agreement before changes in the uniform design may be made, the City stands upon its "Management Rights". On the one occasion when the uniform was changed, the City provided additional compensation to Firefighters so that they were not out-of-pocket because of the purchases required.

**The Fact-Finder's Analysis and Findings:**

The uniform and clothing requirements of Firefighters differ from those of Police Officers, and there is no particular reason why the maintenance allowances should be

identical. As the City underscores, all protective gear is supplied by the City without cost to the Firefighters.

There is no evidence of record that the current cost of maintaining and replenishing uniforms and clothing at the Fire Station exceeds the present allowance.

A review of Firefighter Contracts with Cities deemed comparable reveals that Berea, Brookpark and Cleveland, provide a smaller uniform maintenance allowances than does Parma.

Middleburg Heights provides \$850.00 - the same amount as Parma.

Bay Village, Cleveland Heights, Fairview Heights, Lakewood, Maple Heights, North Royalton and Strongsville provide stipends ranging from \$950.00 to \$1,050.00.

Parma's allowance is not significantly out of line with that offered by other Cities.

Although the Union seeks to exercise a veto power over changes in the uniform, the Fact-Finder agrees with the City that the determination of uniform design is a Managerial right. However, it would be appropriate to require the City to compensate Firefighters for purchases which are occasioned because of a change in the uniform requirement by the City that obviously entails additional

cost not contemplated by the present clothing and uniform allowance.

Finally, with respect to the change in the payment date proposed by the Union from May 31<sup>st</sup> to May 1<sup>st</sup>, no reason has been given for the advancement, and, therefore, the proposal cannot be recommended by the Fact-Finder.

**THE FACT-FINDER'S RECOMMENDATIONS:**

The Fact-Finder does not find appropriate and does not recommend any changes in Sections 23.01 through 23.06 inclusive of Article 23.

The Fact-Finder does find appropriate and recommends the addition of a new Section 23.07 to read as follows:

"Section 23.07: The Employer agrees that in the event it makes a change in the employees' uniform which requires additional purchases by the employees, the Employer will reimbursement employees for the cost of the items required to be so purchased."

**XVII. Article 24 - Insurance:**

**The 2000 Contract:**

Article 24, Section 24.01 of the expired Agreement provided that the City was to continue to offer medical insurance benefits of a managed care system under the former Blue Cross/Blue Shield Select Program (now Medical Mutual) and make available alternative health-coverage under the Kaiser HMO plan in accordance with O.R.C. Section

1742.33. Vision coverage was to be offered under the Union Eye Care Program.

~~#~~Section 24.03 of the Contract provided ~~;~~ ✓  
~~W~~ <sup>A</sup> Committee consisting of the Safety Director or ✓  
~~A~~ designee, Third Party Administrator, Benefits Administrator and two (2) Union Representatives shall be established to review regulations and policy decisions regarding the self-insurance plan."

In Article 42 of the expired Contract, the parties agreed to reopen negotiations, on health care coverage in 2001.

When the reopened negotiations reached impasse, the parties invoked Fact-Finding.

On February 11, 2002, Fact-Finder Anna DuVal Smith recommended the imposition of prescription co-payments of \$5.00 for a generic drug, \$10.00 for a name brand drug when no generic is available and \$15.00 a for name brand prescription when a generic equivalent is available. She also proposed the institution of a discounted mail order prescription drug benefit for employees on maintenance regimens. Finally, the Fact-Finder recommended co-payments of \$10.00 for each medical and dental office visit. ✓

The parties agreed to the Fact-Finder's recommendation.

**The City's Proposal:**

The City proposes to retain the present health insurance coverages without change for employees on the payroll as of the execution of the successor Agreement. For employees hired after that date, the City proposes to provide a reduced benefit, contributory health insurance program. The benefits offered would be subject to deductibles, co-payments and co-insurance substantially similar to those presently pertaining to use of non-network providers. The proposed plan would, however, introduce additional coverages which are not currently available when non-network providers are utilized.

Whereas, under the existing plan, visits to non-network physicians for routine physical exams and other office visits are not covered, and well-child care examinations and immunizations are also excluded, under the proposed plan these services would be covered.

New hires would have to pay a deductible of \$200.00 for single coverage, and a deductible of \$400.00 for family coverage. Thereafter, the employee would be responsible for 20% of the usual, customary and reasonable charges of a provider up to a maximum of \$1200.00 for single coverage and \$2400.00 for family coverage.

Laboratory and x-ray services would, however, be covered 100%.

An outline of the provisions of the proposed plan is set forth in Appendix "A":

# MEDICAL MUTUAL NEW EMPLOYEES HEALTH PLAN

## EXPLANATION OF BENEFITS

Single Deductible	\$200
Family Deductible	\$400
Coinsurance-Single	80% UCR* to \$5,000
Coinsurance-Family	80% UCR to \$10,000
<u>Out-of-Pocket Maximum</u> per year (Employee) includes Deductible	\$1,200 plus copayments
<u>Out-of-Pocket Maximum</u> per year (Family) includes Deductible	\$2,400 plus copayments
Inpatient Maternity Care	80% UCR after deductible
Hospital Benefits (See Lifetime Maximum)	80% UCR after deductible
Inpatient Mental Healthcare and/or Substance Abuse Treatment	50% limited to 30 days per year, one admit per year for substance abuse
Laboratory & X-Ray Services	100%
Outpatient Mental Healthcare and/or Substance Abuse Treatment (Maximum 20 visits combined per year)	50% UCR after deductible to coinsurance maximum
Outpatient Surgery	80% UCR after deductible
Second Surgical Opinion	80% UCR after deductible
Office Visits (Necessary)	80% UCR after deductible
Office Visits (Routine)	80% UCR after deductible
Immunizations	80% UCR after deductible
Well-Child Care to age 9	80% UCR after deductible
Allergy Tests & Treatments	80% UCR after deductible
Emergency Illness or Accident	\$50 copayment per visit then 100%
Durable Medical Equipment	80% UCR after deductible
Chiropractic Benefits	80% UCR after deductible
Ambulance Service	80% UCR after deductible
Home Healthcare	80% UCR after deductible
Hospice Care	80% UCR after deductible
Private-Duty Nursing	80% UCR after deductible
Skilled-Nursing Facility (100 days per year)	80% UCR after deductible
Lifetime Maximum	\$2,500,000.00 lifetime maximum

## PRESCRIPTION PLAN DESIGN/CITY OF PARMA

Retail Prescriptions-Available at Nationwide participating pharmacies (34 day supply)	\$ 5.00 copayment for generic \$10.00 copayment for name brand
Mail order (90 day supply)	\$ 5.00 copayment for generic \$10.00 copayment for name brand
After 2 months - 100% employee cost if not mail ordered	

\*UCR = Usual, Customary & Reasonable

**The Union's Proposal:**

The Union proposes to maintain the existing coverage for all employees regardless of date of hire.

**The Fact-Finder's Analysis and Findings:**

The significant increases in medical care costs which have outstripped the rate of inflation over the past decade is a nation-wide phenomenon from which Ohio has not been exempted.

A State Employment Relations Board Report on the "Cost of Health Insurance in Ohio's Public Sector in 2000" concluded that medical premiums rose an average of 10.7% for both single and family coverages over the 1999 levels and the cost for prescription drug coverage rose more than 20% over the level reported for 1999.

The same increase in the cost of medical benefits was experienced by the City of Parma; Including an annual amortization charge of approximately \$187,000.00 resulting from \$1.2 million dollar debt earlier incurred to pay medical claims, health care costs for medical, hospitalization, dental and vision benefits grew from \$2,813,629.00 in 1999 to \$3,560,360.00 in 2000, or some \$747,000.00. The following year health care costs increased further to \$3,912,867.00, or some \$352,000.00 more than in 2000.

While the full year cost of health care benefits for 2002 was estimated to be \$4,085,000.00, expenditures actually were

only \$3,625,000.00. Nevertheless, since 1997 the City has experienced a 50% increase in the cost of providing health care benefits.

The City is concerned that runaway medical benefit costs will continue.

Obviously, the City's exposure to continuing medical care cost increases may be limited by establishing a "cap" on its payments, requiring monthly premium contributions from employees, and increasing the number and amounts of deductibles and co-payments when services are utilized.

Since any free resource tends to be over-utilized, and medical care is no exception, employee cost sharing reduces unnecessary recourse to medical services and hence reduction in aggregate medical insurance expenditures.

The trend across the country, in both private and public sector employment, is to require employees to bear a portion of the cost of health insurance.

Thus, the 2000 Report on the Cost of Health Insurance in Ohio's Public Sector noted that 65% of the 622 responding employers required their employees to pay a portion of the cost of the family medical plan, and 51% insisted on premium sharing for single coverage. Almost 70% of all public employees work for these responding employers. Typically, employees pay 10.8%

of the cost of a single plan and 12.1% of the monthly family premium.

Of the ten cities cited as comparable by the City of Parma, five - Berea, Brookpark, Fairview Park, Garfield Heights and Independence - pay 100% of employee health insurance premiums. Broadview Heights requires a 5% payment up to \$40.00 for single coverage and \$75.00 for family coverage. Middleburg Heights requires employees to pay 20% of the first \$2,000.00 of incurred charges, and imposes a \$100.00 deductible for single coverage and a \$200.00 deductible for family coverage. North Royalton imposes a similar set of deductibles for network provider services, and double the deductible amounts when out of network physicians are used.

Strongsville charges employees \$20.00 per month for medical coverage.

A survey conducted by the Union of thirty-six (36) cities in Cuyahoga County concluded that fifteen (15), or 42%, require monthly employee contributions, six (6) of these cities, however, require employees to pay premium charges only if certain "caps" have been exceeded.

Eighteen (18) of the cities provide for deductibles to be paid by employees which average \$156.00 for single coverage and \$264.00 for family coverage.

The City, however, does not propose any change in responsibility for medical care costs for existing employees. Instead, it seeks to introduce cost sharing in the form of premium charges and co-payments for new hires. Thus, the City seeks to buffer its exposure to future increases in medical care costs as it expands its workforce or recruits replacements for employees who retire or resign.

There is, of course, a significant downside to the introduction of bifurcated medical insurance coverage into a Bargaining Unit. As the number of new hires increase, dissatisfaction is likely to grow over the lack of equal treatment with respect to a benefit which has not traditionally been associated with longevity.

Undoubtedly, the City may seek in future negotiations to phase-out the non-contributory plan and offer only one or more alternative versions of contributory medical benefit plans.

The contours of any such plans should be developed after discussions with the unions representing all employees as contemplated by Section 24.03 of the subsisting Contract.

Since the City's present proposal has no adverse economic effect upon the existing members of the Bargaining Unit, and provides an opportunity in the future for the reconsideration of the parties' respective financial responsibility for health

insurance, the Fact-Finder believes the City's proposal is meritorious.

**THE FACT-FINDER'S RECOMMENDATIONS:**

The Fact-Finder finds appropriate and recommends adoption of the City's proposal to amend Article XXIV, Section 24.01 to read as follows:

"Section 24.01: The City shall continue to provide medical insurance benefits of a managed care system under Medical Mutual of Ohio excluding vision care, as is in force as of the effective date of the present Contract for all employees hired on or before the date on which the present Contract is executed.

"In the event any other group of employees in the City is provided an insurance plan more beneficial than the plan described herein, subsequent to the execution date of this Agreement, then such plan shall be offered to the above referenced members of this Bargaining Unit."

"Further, the Employer shall make available to the members alternative health-care coverage under Kaiser H.M.O. pursuant to the requirement and conditions of Ohio Revised Code Section 1742.33.

"Union Eye Care shall provide vision coverage.

"The City shall provide medical insurance containing the benefits and employee financial responsibility provisions contained in the Medical Mutual New Employee's Health Plan as set forth in Appendix "A" to this Contract for all employees hired after the date of the execution of this Contract.

"New hires shall receive the appropriate medical insurance coverage on the first day of hire."

**XVIII. Article 25 - Salary Schedule:**

**The 2000 Contract:**

Article 25 of the expired Contract provided as follows:

ARTICLE 25 SALARY SCHEDULE

25.01 Effective January 1, 2000:

RANK	RATE
FIRE FIGHTER 1ST YEAR	\$35,448.08
FIRE FIGHTER 2ND YEAR	\$37,820.42
FIRE FIGHTER 3RD YEAR	\$41,635.63
FIRE FIGHTER 4TH YEAR AND THEREAFTER	\$46,360.41
LIEUTENANT	\$52,025.20
INSPECTOR FIRE PREVENTION	\$53,197.31
CAPTAIN	\$61,628.28

25.02 Effective January 1, 2000, all paid overtime shall be paid in accordance with the following schedule:

RANK	48 HR BASE	48 HR OVERTIME	48 HR EMERG RATE
FIRE FIGHTER 1ST YEAR	\$14.21	\$21.31	\$25.57
FIRE FIGHTER 2ND YEAR	\$15.15	\$22.73	\$27.27
FIRE FIGHTER 3RD YEAR	\$16.68	\$25.02	\$30.03
FIRE FIGHTER 4TH YEAR & THEREAFTER	\$18.57	\$27.86	\$33.44
LIEUTENANT	\$20.84	\$31.26	\$37.52
INSPECTOR	\$25.57		\$38.31
CAPTAIN	\$24.69	\$37.03	\$44.45

25.03 The above rates for Fire Inspector shall reflect at least one thousand dollars (\$1,000.00) annual difference between rank of Lieutenant and Fire Prevention Officer.

However, the parties agreed to reopen negotiations with respect to the salary schedule to become effective on January 1, 2001.

Impasse was reached in the negotiations and the parties initiated Fact-Finding.

In a report issued on February 11, 2002, Fact-Finder Anna DuVal Smith recommended a 4% increase for 2001 as follows:

"Recommendation: 2% effective January 1, 2001  
2% effective July 1, 2001"

**The Union's Proposal:**

The Union seeks to increase each pay level in Section 25.01 by 4% retroactively effective to January 1, 2002 and by additional 4% increases effective January 1<sup>st</sup> in each of the succeeding two years.

It further proposes to adjust the hourly rate set forth in Section 25.02 commensurately.

Finally, the Union asks that Section 25.04 be amended to read as follows:

"Newly hired employees who have not finished the six (6) week fire training course at the time of appointment shall receive a wage of four hundred fifty dollars (\$450.00) per week until such employee successfully completes the fire training course. At which time such employees shall receive the firefighter first (1<sup>st</sup>) year wage.

"Firefighter second (2<sup>nd</sup>) year wage shall be paid one (1) year from appointed date. The Union

The Union would then add a Section 25.05 to read as follows:

"The above stated wage in Section 25.04 shall be subject to and included in the same percentage increases as awarded in Section 25.01 of this agreement."

**The City's Proposal:**

The City proposes no increase in 2002 and wage increases of 3% effective January 1<sup>st</sup> in each of the succeeding two years.

The City contends that it has had to borrow money to balance its budget for 2002 and claims "inability to pay" anything beyond these increases.

Moreover, the City contends that the present compensation of Firefighters is in line with what other comparable Fire Departments are providing their employees.

The City also contends that the \$400.00 presently paid to an employee who has not finished his Firefighter training is "more than ample enough since the employee is not providing any benefits to the City of Parma".

**The Fact-Finder's Analysis and Findings:**

The Union presented a table of the total compensation paid Firefighters in sixteen Cuyahoga County Cities deemed comparable. That table is reproduced below:

City		First Class Paramedic		Other Pay		Uniform Allowance	Longevity	Total pay
	Pay	Pay						
1	Shaker Heights	\$52,784	6%		\$400	900	\$ 56,851.00	
2	Cuyahoga Heights	\$52,428	\$1,000		\$500	2288	\$ 56,813.00	
3	Brooklyn	\$52,419	\$2,150		\$600	550	\$ 55,719.00	
4	Brook Park	\$50,233	2,997.00		\$750	1195	\$ 55,175.00	
5	Fairview Park	\$51,574	\$1,200		\$1,050	1200	\$ 55,024.00	
6	Euclid	\$43,654	\$2,950	2183;1800;2070	\$1,800	2235	\$ 54,892.00	
7	Warrenville Heights	\$49,009	\$2,300	\$650 H-mat	\$1,000	1823	\$ 54,782.00	
8	Broadview Heights	\$50,124	\$2,200		\$775	1296	\$ 54,395.00	
9	Middleburg Heights	\$51,240	\$1,302		\$850	918	\$ 54,310.00	
10	North Royalton	\$49,577	\$2,425		\$850	1012	\$ 53,864.00	
11	Lakewood	\$50,877	\$735		\$1,000	1200	\$ 53,812.00	
12	Strongsville	\$51,967	1,522		\$300	1260	\$ 52,878.00	
13	Cleveland Hts.	\$49,583	4.50%			893	\$ 52,707.00	
14	Parma	\$48,233	\$500	Sq.pay\$1/hr	\$850	645	\$ 51,290.00	
15	Parma Heights	\$47,829	6%		\$625	550	\$ 51,074.00	
16	Garfield Heights	\$45,545	\$1,400		\$725	1188	\$ 48,133.00	
17	East Cleveland	\$37,390		\$1,690.00	\$500	870	\$ 40,450.00	

**Union Proposal**      **\$50,162**      **1000**      **2124**      **\$1,200**      **1260**      **\$ 55,746.00**

(+1929)      (+500)      (+1062)      (+350)      (+615)      (+4456)

The Union's calculation places Parma in fourteenth position, some \$3,105.00 below the median total compensation. A second table presented by the Union, reproduced below, compares the total compensation paid Firefighters in the seven Cities closest to Parma with that of Parma, and shows Parma to be paying the least, more than \$3,000.00 below the average of the seven:

2002

City	First Class Pay	Paramedic Pay	Other Pay	Longevity	Total pay
Brooklyn	52,419.00	2,150.00		550.00	55,119.00
Strongsville	51,967.00	1,522.00		1,260.00	54,749.00
Brook Park	50,233.00	2,997.00		1,195.00	54,425.00
Middleburg Heights	51,240.00	1,302.00		918.00	53,640.00
Broadview Heights	50,124.00	2,200.00		1,296.00	53,620.00
North Royalton	49,577.00	2,425.00		1,012.00	53,014.00
Parma Heights	47,829.00	2,070.00		550.00	50,449.00

<b>Parma (City)</b>	<b>48,233.00</b>	<b>500.00</b>	<b>1062*</b>	<b>645.00</b>	<b>50,440.00</b>
<b>Parma (Union)</b>	<b>50,162.00</b>	<b>1,000.00</b>	<b>2124*</b>	<b>1,260.00</b>	<b>54,546.00</b>

\*70,080 /66=1062; 140,160/66=2124

However, Parma's relative compensation position vis a vis that of other City Fire Departments is the same as it was ten years earlier as portrayed in the following chart:

1992

**City**                      **First Class Pay**

2002

Ranking

1	Shaker Heights	\$37,717	1
2	Cuyahoga Heights	\$37,518	2
3	Warrenville Heights	\$36,620	12
4	Lakewood	\$35,902	7
5	Strongsville	\$35,528	4
6	Brooklyn	\$35,411	3
7	Fairview Park	\$35,131	5
8	North Royalton	\$34,785	11
9	Middleburg Heights	\$34,179	6
10	Euclid	\$33,801	16
11	Garfield Heights	\$33,738	15
12	Parma	\$33,362	13
13	Cleveland Hts.	\$33,343	10
14	Brook Park	\$33,021	8
15	Parma Heights	\$32,718	14
16	East Cleveland	\$28,382	17
	Broadview Heights	NA	9

Comparing 1992 base salaries for First Class Firefighters, Parma ranked thirteenth, whereas it ranks fourteenth in 2002, based upon its 2001 wage level.

The Union also presented a survey of the 2002 and 2003 Firefighter pay increases negotiated by a survey of nineteen Cities, indicating that fifteen provided 4% or larger increases in 2002, and of the eleven Cities for which information on 2003 wage increases was available, seven offered 4% and three others offered 3.75%. The survey is reproduced below:

CITY	2002	2003
Bay Village	4	4
Bedford	4.14	3.6
Bedford Hts.	4	4
Berea	3.75	3.75
Broadview Hts.	3.5	
Brooklyn	4	
Brook Park	5	4
Cleveland Hts.	4	
East Cleveland	4	4
Fairview Park	4	
Highland Hts.	4	
Independence	4	
Lyndhurst	4	4
Middleburg Hts.	4.5	
North Royalton	4.25	3.75
Richmond Hts.	4	4
Rocky River	3	
South Euclid	4	4
Strongsville	3.75	3.75

Turning to consider "internal comparables", the Union observes that when a new Bargaining Unit consisting of civilian Correction Officers was created, the City established a wage scale which provided, effective in 2001, a 4% increase in the starting wage after six months, and for employees who began their terms in 2002, an additional 8% effective on January 1, 2003 and another 8% increase effective on January 1, 2004.

The Union also maintains that since the Mayor, Auditor, Law Director and Treasurer each received a 4% increases in both 2002 and 2003, despite the City's claim of indigence, Firefighters are entitled to equal treatment.

Finally, the Union notes that Parma's wage history during the ten year period, 1991 through 2001, reveals that Firefighters received an average annual increase of 4.65%. Only in 1994 was no raise offered. However, in the following year Bargaining Unit members received two increases of 5% each. In 2001, the last year of the expired Contract, Firefighters were given 2% increases in both January and July.

The City presented its own array of annual wages for 2002 and the succeeding two years for Firefighters in seventeen Cities it deemed comparable.

The City array differs from that assembled by the Union by inclusion of six Cities omitted by the Union in

its presentation - Berea, Rocky River, Cleveland, Olmsted Falls, Maple Heights and Bay Village. On the other hand, the City's list of comparables did not include nine Cities on the Union's list - Shaker Heights, Cuyahoga Heights, Brooklyn, Euclid, Warrensville Heights, Broadview Heights, Parma Heights, Garfield Heights and East Cleveland.

Whether any of the Cities listed in either party's array may be deemed "comparable" to Parma is questionable. None are similar in population; most are dissimilar in size of Department. Moreover, critical data concerning their respective tax base and revenues were not presented.

Firefighters in a number of the Cities cited by Parma have work weeks longer than Parma's forty-eight hours. Taking this circumstance into account, Parma attempted to adjust for the difference in the number of working hours by reducing wages to hourly rates. As a result of this computation, Parma's Firefighters forty-eight hour work week translates into a \$19.32 per hour wage promoting Parma to eighth in the City's array, ahead of Bay Village, North Royalton, Cleveland Heights, Berea, Olmsted Falls and Cleveland.

Under the same analysis, Parma's Lieutenants place ninth in the array, while Captains and Fire Inspectors fare even better placing fourth and third, respectively.

Results of the City's calculations are portrayed in the following schedules:

YEARLY WAGE COMPARABLES FOR FIREFIGHTERS

CITY	2002	2003	2004
<b>Brook Park</b> 48 hour workweek	start = \$41,697.48 top = \$53,058.00	start = \$43,365.38 top = \$55,180.32	start = \$45,100.00 top = \$57,387.53
<b>Fairview Park</b> 49.8 hour workweek	start = \$41,645.81 top = \$52,090.38	N/A	N/A
<b>North Royalton</b> 49.8 hour workweek	start = \$41,142.00 top = \$49,577.00	start = \$42,685.00 top = \$51,436.00	N/A
<b>Parma (Union Proposal)</b> 48 hour workweek	start = \$39,093.00 top = \$51,127.37	start = \$41,438.58 top = \$54,195.01	start = \$43,924.89 top = \$57,466.71
<b>Berea</b> 51.7 hour workweek	start = \$39,084.00 top = \$48,653.00	start = \$40,562.00 top = \$50,481.00	N/A
<b>Rocky River</b> 49.8 hour workweek	start = \$38,818.99 top = \$50,746.56	N/A	N/A
<b>Cleveland</b> 48 hour workweek	start = \$37,879.83 top = \$39,379.83	N/A	N/A
<b>Middleburg Heights</b> 48 hour workweek	start = \$37,864.32 top = \$51,242.88	start = \$39,586.56 top = \$53,539.20	N/A
<b>Lakewood</b> 50.4 hour workweek	start = \$37,692.00 top = \$52,404.00	start = \$39,200.00 top = \$54,500.00	N/A
<b>Lakewood</b> 50.4 hour workweek	start = \$37,692.00 top = \$52,404.00	start = \$39,200.00 top = \$54,500.00	N/A
<b>Parma (City Proposal)</b> 48 hour workweek	start = \$36,880.18 top = \$48,233.37	start = \$37,986.59 top = \$49,680.37	start = \$39,126.19 top = \$51,170.78
<b>Parma (Current)</b> 48 hour workweek	start = \$36,880.18 top = \$48,233.37	N/A	N/A
<b>Cleveland Heights</b> 50 hour workweek	start = \$36,150.00 top = \$49,583.00	N/A	N/A
<b>Olmsted Falls</b> 53 hour workweek	start = \$35,167.00 top = \$48,120.00	N/A	N/A
<b>Maple Heights</b> 51 hour workweek	start = \$34,750.27 top = \$45,995.03	start = \$35,966.53 top = \$47,604.86	N/A
<b>Bay Village</b> 50 hour workweek	start = \$34,693.00 top = \$50,146.00	start = \$36,081.00 top = \$52,152.00	N/A
<b>Strongsville</b> 48 hour workweek	start = \$28,005.12 top = \$50,094.72	start = \$29,053.44 top = \$53,913.60	N/A
<b>Euclid</b>			
<b>Parma Heights</b>			

## HOURLY WAGE COMPARABLES FOR FIREFIGHTERS

CITY	2002	2003	2004
<b>Maple Heights</b> 51 hour workweek	\$22.11	\$22.89	N/A
<b>Brook Park</b> 48 hour workweek	\$21.26	\$22.11	\$22.99
<b>Strongsville</b> 48 hour workweek	\$20.82	\$21.60	N/A
<b>Middleburg Heights</b> 48 hour workweek	\$20.53	\$21.45	N/A
<b>Parma (Union Proposal)</b> 48 hour workweek	\$20.48	\$21.71	\$23.01
<b>Fairview Park</b> 49.8 hour workweek	\$20.12	N/A	N/A
<b>Rocky River</b> 49.8 hour workweek	\$19.60	N/A	N/A
<b>Lakewood</b> 50.4 hour workweek	\$19.41	\$20.19	N/A
<b>Parma (City Proposal)</b> 48 hour workweek	\$19.32	\$19.90	\$20.50
<b>Parma (Current)</b> 48 hour workweek	\$19.32	N/A	N/A
<b>Bay Village</b> 50 hour workweek	\$19.28	\$20.06	N/A
<b>North Royalton</b> 49.8 hour workweek	\$19.14	\$19.86	N/A
<b>Cleveland Heights</b> 50 hour workweek	\$19.07	N/A	N/A
<b>Berea</b> 51.7 hour workweek	\$18.10	\$18.78	N/A
<b>Olmsted Falls</b> 53 hour workweek	\$17.46	N/A	N/A
<b>Cleveland</b> 48 hour workweek	\$15.78	N/A	N/A
<b>Euclid</b>			
<b>Parma Heights</b>			

\*chart reflects top wages

YEARLY WAGE COMPARABLES FOR LIEUTENANTS

CITY	2002	2003	2004
<b>Brook Park</b> 48 hour workweek	\$62,257.67	\$64,747.98	\$67,337.90
<b>Strongsville</b> 48 hour workweek	\$59,255.04	\$61,476.48	N/A
<b>Middleburg Heights</b> 48 hour workweek	\$58,930.56	\$61,576.32	N/A
<b>Fairview Park</b> 49.8 hour workweek	\$58,341.23	N/A	N/A
<b>Parma (Union Proposal)</b> 48 hour workweek	\$57,374.63	\$60,817.11	\$64,466.13
<b>Lakewood</b> 50.4 hour workweek	\$56,981.00	\$59,260.00	N/A
<b>Rocky River</b> 49.8 hour workweek	\$56,836.15	N/A	N/A
<b>Cleveland Heights</b> 50 hour workweek	\$56,506.00	N/A	N/A
<b>North Royalton</b> 49.8 hour workweek	\$56,022.00	\$58,123.00	N/A
<b>Bay Village</b> 50 hour workweek	\$55,236.00	\$57,446.00	N/A
<b>Parma (City Proposal)</b> 48 hour workweek	\$54,127.01	\$55,750.82	\$57,423.34
<b>Parma (Current)</b> 48 hour workweek	\$54,127.01	N/A	N/A
<b>Berea</b> 51.7 hour workweek	\$53,437.00	\$55,453.00	N/A
<b>Maple Heights</b> 51 hour workweek	\$51,514.44	\$53,317.44	N/A
<b>Olmsted Falls</b> 53 hour workweek	\$50,620.00	N/A	N/A
<b>Cleveland</b> 48 hour workweek	\$50,068.85	N/A	N/A
<b>Euclid</b>			
<b>Parma Heights</b>			

HOURLY WAGE COMPARABLES FOR LIEUTENANTS

CITY	2002	2003	2004
<b>Brook Park</b> 48 hour workweek	\$24.94	\$25.94	\$26.98
<b>Maple Heights</b> 51 hour workweek	\$24.77	\$25.63	N/A
<b>Strongsville</b> 48 hour workweek	\$23.74	\$24.63	N/A
<b>Middleburg Heights</b> 48 hour workweek	\$23.61	\$24.67	N/A
<b>Parma (Union Proposal)</b> 48 hour workweek	\$22.97	\$24.35	\$25.81
<b>Fairview Park</b> 49.8 hour workweek	\$22.53	N/A	N/A
<b>Rocky River</b> 49.8 hour workweek	\$21.94	N/A	N/A
<b>Lakewood</b> 50.4 hour workweek	\$21.74	\$22.61	N/A
<b>Cleveland Heights</b> 50 hour workweek	\$21.73	N/A	N/A
<b>Parma (City Proposal)</b> 48 hour workweek	\$21.67	\$22.32	\$22.99
<b>Parma (Current)</b> 48 hour workweek	\$21.67	N/A	N/A
<b>North Royalton</b> 49.8 hour workweek	\$21.63	\$22.44	N/A
<b>Bay Village</b> 50 hour workweek	\$21.24	\$22.10	N/A
<b>Cleveland</b> 48 hour workweek	\$20.06	N/A	N/A
<b>Berea</b> 51.7 hour workweek	\$19.88	\$20.63	N/A
<b>Olmsted Falls</b> 53 hour workweek	\$18.37	N/A	N/A
<b>Euclid</b>			
<b>Parma Heights</b>			

YEARLY WAGE COMPARABLES FOR CAPTAINS

CITY	2002	2003	2004
<b>Parma (Union Proposal)</b> 48 hour workweek	\$67,965.14	\$72,043.05	\$76,365.63
<b>Strongsville</b> 48 hour workweek	\$66,811.14	\$70,062.72	N/A
<b>Fairview Park</b> 49.8 hour workweek	\$65,342.17	N/A	N/A
<b>Cleveland Heights</b> 50 hour workweek	\$64,538.00	N/A	N/A
<b>Parma (City Proposal)</b> 48 hour workweek	\$64,118.06	\$66,041.60	\$68,022.85
<b>Parma (Current)</b> 48 hour workweek	\$64,118.06	N/A	N/A
<b>Rocky River</b> 49.8 hour workweek	\$63,656.49	N/A	N/A
<b>Lakewood</b> 50.4 hour workweek	\$61,051.00	\$63,493.00	N/A
<b>Bay Village</b> 50 hour workweek	\$60,836.00	\$63,269.00	N/A
<b>Cleveland</b> 48 hour workweek	\$58,159.87	N/A	N/A
<b>Maple Heights</b> 51 hour workweek	\$57,696.17	\$59,715.54	N/A
<b>Wesley</b> 51.7 hour workweek	\$57,147.00	\$59,297.00	N/A
<b>Olmsted Falls</b> 53 hour workweek	\$53,120.00	N/A	N/A
<b>Brook Park</b> 48 hour workweek	N/A	N/A	N/A
<b>Middleburg Heights</b> 48 hour workweek	N/A	N/A	N/A
<b>North Royalton</b> 49.8 hour workweek	N/A	N/A	N/A
<b>Euclid</b>			
<b>Parma Heights</b>			

HOURLY WAGE COMPARABLES FOR CAPTAINS

CITY	2002	2003	2004
<b>Maple Heights</b> 51 hour workweek	\$27.24	\$28.71	N/A
<b>Parma (Union Proposal)</b> 48 hour workweek	\$27.22	\$28.85	\$30.59
<b>Strongsville</b> 48 hour workweek	\$27.06	\$28.07	N/A
<b>Parma (City Proposal)</b> 48 hour workweek	\$25.68	\$26.45	\$27.24
<b>Parma (Current)</b> 48 hour workweek	\$25.68	N/A	N/A
<b>Fairview Park</b> 49.8 hour workweek	\$25.23	N/A	N/A
<b>Cleveland Heights</b> 50 hour workweek	\$24.82	N/A	N/A
<b>Rocky River</b> 49.8 hour workweek	\$24.58	N/A	N/A
<b>Bay Village</b> 50 hour workweek	\$23.40	\$24.33	N/A
<b>Cleveland</b> 48 hour workweek	\$23.30	N/A	N/A
<b>Lakewood</b> 50.4 hour workweek	\$23.29	\$24.23	N/A
<b>Cerea</b> 51.7 hour workweek	\$21.26	\$22.06	N/A
<b>Olmsted Falls</b> 53 hour workweek	\$19.21	N/A	N/A
<b>Brook Park</b> 48 hour workweek	N/A	N/A	N/A
<b>North Royalton</b> 49.8 hour workweek	N/A	N/A	N/A
<b>Middleburg Heights</b> 48 hour workweek	N/A	N/A	N/A
<b>Euclid</b>			
<b>Parma Heights</b>			

YEARLY WAGE COMPARABLES FOR INSPECTORS

CITY	2002	2003	2004
<b>Brook Park</b> 40 hour workweek	\$62,257.67	\$64,747.98	\$67,337.90
<b>Middleburg Heights</b> 48 hour workweek	\$58,990.56	\$61,666.32	N/A
<b>Parma (Union Proposal)</b> 40 hour workweek	\$58,667.27	\$62,187.30	\$65,918.54
<b>Rocky River</b> 49.8 hour workweek	\$56,836.00	N/A	N/A
<b>Lakewood</b> 50.4 hour workweek	\$55,962.00	\$58,200.00	N/A
<b>Maple Heights</b> 51 hour workweek	\$55,378.02	\$57,316.25	N/A
<b>Parma (City Proposal)</b> 40 hour workweek	\$55,346.48	\$57,006.87	\$58,717.08
<b>Parma (Current)</b> 40 hour workweek	\$55,346.48	N/A	N/A
<b>Bay Village</b> 50 hour workweek	\$51,346.72	\$53,352.00	N/A
<b>North Royalton</b> 49.8 hour workweek	\$50,577.00	\$52,436.00	N/A
<b>Olmsted Falls</b> 53 hour workweek	\$48,720.00	N/A	N/A
<b>Fairview Park</b>	N/A	N/A	N/A
<b>Berea</b>	N/A	N/A	N/A
<b>Cleveland</b>	N/A	N/A	N/A
<b>Cleveland Heights</b>	N/A	N/A	N/A
<b>Strongsville</b>	N/A	N/A	N/A
<b>Euclid</b>			
<b>Parma Heights</b>			

## HOURLY WAGE COMPARABLES FOR INSPECTORS

CITY	2002	2003	2004
<b>Brook Park</b> 40 hour workweek	\$29.93	\$31.13	\$32.37
<b>Parma (Union Proposal)</b> 40 hour workweek	\$28.20	\$29.89	\$31.68
<b>Maple Heights</b> 51 hour workweek	\$26.62	\$27.56	N/A
<b>Parma (City Proposal)</b> 40 hour workweek	\$26.60	\$27.40	\$28.22
<b>Parma (Current)</b> 40 hour workweek	\$26.60	N/A	N/A
<b>Rocky River</b> 49.8 hour workweek	\$21.95	N/A	N/A
<b>Lakewood</b> 50.4 hour work week	\$21.35	\$22.21	N/A
<b>Bay Village</b> 50 hour workweek	\$19.75	\$20.52	N/A
<b>North Royalton</b> 49.8 hour workweek	\$19.53	\$20.25	N/A
<b>Olmsted Falls</b> 53 hour workweek	\$17.62	N/A	N/A
<b>Strongsville</b>	N/A	N/A	N/A
<b>Middleburg Heights</b> 8 hour workweek	\$23.64	\$24.71	N/A
<b>Fairview Park</b>	N/A	N/A	N/A
<b>Cleveland Heights</b>	N/A	N/A	N/A
<b>Berea</b>	N/A	N/A	N/A
<b>Cleveland</b>	N/A	N/A	N/A
<b>Euclid</b>			
<b>Parma Heights</b>			

Because wages are only one element of total compensation, and economic packages having relatively low base wage rates may nevertheless provide larger total benefits, the Fact-Finder believes that total compensation is the better yardstick with which to measure "comparability". Based upon the data presented, the Fact-Finder concludes that the Firefighters have demonstrated the reasonableness of their annual four percent wage demands, particularly in view of the fact that most other jurisdictions have offered that level of increase for 2002 and 2003.

However, based upon 2002 reports prepared by the City Treasurer, the City Auditor, the State Auditor and the City's consultant, Prism Financial Solutions, the City raises an "inability to pay" objection which must be carefully considered.

The Fact-Finder turns then, to review the City's financial status.

The City's revenue sources include the municipal income tax, the inheritance (estate) tax, property taxes, licenses, permits and services fees, fines and forfeitures, inter-governmental revenue sharing, and interest earnings.

The City's municipal income tax is levied at a rate of 2% on wages, self-employment income and corporate profits.

Municipal income tax receipts are allocated on the basis of 78.75% to the General Fund and the balance to the Capital Improvement Fund. This tax source constitutes the largest component of General Fund revenues, averaging, over the past ten (10) years, 56.84% of the total.

Income tax revenue had increased on average by 3% a year from 1997 to 2000, and by 3.75% from 2000 to 2001.

However, until 2002, residents who worked in jurisdictions outside Parma received a 100% credit for taxes paid to their work jurisdiction. In consequence, if such a wage earner paid a 2% city income tax to the work municipality no tax was paid to the City of Parma.

In March, 2002 the City Council approved a reduction in the 100% credit to 50%.<sup>1</sup> As a result, Parma residents who worked in jurisdictions, such as Cleveland, which levy an income tax of 2% or more upon non-resident wage earners now must pay Parma 1% of their income.

For the tax year 2002, the 50% credit applied only to 75% of foreign earned income. Commencing in January, 2003, all income earned in another jurisdiction became subject to the 50% credit.

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<sup>1</sup> It should be noted that the legislation authorizing the credit reduction has a sunset provision. At the beginning of January 1, 2005 the credit is increased to 1.25% and by December 31, 2005 is fully restored to 2%.

In its initial 2002 budget, prepared before passage of the credit reduction, the City had estimated its aggregate income tax revenues at \$24.4 million for the entire calendar year 2002, representing a 3.442% increase over 2001. Actual collections totaled \$27.5 million or \$3.1 million more than anticipated and some \$3.9 million more than the \$23.6 million collected in 2001.

The City estimates that income tax revenues for 2003 will increase by \$1.6 million to \$29.2 million, or 5.8% over the 2002 total.

That portion of income tax receipts allocated to the General Fund amounted to \$18,622,000.00 in 2001, but, as a result of the credit reduction, increased by 16.48% to \$21,691,000.00 in 2002.

Inter-governmental revenues contribute some 17.87% of the General Fund revenues and consist primarily of local government sharing (80.29%) and inheritance (estate) taxes (9.64%).

The local government sharing revenues are derived from the State sales and use taxes, the State personal income tax, the corporate franchise tax and the public utility excise tax. As a result of legislative action, the same amount is being distributed on a monthly basis through July, 2003 as had been distributed during the period June, 2000 to May, 2001.

The estimated inheritance tax for 2002 was \$900,000.00, but the actual collections amounted to \$957,000.00.

11.91% of General Fund revenues over the years have been derived from the real estate tax and other taxes.

The real estate tax rates include voted levies (outside millage) for fire, police and paramedics. The taxes collected for these purposes are placed in separate funds. As a result of certain built-in reduction factors, the amount of taxes collected for the duration of the voted levies remains constant from year-to-year.

Property tax collections from inside, or non-voted millage, will increase as the assessed valuation increases. Receipts from inside millage are deposited in the General Fund and the Police Pension Fund.

The most recent property appraisals occurred in tax year 2000 for collection in 2001. The next update will take place in 2003 for collection in 2004.

The real estate and related taxes deposited into the General Fund averaged \$3 million dollars from 1992 to 2001, but increased to \$4.5 million dollars in 2002. The proceeds from the Police and Fire levies are deposited into the Special Revenue Funds. In 2002 the levies brought in \$1.8 million dollars. The Paramedic levy brought in \$446,500.00.

Charges for services, and collections from fees, licenses, permits, fines and forfeitures, together with interest earnings,

make-up on average 13.37% of General Fund revenues, and amounted to \$4.9 million dollars in 2002.

In total, \$36.7 million dollars were paid into the General Fund in 2002, an increase of 3.96% over the prior year.

A series of transfers-out of the General Fund into the Medical Liability Fund, the Sewer Maintenance Fund, the Street Construction Maintenance and Repair Fund, the Street Lighting Fund, the State Highway Fund, the Housing Maintenance Code Program, Liability Insurance and Storeroom Funds are made each year.

In 2001 an unbudgeted transfer of \$996,000.00 was made from the General Fund to the Medical Liability Fund to cover an unexpectedly sharp increase in claims. The City budgeted \$3,610,851.00 for transfers-out in 2002, an amount some 63.07% higher than that contained in the 2001 budget, and 2.83% higher than actual transfers-out for 2001.

In 2002 the City budgeted \$32,326,200.00 for General Fund appropriations, representing a 6.83% increase over the 2001 budget, and an increase of 7.46% over actual expenditures in 2001. Actual appropriations in 2002 amounted to \$35.5 million dollars, an increase of 5.27% over 2001.

The City had expected medical claims and debt service charges to increase by over 25% to \$4,400,000.00 in 2002. The City therefore increased the General Fund Medical account budget

by 34.76% over 2001. However, as it turned out, the actual appropriations for hospital, dental and vision coverages in 2002 was only \$3.6 million dollars.

The City Council budgeted \$38 million in General Fund appropriations for 2003, an increase of 7.03% over 2002 expenditures.

The year-end General Fund unencumbered balance had ranged from a low of \$15,000.00 in 1992 to a high of \$1.6 million in 1996. On average, over the ten year period 1992-2001, the Fund balance was 2.81% of expenditures.

As a result of the increase in tax receipts and the less than expected expenditures, the General Fund unencumbered year end balance rose from \$1.572 million dollars in 2001 to \$2.4 million in 2002, representing some 6.3% of budgeted 2003 appropriations.

Based upon the foregoing data, the City argues that notwithstanding the cogency of the Union's wage claim, the City does not have the "ability ... to finance the issues proposed" within the meaning of this statutorily prescribed criterion.

The City bears the burden of proof.

In order to sustain that burden it must demonstrate that wage increases sought by the Union would require the City alternatively, to layoff employees, defer needed maintenance or other projects, reduce or eliminate services and programs

presently provided to the community, default on existing obligations or contract for unsupportable or unallowable additional debt in order to close the gap between expenditures and revenues.

A Fact-Finding Report issued on February 11, 2002 with respect to the 2001 wage re-opener in the Firefighters Contract found insufficient evidence to support the City's then claim of "inability to pay".

The evidence of record before this Fact-Finder still fails to support the City's position.

According to the analysis of a respected credit rating agency, Standard & Poor, the City enjoys a stable employment base with an unemployment rate significantly lower than the County or National averages. Its annual property value growth averaged 3.6% over the past ten years. The per-capita income of its residents exceeded the state and national averages by 9% and 2% respectively. Its \$3.8 billion tax base has grown an average of 4% a year since 1990.

In consequence, the City's credit rating was upgraded from "A+" to "AA-".

Relying on its Consultant's Report, the City argues that it needs to significantly increase its unencumbered General Fund balance to equal approximately 28% of estimated expenditures so as to achieve Standard and Poor's "gold standard" "AAA" credit

rating, and pay a lower interest rate on its notes, bonds and other debt obligations.

Bluntly, the Fact-Finder believes that Parma's quest to achieve a "AAA" credit rating is unrealistic.

Standard and Poor has awarded its AAA rating to only fifty-four (54) cities and other local government units in the entire United States. Only two of them - Westlake and Columbus - are located in Ohio.

In general the fifty-four municipalities do maintain a significantly high unreserved General Fund balance as a percentage of annual operating expenditures. The average was 27.9%. But, such high reserves are not essential. Thus, Omaha, Nebraska maintained a 1.7% ratio in 2001 while eleven other AAA rated Cities maintained ratios of General Fund balances to expenditures ranging from 2.9% to 9.4%.

A municipality's credit worthiness is also judged by its unemployment rate, the market value and trend of property valuations and the effective disposable income of its residents.

Credit rating agencies recommend that municipalities maintain unrestricted General Fund balances at least equal to five percent of estimated annual expenditures. While greater balances are preferable, they are not essential in order to borrow at moderate interest charges. Parma's 2002 year-end General Fund unencumbered balance amounted to 6.3% of estimated

2003 expenditures. Parma's debt burden is relatively light, and with interest rates at historic lows, the differential in borrowing charges based on quality of credit ratings, is not as significant a cost factor as formerly.

Furthermore, the Fact-Finder observes that the City has been able to upgrade its credit rating to "AA-" despite averaging an unreserved General Fund balance of only 2.81% of expenditures.

The City next contends that it must at least maintain, and preferably increase, the proportion of its revenues dedicated to capital improvements and maintenance. Neglect of infrastructure, as its Consultant opined, eventually requires premature replacements at a much greater cost.

The City also warns that employee contributions to the Public Employee Pension Funds might have to be increased to meet future benefit demands if the value of the Funds' investment portfolios continues to decline.

Additionally, based upon the Consultant's prediction, the City claims it will have to spend more for services as the number of its residents in both the 5-19 and over 65 age groups increases. Both the very young and the elderly are disproportionate users of services.

Finally, the City suggests that prudent budgeting requires that it set aside reserves for contingencies, particularly increases in the cost of medical care for its employees.

All of these concerns are valid considerations, but without objective quantification, they are no more than speculations. Such concerns are not novel, but are routinely taken into account in the budgeting process. There is no basis for the Fact-Finder to conclude that any or all of these potential risks will come to pass and materially deplete the City's financial resources.

While utilization of medical benefits, and hence costs, skyrocketed by a budget busting million dollars in 2001, it would appear that the enormity of the increase was aberrational, and not a likely reoccurring phenomenon. Thus, although the medical liability amount was budgeted at \$4,400,000.00 for 2002, only \$3,625,324.00 was expended.

Considering the financial evidence the Fact-Finder finds that the City can afford to pay the 4% wage increases proposed by the Union for 2003 and 2004.

However, the Fact-Finder is also called upon to determine the wages for 2002. He is well aware that a 2003 determination of wage levels for 2002 is an exercise in hindsight.

The books are already closed on 2002.

All decisions respecting allocations of revenues and expenditures for that year have gone into history. In consequence, any wage increase for 2002 must be paid retroactively out of 2003 revenues.

Taking account of that circumstance, the Fact-Finder believes it appropriate to award only a 2% wage increase retroactive to January 1, 2002.

The City observes that because of "pattern bargaining" and "me too" obligations, any increase won by the Firefighter's Unit would also be distributed to all other employees. The upshot of this is that every 1% increase in wages costs the City an additional \$350,000.00.

The total City-wide cost of a 6% compounded wage increase payable in 2003 will, according to the City's calculation, cost some \$2.1 million additional. But, the income tax credit reduction is estimated to yield \$6.6 million additional revenue in 2003 beyond that received from the 2001 income tax collection, and, because of its application to the full year, some 25% more than collected in 2002. According to the City's allocation formula \$5.15 million of that amount will be paid into the General Fund.

Although in 2004 income tax revenues are likely to show only a modest increase, dependent upon increases in earnings, as

a result of the 2003 property re-evaluation, real estate tax revenues should increase substantially.

These developments reinforce the Fact-Finder's findings with respect to the City's "ability to pay".

Finally, the Fact-Finder considers the Union's request to increase the weekly wages paid to newly hired employees who are required to undergo the fire training until they successfully complete the course, from \$400.00 to \$450.00, and thereafter by the same annual percentage wage increase<sup>s</sup> as offered to non-  
probationary Firefighters. ✓

The Fact-Finder agrees that a \$50.00 increase in the allowance paid to trainees is warranted because of increases in the cost of living over the years~~x~~ since this figure was negotiated. Since it is expected that there will be relatively few new hires over the term of the successor Contract, the cost to the City will not be significant. ✓

However, the Fact-Finder does not believe that automatic annual increases are appropriate, because, as the City points out, these recruits are enhancing their careers, but not providing services to the City.

**THE FACT-FINDER'S RECOMMENDATIONS:**

The Fact-Finder finds appropriate and recommends that Article 25 be amended as follows:

"25.01: Effective January 1, 2002:

<u>RANK:</u>	<u>RATE:</u>
Firefighter 1 <sup>st</sup> . yr.	\$37,603.32
Firefighter 2 <sup>nd</sup> yr.	\$40,119.90
Firefighter 3 <sup>rd</sup> yr.	\$44,167.06
Firefighter 4 <sup>th</sup> yr. & Thereafter	\$49,179.12
Lieutenant	\$55,188.33
Inspector Fire Prevention	\$56,431.71
Captain	\$65,375.28

"25.01: Effective January 1, 2003:

<u>RANK:</u>	<u>RATE:</u>
Firefighter 1 <sup>st</sup> . yr.	\$39,107.46
Firefighter 2 <sup>nd</sup> yr.	\$41,724.70
Firefighter 3 <sup>rd</sup> yr.	\$45,933.76
Firefighter 4 <sup>th</sup> yr. & Thereafter	\$51,146.29
Lieutenant	\$57,395.87
Inspector Fire Prevention	\$58,688.97
Captain	\$67,990.29

"25.01: Effective January 1, 2004:

<u>RANK:</u>	<u>RATE:</u>
Firefighter 1 <sup>st</sup> . yr.	\$40,671.75
Firefighter 2 <sup>nd</sup> yr.	\$43,393.69
Firefighter 3 <sup>rd</sup> yr.	\$47,771.11
Firefighter 4 <sup>th</sup> yr. & Thereafter	\$53,192.14
Lieutenant	\$59,691.70
Inspector Fire Prevention	\$61,036.53
Captain	\$70,709.90

"25.02: Effective January 1, 2002, all paid overtime shall be paid in accordance with the following schedule:

<u>RANK:</u>	<u>48 HR. BASE:</u>	<u>48 HR. OVERTIME:</u>	<u>48 HR. EMERG. RATE:</u>
FF 1 <sup>st</sup> yr.	\$15.08	\$22.60	\$27.12

FF 2 <sup>nd</sup> yr.	\$16.08	\$24.11	\$28.93
FF 3 <sup>rd</sup> yr.	\$17.70	\$26.54	\$31.85
FF 4 <sup>th</sup> yr.			
& Thereafter	\$19.70	\$29.55	\$35.48
Lieutenant	\$22.10	\$33.16	\$39.80
Inspector	\$27.12		\$40.64
Captain	\$26.19	\$39.28	\$47.15

"25.02: Effective January 1, 2003, all paid overtime shall be paid in accordance with the following schedule:

<u>RANK:</u>	<u>48 HR. BASE:</u>	<u>48 HR. OVERTIME:</u>	<u>48 HR. EMERG. RATE:</u>
FF 1 <sup>st</sup> yr.	\$15.68	\$23.50	\$28.20
FF 2 <sup>nd</sup> yr.	\$16.72	\$25.07	\$30.09
FF 3 <sup>rd</sup> yr.	\$18.41	\$27.60	\$33.12
FF 4 <sup>th</sup> yr.			
& Thereafter	\$20.49	\$30.73	\$36.90
Lieutenant	\$22.98	\$34.49	\$41.39
Inspector	\$28.20		\$42.27
Captain	\$27.24	\$40.85	\$49.04

"25.02: Effective January 1, 2004, all paid overtime shall be paid in accordance with the following schedule:

<u>RANK:</u>	<u>48 HR. BASE:</u>	<u>48 HR. OVERTIME:</u>	<u>48 HR. EMERG. RATE:</u>
FF 1 <sup>st</sup> yr.	\$16.31	\$24.44	\$29.33
FF 2 <sup>nd</sup> yr.	\$17.39	\$26.07	\$31.29
FF 3 <sup>rd</sup> yr.	\$19.15	\$28.70	\$34.44
FF 4 <sup>th</sup> yr.			
& Thereafter	\$21.31	\$31.96	\$38.38
Lieutenant	\$23.90	\$35.87	\$43.05
Inspector	\$29.33		\$43.96
Captain	\$28.33	\$42.48	\$51.00

"25.03: The above rates for Fire Inspector shall reflect at least one thousand dollars (\$1,000.00) annual difference between rank of Lieutenant and Fire Prevention Officer.

"25.04: Newly hired employees who have not finished the six (6) week fire training course at the time of appointment shall receive a wage of four hundred fifty (\$450.00) dollars per week until such employee successfully

completes the fire training course. At which time such employee shall receive Firefighter 1<sup>st</sup> year wage.

"Firefighter 2<sup>nd</sup> year wage shall be paid one (1) year from appointed date."

**XX. Article 22 - Longevity:**

**The 2000 Contract:**

Article 22, Section 22.01 of the expired Contract provided:

"22.01: All Employees shall receive longevity payments after the completion of the required length of continuous full-time service pursuant to the following schedule:

After 5 yrs.	\$ 275.00 per year
After 10 yrs.	\$ 550.00 per year
After 15 yrs.	\$ 900.00 per year
After 20 yrs.	\$1,200.00 per year
After 25 yrs.	\$1,500.00 per year
After 30 yrs.	\$1,800.00 per year"

**The Union's Proposal:**

The Union proposes to increase the schedule of longevity payments as follows:

"22.01: All employees shall receive longevity payments after the completion of the required length of continuous full time service pursuant to the following schedule:

"After five (5) years \$500.00

"Increasing at \$100.00 per year to a maximum of \$2,500.00 (25 years of completed service)."

**The City's Proposal:**

The City rejects any increase in longevity payments, insisting that:

"... The current system provides set dollar figures based on years of service which the Employer believes is already generous and is more in line with what other fire departments are providing to their employees. The Union's proposal to Section 22.01 would just put an additional burden on the City's limited financial ability and the Employer believes that any compensation should be through base wages in the years 2003 and 2004 according to the Employer's proposed wage increases."

**The Fact-Finder's Analysis and Findings:**

The Union offered the following table of Fire Department longevity schedules for 2002 and 1992 from eleven Cities it deems comparable:

	Cuy. Hts	Euclid	Warrensvl	Fairview	Garfield	BrookPark	Shaker	Cleve. Hts.	E. Cleve.	Parma	Lakewood	Brooklyn	Parma
1 YEAR													
2 YEAR		490											
3 YEAR		490											
4 YEAR	1100		735										
5 YEAR	1100	1528	735	500	1100	469				275	500	250	500
6 YEAR	1400	1528	980	600	1100	469	440	825	275	275	600	250	600
7 YEAR	1400	1528	980	700	1100	469	440	825	275	275	700	250	700
8 YEAR	1700	1528	1225	800	1100	469	440	825	275	275	800	250	800
9 YEAR	1700	1528	1225	900	1100	469	440	825	275	275	900	250	900
10 YEAR	2000	2183	1470	1000	1300	1057	440	975	550	550	1000	500	1000
11 YEAR	2000	2183	1470	1100	1300	1057	880	975	550	550	1100	500	1100
12 YEAR	2300	2183	1715	1200	1300	1057	880	975	550	550	1200	500	1200
13 YEAR	2300	2183	1715	1300	1300	1057	880	975	550	550	1300	500	1300
14 YEAR	2600	2183	1960	1400	1300	1057	880	975	550	550	1400	500	1400
15 YEAR	2600	2837	1960	1500	1500	1647	880	1125	900	900	1500	750	1500
16 YEAR	2900	2837	2205	1600	1500	1647	1332	1125	900	900	1600	750	1600
17 YEAR	2900	2837	2205	1700	1500	1647	1332	1125	900	900	1700	750	1700
18 YEAR	3200	2837	2450	1800	1500	1647	1332	1125	900	900	1800	750	1800
19 YEAR	3200	2837	2450	1900	1500	1647	1332	1125	900	900	1900	750	1900
20 YEAR	3500	3492	2940	2000	1700	2235	1800	1325	1200	1200	2000	1000	2000
21 YEAR	3500	3492	2940	2000	1700	2235	1800	1325	1200	1200	2000	1000	2100
22 YEAR	3800	3492	2940	2000	1700	2235	1800	1325	1200	1200	2000	1000	2200
23 YEAR	3800	3492	2940	2000	1700	2235	1800	1325	1200	1200	2000	1000	2300
24 YEAR	4100	3492	3430	2000	1700	2235	1800	1325	1200	1200	2000	1000	2400
25 YEAR	4100	3492	3920	2000	1700	2825	1800	1325	1500	1500	2000	1250	2500
TOTAL	57200	53692	45570	30000	29700	29865	22320	21750	16125	30000	13750		31500
AVERAGE	2288	2148	1823	1200	1188	1195	893	870	645	1200	550		1260

# VALUE OF LONGEVITY PACKAGE

City	Longevity	
	2002	1992
Cuyahoga Heights	2288	1744
Euclid	2235	%
Warrenville Heights	1823	%
Broadview Heights	1296	NA
Strongsville	1260	440
Fairview Park	1200	1012
Lakewood	1200	630
Brook Park	1195	440
Garfield Heights	1188	745
North Royalton	1012	1012
Middleburg Heights	918	630
Shaker Heights	900	900
Cleveland Hts.	893	447
East Cleveland	870	676
Brooklyn	550	550
Parma Heights	550	550
Average	1211	752
<b>Parma</b>	<b>645</b>	<b>550</b>
Union proposal	1260	

The data portrays Parma's longevity pay as lower at every level of service years than every Department except Brooklyn's and (at the twenty five year level), East Cleveland's. Furthermore, the relative ranking of Parma compared with these other Departments has not materially changed since 1992.

The City selects a different group of twelve Cities with whose longevity allowances Parma's is to be compared. Unlike the Union it includes Bay Village, Berea, Cleveland, Maple Heights, Middleburg Heights, North Royalton, Olmsted Falls, Rocky River and Strongsville on its list, but excludes Cuyahoga Heights, Euclid, Warrensville Heights, Fairview Park, Garfield Heights, Brookpark, Shaker Heights, East Cleveland and Brooklyn which are in the Union's survey.

Only the Cities of Cleveland Heights, Fairview Park and Lakewood are common to both arrays.

Its survey, set forth below, reveals that the longevity pay at the ten year level of three Cities - Cleveland, Cleveland Heights and Lakewood - is lower than that available in Parma. However, the average of the group - \$828.00 - is \$278.00 more:

## LONGEVITY COMPARABLES

CITY	AMOUNT
Bay Village	After 5 years = \$500.00 continuing in one hundred dollar increments until 25 years = \$2500.00
Berea	After 5 years = \$100.00 in each following year the employee shall receive an amount calculated by multiplying the total number of consecutive calendar years of service, minus 3, times eighty-five dollars Monetary amount at 10 years = \$595.00
Brook Park	No longevity
Cleveland	After 5 years = \$300.00 After 10 years = \$475.00 After 15 years = \$575.00 After 20 years = \$700.00 After 25 years = \$800.00
Cleveland Heights	Paid biweekly: 6-10 years = \$16.92 11-15 years = \$33.85 16-20 years = \$51.24 21-25 years = \$69.23 26 <sup>th</sup> year and thereafter = \$76.93 Monetary amount at 10 years = \$439.92
Euclid	
Fairview Park	5 <sup>th</sup> anniversary = \$500.00 continuing in one hundred dollar increments until 20 <sup>th</sup> anniversary = \$2000.00
Lakewood	5 years = \$250.00 6 years = \$300.00 7 years = \$350.00 8 years = \$400.00 9 years = \$450.00 10 years = \$500.00 continuing in fifty dollar increments until 20+ years at \$1000.00
Maple Heights	After 5 years = 1.91% After 10 years = 2.73% After 15 years = 2.80% After 20 years = 3.12% After 25 years = 3.69% Monetary value at 10 years = \$1255.66
Middleburg Heights	After 5 years = \$375.00 continuing in seventy-five dollar increments with no cap Monetary amount at 10 years = \$720.00
North Royalton	5 <sup>th</sup> anniversary = \$500.00 continuing in one hundred dollar increments until 18 <sup>th</sup> anniversary = \$1800.00

<b>Olmsted Falls</b>	.002 multiplied by the number of years of service that the employee will have completed by December 31 <sup>st</sup> of the current year, multiplied by that employee's annual base salary, not to exceed \$1000.00 per year. Monetary amount at 10 years = \$962.40
<b>Parma (Current)</b>	After 5 years = \$275.00 After 10 years = \$550.00 After 15 years = \$900.00 After 20 years = \$1200.00 After 25 years = \$1500.00 After 30 years = \$1800.00
<b>Parma (City Proposal)</b>	After 5 years = \$275.00 After 10 years = \$550.00 After 15 years = \$900.00 After 20 years = \$1200.00 After 25 years = \$1500.00 After 30 years = \$1800.00
<b>Parma (Union Proposal)</b>	After 5 years = 2% of salary After 10 years = 3% After 15 years = 4% After 20 years = 5% After 25 years = 6% After 30 years = 7% Monetary amount at 10 years = \$1,533.82
<b>Parma Heights</b>	
<b>Rocky River</b>	6-7 years = 1% 8-9 years = 1.5% 10-11 years = 2% 12-13 years = 2.5% 14-15 years = 3% 16-17 years = 3.5% 18-19 years = 4% 20 to retirement = 5% Monetary amount at 10 years = \$991.54
<b>Strongsville</b>	After 5 years = \$500.00 continuing in one hundred dollar increments with no cap Monetary amount at 10 years = \$1000.00

The Fact-Finder has already stated that total compensation is the best measure of the relative economic position of Firefighters in Cuyahoga County Cities. Longevity pay is simply one element of that compensation, and serves to determine how many of the total dollars available from an employer as to be distributed to employees on the basis of relative seniority. Obviously, the demographics of some Bargaining Units may induce their Unions to seek that the City's expenditure be directed entirely to across-the-board percentage wage increases, while that of others may cause their representatives to propose that a substantial percentage of the available dollars be allocated to longevity payments or other supplements.

But, whatever the categories into which compensation dollars are to be directed, the Employer's concern is with the total.

Over the past decade the Union has preferred to accept compensation increases in the form of base wage enhancement, and relinquished claims for longevity "catch-up". The theory followed is that "a rising tide lifts all boats."

So it is in the present proceeding, that the Union has sought to maximize base salaries by proposing 4% increases

in each of the three years of the term of the successor Contract. But, it cannot now point to any longevity pay disparity as evidence of an inequity which requires rectification. The Union remains free in negotiations to demand longevity pay improvement, but should recognize, however, that it must accept a moderated based wage increase in return.

The wage increases recommended by the Fact-Finder will allow Firefighters to keep pace with their colleagues in other Departments. To add on the significant increases in longevity pay sought by the Union would unduly burden the City.

The Fact-Finder does believe, however, that a small longevity pay adjustment is appropriate. The Firefighter's present longevity schedule is slightly lower than that of the Police Patrolmen's Unit at the five and ten year service levels as shown by the following table:

LONGEVITY:

<u>YEARS:</u>	<u>POLICE PATROLMEN</u>	<u>FIREFIGHTERS:</u>
After 5	\$ 300.00	\$ 275.00
After 10	\$ 600.00	\$ 550.00
After 15	\$ 850.00	\$ 900.00
After 20	\$1100.00	\$1200.00
After 25	\$1350.00	\$1500.00
After 30	\$1600.00	\$1800.00

The Fact-finder believes that equilibration of the longevity pay at each of the first two levels will not significantly increase the City's cost, and benefit some fifty-seven Firefighters who are at, or will reach, one of these levels during the term of the successor Contract.

**THE FACT-FINDER'S RECOMMENDATIONS:**

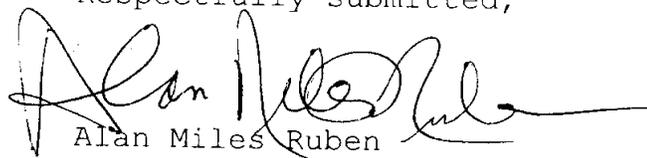
The Fact-Finder finds appropriate and recommends the amendment of Article 23, Section 23.01 to read as follows:

"22.01: All Employees shall receive longevity payments after the completion of the required length of continuous full-time service pursuant to the following schedule:

After 5 yrs.	\$ 300.00 per year
After 10 yrs.	\$ 600.00 per year
After 15 yrs.	\$ 900.00 per year
After 20 yrs.	\$1,200.00 per year
After 25 yrs.	\$1,500.00 per year
After 30 yrs.	\$1,800.00 per year"

Fact-Finder's Report signed, dated and issued at Cleveland, Ohio this 28<sup>th</sup> day of February, 2003.

Respectfully submitted,

  
Alan Miles Ruben  
Fact-Finder

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