

2003 DEC -8 A 9:06

**IN THE MATTER OF FACT-FINDING
BETWEEN**

CITY OF NORTON)	CASE NO. 03-MED-06-0682
)	
AND)	<u>FINDINGS</u>
)	AND
)	<u>RECOMMENDATIONS</u>
NORTON PROFESSIONAL FIRE FIGHTERS, IAFF LOCAL 4219)	

JAMES M. MANCINI, FACT-FINDER

APPEARANCES:

FOR THE UNION

**Susannah Muskovitz, Esq.
Andy Drwal
Carl Housley
Dave Davis**

FOR THE CITY

**Nicholas Codrea, Jr.
Claude Collins
Roger Ramsthler**

BACKGROUND

This matter concerns fact-finding proceedings between the City of Norton (hereinafter referred to as the City or Employer) and the Norton Professional Fire Fighters, IAFF Local 4219 (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding proceedings were conducted on October 20 and November 10, 2003.

The fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceeding, the fact-finder attempted mediation of the issues at impasse. The issues remaining for this fact-finder's consideration are more fully set forth in this report.

The bargaining unit consists of all full-time fire fighters in the Norton Fire Department. Currently, the bargaining unit consists of two full-time fire fighters. The negotiations here are for an initial Collective Bargaining Agreement.

This fact-finder in rendering the following findings of fact and recommendations on the issues at impasse has taken into consideration the criteria set forth in Ohio Revised Code Section 4117(G)(6)(7). Further, this fact-finder has taken into consideration all reliable evidence presented relevant to the outstanding issues before him.

1. OVERTIME PAY AND COURT TIME

The Union proposes that employees called in by the Fire Chief, Shift Commander, or predetermined alarm shall receive a minimum of three hours overtime for call-in pay. Under the Union's proposal, predetermined alarms would be second alarms, second alarm calls for additional personnel, or reported structure fires. The City proposes that employees called in by the Fire Chief or Duty Officer, or by predetermined alarm list shall receive a minimum of one hour of overtime at one and one-half times the employee's regular hourly rate for call-in pay.

The Union contends that its three hours call-in pay proposal is consistent with that provided to other departments. Specifically, the Union requests parity with the police unit which receives three hour call-in pay. Likewise, the AFSCME unit also is provided with three hours of call-in pay by the City. The Union points out that call-in pay would be provided to fire fighters during the time when staffing levels are low or non-existent. The Union also maintains that under the present system used within the fire department, patients that would benefit from Advanced Cardiac Life Support are not receiving it or are having treatment delayed while awaiting the response of a private ambulance at a higher rate of cost to the resident. Finally, the Union presented a financial analysis of the City's General Fund covering a three year period. According to the Union's summary of that analysis, the General Fund balance more than doubled and the General Fund asset to liability ratio remained relatively constant during that time.

The City maintains that the current one hour of call-in pay which is being provided to fire fighters is more than reasonable. The City cites the fact that the two fire fighters in the bargaining unit received a substantial amount of overtime pay due to call-ins during the past year. Moreover, any change in the call-in pay minimum would of course increase the cost to the City. The City is concerned about the overall cost of the total economic package which is being provided to the fire fighters. The fire fighters have already been provided with the same wage increases provided to the police which were 3.5% retroactive to January 1, 2003 with an additional 3.5% wage increase in the final two years of the parties' Agreement. The City's Finance Director expressed concerns about any increase in expenditures given that revenue receipts have been relatively flat in the current year. The City also produced call-in pay comparables for the surrounding communities. The average call-in pay minimum in those jurisdictions was 1.818 hours.

ANALYSIS – This fact-finder would recommend that employees who are called in by the Fire Chief, Shift Commander, or predetermined alarm receive a minimum of two hours overtime pay for call-in pay. Predetermined alarms shall be second alarms, second alarms for additional personnel, or reported structure fire. It should be noted that the language recommended for predetermined alarms reflects current practice followed in the fire department and the City indicated that it did not have any objection to this definition of predetermined alarms.

The recommended change to a minimum of two hours of overtime pay for call-in pay is based on several factors. First, the increase in call-in pay would bring the fire fighters more into line with that which is currently provided by the City to its other safety force. Both the police as well as AFSCME units are currently provided with three hours minimum call-in pay. Moreover, even the City's own analysis of call-in pay minimums provided to fire fighters in neighboring jurisdictions supports the recommended change for the fire fighters here. The average call-in pay minimum provided in neighboring communities is 1.81 hours. The recommended increase to two hours minimum call-in pay for the fire fighters in the City of Norton would be in line with the average for the region.

Moreover, this fact-finder has determined that the City has the resources to fund the increased cost associated with changing the call-in pay minimum for fire fighters. The financial analysis submitted clearly indicates that the City's financial situation appears to be healthy at the current time. During the past three years, the General Fund balance more than doubled and the General Fund asset to liability ratio remained relatively constant. It should be noted that because there are only two fire fighters in the bargaining unit here, the additional cost for increasing minimum call-in pay would not be that significant.

RECOMMENDATION

It is the recommendation of this fact-finder that minimum call-in pay be increased to two hours effective on the date of the execution of the parties' Agreement.

ARTICLE 16, OVERTIME PAY AND COURT TIME

Section 3. Employees called in by the Fire Chief, Shift Commander or predetermined alarm shall receive a minimum of two (2) hours overtime pay for call-in pay. (Predetermined alarms shall be second alarms, second alarm calls for additional personnel, or reported structure fires).

2. HOLIDAYS

The Union proposes language under Section 4 of the Holidays Provision which would provide that each employee be granted an equal number of hours that said employee worked on the holidays established in Section 1 as compensatory time up to eleven days, and that said compensatory time is to be taken within one year of the date earned. The Employer proposes that the fire fighters be provided with eight days of holiday compensatory time.

The Union contends that due to the rotation of holidays, combined with limited staffing, members must work most holidays. Consistent with the police contract, the same benefit should be available to bargaining unit members. The fire fighters who must work a holiday are separated from their families and in many instances are unable to travel or use long weekends. It is only reasonable that they too be provided with eleven days of holiday compensatory time when they are required to work on a holiday.

The Employer maintains that fire fighters are requesting an expansion of the holiday pay benefit without giving anything back in return. It noted that the police unit previously also had eight days of holiday compensatory time but made certain concessions regarding overtime which reduced those costs for the City. The Employer further contends that there is no justification for increasing the number of days for holiday compensatory time for fire fighters considering that they currently are provided with double time for all of the eleven paid holidays set forth under Section 1 of Article 17.

ANALYSIS – This fact-finder would recommend language under Section 4 of Article 17 which would provide that each employee is to be granted an equal number of hours that said employee worked on the holidays established in Section 1 as compensatory time up to eleven days and compensatory time shall be taken within one year of the date earned. Internal parity with the police supports this recommendation. The police units currently are provided with eleven days of holiday compensatory time. There was no basis established for not providing the same holiday compensatory time provision to the fire fighters as that given to the police unit. Moreover, it was shown that due to the rotation of holidays and the limited staffing in the fire department, bargaining unit members must work most holidays. This also establishes justification for providing fire fighters with eleven rather than eight days of holiday compensatory time.

RECOMMENDATION

This fact-finder would recommend that there be eleven days holiday compensatory time provided as more fully set forth below:

ARTICLE 17, HOLIDAYS

Section 4. Each employee is granted an equal number of hours that said employee worked on the holidays established in Section 1 as compensatory time up to (11) eleven days, and said compensatory time shall be taken within one (1) year of the date earned.

3. VACATIONS

The Employer proposes that a second vacation tier schedule be included for employees hired after November 22, 2000. The Union opposes any second tier vacation schedule.

The Employer contends that the two tiered vacation schedule which it proposes is entirely consistent with that provided to other City employees. All of the police unit contracts as well as the AFSCME agreement have a two tiered vacation schedule. The provisions have been contained in the Ohio PBA and AFSCME agreements since 1993.

The Union takes the position that second tier vacation schedules cause problems within the bargaining unit for employees who perform the same job. There was no basis established for the fire fighters unit here for a second tier vacation schedule.

ANALYSIS – This fact-finder would recommend as the City proposes a second vacation tier schedule for employees hired after November 22, 2000. Internal parity supports the recommendation. It was established that all of the police unit contracts as well as the AFSCME agreement have a two tiered vacation schedule. The provisions have been contained in the Ohio PBA and AFSCME agreements since 1993. It should be noted that the second tier vacation schedule recommended herein would not affect the two current members of the fire fighters unit who were hired prior to November 2000.

RECOMMENDATION

It is the recommendation of this fact-finder that a second vacation tier schedule be included in the parties' Agreement as more fully set forth below.

ARTICLE 18, VACATIONS

Section 1. Add - The following second tier schedule shall apply to the employees hired after November 22, 2000.

<u>Length of Service:</u>	<u>Hours:</u>
After One (1) Year	80 hours
After Five (8) Years	120 hours
After Fifteen (15) Years	160 hours

4. SICK LEAVE

The Employer proposes a second tier sick leave cash out schedule for employees hired after January 1, 2003. The Union opposes any two-tier sick leave cash out at retirement provision.

The City maintains that its proposal is reasonable in that the two-tier sick leave cash out schedule is also in the Ohio PBA, Police and Dispatcher Unit contracts, as well as the AFSCME agreement. This provision was placed into those contracts effective 2003.

The Union opposes the two-tier sick leave cash out schedule because it will cause an issue within the bargaining unit in that employees must perform the same job duties. The Union argues that there was no basis established by the City for a two-tier sick leave cash out at retirement provision.

ANALYSIS – This fact-finder would recommend a two-tier sick leave cash out at retirement provision proposed by the City. Internal parity supports this recommendation. The identical provision is found in the City's contracts with the police and dispatcher's units as well as the AFSCME clerical and service unit contracts. In each of those agreements, the provision provides as recommended herein that there be reduced sick leave cash out retirement for employees hired after January 1, 2003. This fact-finder finds that the proposal is reasonable and should be adopted for the fire fighters' contract.

RECOMMENDATION

It is the recommendation of this fact-finder that there be a two-tier sick leave cash out schedule as proposed by the City as more fully set forth below.

ARTICLE 19, SICK LEAVE

Section 11. Employees hired after January 1, 2003, shall be entitled to a cash payment equal to fifty percent (50%) of all unused sick leave up to a maximum of 120 days at retirement under their appropriate State Retirement System, after ten (10) years of continuous service, or at death by payment to the Employee's beneficiary.

5. LONGEVITY

The issue remaining at impasse concerns the payment in the first year of the Agreement for 2003. The Union proposes that longevity pay be increased to that provided to the police unit which begins after five years of seniority at \$332. The City proposes that the current longevity pay provided to the fire fighters' unit remain the same. For 2003, the City proposes for five year employees that they be paid longevity of \$300.

The Union argues that the fire fighters' unit should be brought up to parity with the police department in that they are both safety forces and longevity is a benefit given by the City for continued service to its citizens. The Union further points out that the City by ordinance mandated that longevity pay for full-time fire fighters was to be equal to that provided to police officers as negotiated in their agreement. The Union submits that there is no reasonable basis for paying fire fighters less in longevity pay than the police in the first year of the Agreement.

The City contends that the Union's longevity pay proposal is unreasonable given the fact that the parties commenced negotiations in June 2003. Additionally, the AFSCME clerical and service units have the longevity pay schedule which is being proposed here for the fire fighters. Only the police unit received an increase in longevity pay for the current year.

ANALYSIS – This fact-finder would recommend the longevity pay rate increases proposed by the Union retroactive to January 1, 2003. Once again, internal parity with the City's other safety force supports the recommendation. The City provided

the police unit with the exact same increases in longevity pay which are being recommended for the fire fighters here. The City itself by ordinance indicated that longevity pay for full-time fire fighters should match that provided to the police officers as negotiated in their Collective Bargaining Agreement. It should also be noted that the additional cost to the City of increasing longevity pay for the current year would be minimal considering that there are only two fire fighters involved. For the reasons indicated, this fact-finder finds that the proposed increases in longevity pay for fire fighters for the current year is reasonable and should be adopted by the parties.

RECOMMENDATION

This fact-finder recommends that longevity pay be increased as proposed by the Union retroactive to January 1, 2003 as more fully set forth in Attachment A.

ATTACHMENT A

Section 2. Longevity allowance shall be based on the following schedules:

LONGEVITY PAY

<u>Seniority Completed</u>	<u>But less than</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>
5	6	\$332.00	\$332.00	\$332.00
6	7	\$365.00	\$365.00	\$365.00
7	8	\$398.00	\$398.00	\$398.00
8	9	\$431.00	\$431.00	\$431.00
9	10	\$464.00	\$464.00	\$464.00
10	11	\$497.00	\$497.00	\$497.00
11	12	\$530.00	\$530.00	\$530.00
12	13	\$564.00	\$564.00	\$564.00
13	14	\$597.00	\$597.00	\$597.00
14	15	\$630.00	\$630.00	\$630.00
15	16	\$696.00	\$696.00	\$696.00
16	17	\$762.00	\$762.00	\$762.00
17	18	\$829.00	\$829.00	\$829.00
18	19	\$895.00	\$895.00	\$895.00
19	20	\$961.00	\$961.00	\$961.00
20 plus		\$1,105.00	\$1,105.00	\$1,105.00

6. UNIFORM ALLOWANCE

The Union proposes that there be increases in the uniform allowance to \$862 on January 1, 2003, \$912 on January 1, 2004, and \$962 on January 1, 2005. The City opposes any increase in the current uniform allowance provided to fire fighters/fire medics which is set at \$800 per year.

The Union seeks parity with the police unit which received increases in uniform allowances which are being requested here for fire fighters. The Union points out that fire fighters work five days a week and as a result must change clothes or uniforms more often. Fire fighters must purchase three types of uniforms. The Union submitted a statement indicating that the total cost for maintaining a fire fighter's uniform over a period of several years would be approximately \$3,300.

The Employer disputes the Union's contention that fire fighters incur a cost for maintaining their uniforms which is equal to or greater than that of the police unit. The Employer submits that the police officers' uniform needs, far exceeds that of the fire fighters. As a result, there was no basis established for any increase in the current uniform allowance of \$800 per year which is more than adequate for fire fighters. The Employer submitted comparables of uniform allowances provided to fire fighters in neighboring jurisdictions in Summit County.

ANALYSIS – This fact-finder does not recommend any increase in the current uniform allowance provided to fire fighters and fire medics. It was not clearly established that the uniform needs of fire fighters is similar to that of police officers

within the City. To the contrary, there is every indication that the police officer's uniform does cost more and as a result there is justification for providing a greater uniform allowance for that unit as compared to the fire fighters. There is every indication that the current \$800 uniform allowance provided to fire fighters is more than adequate to cover their uniform needs. Moreover, the comparables submitted for uniform allowances in the region shows that many fire fighters receive lower allowances than that provided to fire fighters in the City of Norton. Therefore for the reasons indicated, this fact-finder has determined that there was insufficient basis established for increasing the uniform allowance for the fire fighters during the term of the parties' Agreement.

RECOMMENDATION

This fact-finder would recommend that the current \$800 for uniform allowance be retained for the term of the parties' Agreement as proposed by the City.

ARTICLE 29, UNIFORM ALLOWANCE

Section 2. All non-probationary Fire Fighters and Fire Medics shall receive an annual uniform allowance prior to February 10 of each year. Said allowances shall be paid according to the following scale:

<u>Effective Date:</u>	<u>01/01/2003</u>	<u>01/01/2004</u>	<u>01/01/2005</u>
Firefighters/Fire Medics	\$800	\$800	\$800

7. INSURANCE

The only issue in dispute regarding health insurance pertains to employee contribution. The Employer proposes that effective January 1, 2004 employees shall contribute \$24 per pay for family coverage, and \$13 per pay for single coverage. The Union opposes any provision requiring employees to contribute towards healthcare insurance premiums.

The City contends that like all public employers it is faced with skyrocketing healthcare costs. It simply seeks minor relief from members of this bargaining unit. The Employer points out that it is proposing that employees contribute approximately 5.21% towards healthcare premiums beginning in 2004. The City cites several other jurisdictions in the area which require its fire fighters to also contribute towards healthcare premiums. The City also maintains that because the fire fighters received an above average wage increase of 3.5% in 2003, it is not unreasonable to ask that they contribute towards healthcare premium costs. The City acknowledges that the police unit is not currently contributing towards healthcare premiums but that it soon will be requesting that non-bargaining unit employees do so in a similar fashion as that which is being proposed for the fire fighters here.

The Union argues that there is no justification for asking fire fighters to contribute towards healthcare premiums when no other City employee is required to do so. The City did not obtain employee contributions towards premiums from the police units. Moreover, the Union points out that it has agreed to the new co-payments provided

for under the current insurance plan. As a result, out of pocket costs as well as deductibles have increased for bargaining unit members. There has also been a significant drop in the level of benefits provided for under the health insurance plan.

ANALYSIS – This fact-finder would not recommend any employee contribution towards healthcare premiums as proposed by the City. It is undisputed that such contributions towards premiums are not now being paid by any other City employee. The police unit is not being required to contribute towards healthcare premiums. Likewise, even non-bargaining unit employees do not have to contribute towards premiums. Therefore, internal parity supports the Union’s position that there should be no employee contribution towards premiums by the fire fighters’ unit.

Moreover, this fact-finder finds no justification for the City’s proposal regarding contributions towards premiums. There are only two fire fighters in the bargaining unit here and even if they did make the contribution proposed by the City, it would have minimal impact in reducing the skyrocketing healthcare costs faced by the City. Moreover, the bargaining unit has agreed to the changes implemented in the health insurance plan for all other City employees with respect to co-payments, deductibles, and prescription drugs. It is these changes which will have a much greater impact in helping the City to reduce the cost of its healthcare plan. Considering that the City has not required other employees to contribute towards premiums, this fact-finder finds that it would be totally unreasonable to require the two fire fighters in the bargaining unit here to make such contributions.

RECOMMENDATION

This fact-finder does not recommend an employee contribution towards healthcare premiums as proposed by the City.

ARTICLE 30, HEALTH INSURANCE

No employee contribution towards premiums.

8. DUTY HOURS

The Union proposes that there be language included whereby the Employer would be required to have at least one member of the bargaining unit on duty per scheduled shift. In addition, the Union proposes that overtime call-ins be instituted when the complement of this bargaining unit falls below the minimum of one. Finally, the Union proposes that there be a maximum ratio of personnel scheduled per shift which shall not exceed two part-time to one of this bargaining unit. In addition, the senior full-time member shall be the shift supervisor. The Employer opposes each of the proposals made by the Union.

The Union contends that given the number of part-time employees in the fire department, its various proposals are reasonable. Its first proposal protects the rights of the bargaining unit to be represented on the scheduled shifts. Overtime call-ins seek to maintain a certain level of professional services to the citizens. The minimum qualification for full-time fire fighters was established to constantly deliver this level of service. The Union also points out that full-time fire fighter's qualifications are higher than that required of part-time fire fighters. As a result, it would be appropriate to provide for consistency across the shifts with the highest trained fire fighters in charge of running those shifts.

The City rejects the various Union proposals as being an improper infringement on management rights. Further, the Union's proposal would serve to unduly disrupt the operations of the City's fire department. The Fire Chief must maintain flexibility in

operating the department by scheduling part-time fire fighters as needed. The Union's request that the maximum ratio of full-time personnel scheduled per shift shall not exceed two part-time to one of the full-time unit is totally unreasonable.

ANALYSIS – At the hearing, the parties tentatively agreed to the Section 3 language proposed by the Union which states as follows:

“The Employer agrees to maintain shifts that yield a minimum of scheduled on-duty complement of at least one member of this bargaining unit per scheduled shift.”

With respect to the other two proposals submitted by the Union, this fact-finder would not recommend the language suggested for several reasons. Both the overtime call-in proposal, as well as that made with respect to the maximum ratio of personnel scheduled per shift, appear to be an infringement upon the City's managerial right to operate the fire department. As attested to by the Fire Chief, such proposals would unduly disrupt the operation of the department. It should be noted that the current practice is to have senior full-time fire fighters serve as the shift supervisor. There does not appear to be any need to provide contract language to that effect. Likewise, the present practice is to substitute one full-time fire fighter for another. However as the Chief noted, there may be occasions when there is a need to substitute a part-time fire fighter for a full-time fire fighter. The proposal submitted by the Union regarding overtime call-ins and the maximum ratio of personnel scheduled per shift simply appears to be unwarranted given the nature of the department which consists of thirty-three part-time fire fighters and only two full-time fire fighters. It would also be unreasonable to require the department to

assign the senior full-time member as shift supervisor given the fact that there are three part-time captains and four part-time lieutenants currently employed in the City's fire department.

RECOMMENDATION

This fact-finder only recommends the Section 3 language proposed by the Union and agreed to by the City as more fully set forth below.

ARTICLE 15, DUTY HOURS

Section 3. The Employer agrees to maintain shifts that yield a minimum of scheduled on-duty complement of at least one member of this bargaining unit per scheduled shift.

Section 4 – Section 5. Proposals submitted by the Union are not recommended.

9. MISCELLANEOUS

The Union proposes that the number of part-time fire/medics shall not exceed the number of full-time medics. The second proposal submitted by the Union states that in the event an open shift is created because a full-time fire/medic is unavailable to work their regularly scheduled shift, a full-time fire fighter shall be offered the shift on overtime according to overtime call-in rules. The third proposal of the Union is that when no full-time fire fighter accepts the shift, then a part-time fire fighter may be utilized. In such an event, the City shall schedule the affected full-time fire/medic for an overtime assignment in the same amount of hours improperly assigned within the next two pay periods. The Union also proposes that no member of the bargaining unit shall be under the supervision of any part-time employee unless said part-time employee is elected to that supervisory position by a vote of the residents. Finally, the Union proposes that all training opportunities offered to part-time personnel are to also be offered to members of the bargaining unit. The Employer opposes each of the proposals submitted by the Union.

The Union submits that its proposals provide for a consistently high level of care for the citizens. The Union's proposals seek to maintain the highest level of trained employee on a particular shift. It points out that part-time fire fighters are rarely available to learn what the full-time members do on a daily basis or what is needed in many situations. For that reason, the senior medic should be the one in charge. The

Union submits that it is only reasonable that training opportunities offered to part-time personnel be offered also to full-time fire fighters.

The Employer contends that the language proposed by the Union would infringe on management rights. The proposals would unduly disrupt the operation of the City of Norton Fire Department. The City requests that it must maintain some flexibility in operating the department given the fact that there are thirty-three part-time fire fighters and only two full-time fire/medics.

ANALYSIS – This fact-finder would not recommend any of the proposals submitted by the Union under the Miscellaneous Article. In each instance, it appears that the proposals would infringe on the City’s management rights. As the Chief noted, the proposals presented by the Union could unduly disrupt the operation of the fire department. Again, given the fact that there are approximately thirty-three part-time fire fighters as compared to only two full-time fire/medics, it is only reasonable to provide the Chief with some flexibility in the operation of the department. Until that ratio changes, this fact-finder does not believe that it would be appropriate to include language which restricts the City in determining how to operate the department.

RECOMMENDATION

It is the recommendation of this fact-finder that none of the Union’s proposals under the Miscellaneous Provision be included in the parties’ Agreement.

ARTICLE 33, MISCELLANEOUS

Section 4 – Section 9. Proposals submitted by the Union are not recommended.

10. LAYOFFS

The Union seeks language which would provide that all part-time employees of the fire department be laid off before any full-time members of the bargaining unit. The Employer opposes such a provision.

The Union submits that its proposal protects the full-time positions and would serve to provide a consistent level of fire department response from full-time fire fighters who are better trained than part-time fire fighters. The Union also points out that the exact same layoff language is found in the contract which the City has with the police units as well as the AFSCME unit.

The Employer contends that it would be totally unreasonable to require the City to layoff thirty-three part-time fire fighters before the two full-time fire/medics. The Union's proposal could interfere with the operation of the fire department.

ANALYSIS – This fact-finder would recommend the layoff language proposed by the Union. Such language is identical to that found in the police and AFSCME contracts. Internal parity therefore supports the recommended layoff language herein.

Moreover, the evidence established that full-time fire fighters are better trained and more qualified than the part-time fire fighters. For example, none of the part-time fire fighters are certified as Advanced EMT's. Given the greater qualifications of the full-time fire fighters, it is only reasonable that part-time personnel be laid off before any full-time members of the department.

RECOMMENDATION

It is the recommendation of this fact-finder that the Layoff Language proposed by the Union be included in the parties' Agreement.

ARTICLE 34, LAYOFFS

Section 5. All part-time employees of the fire department will be laid off before any full-time members.

11. EFFECTIVE DATE OF AGREEMENT

The Union proposes that the effective date of the Agreement be January 1, 2003. The Employer proposes that the Agreement become effective upon execution.

The Union contends that the effective date should be January 1, 2003 as was the case with the police unit contract. The Union also cites the City ordinance which states that there should be parity between the police and fire fighters' units.

The Employer submits that it would be unreasonable to provide for the January 1, 2003 effective date given the fact that the parties did not begin negotiations until June of this year. Moreover, a retroactive date to January 1st would affect both the longevity pay and holiday issues.

ANALYSIS – This fact-finder has determined that the effective date of the parties' Agreement should be January 1, 2003. It was shown that the police contract was not executed by the parties until April 3, 2003 but the Agreement was made retroactive to January 1, 2003. Both the police as well as AFSCME agreements were made effective on January 1, 2003. Likewise, this fact-finder finds that it would be appropriate to provide an effective date of January 1, 2003 for the fire fighters' Contract.

RECOMMENDATION

It is the recommendation of this fact-finder that the effective date of the Contract be January 1, 2003.

EFFECTIVE DATE OF CONTRACT – JANUARY 1, 2003.

CONCLUSION

In conclusion, this fact-finder hereby submits his above recommendations on the outstanding issues presented. He further incorporates into his recommendations herein all tentative agreements previously reached by the parties.

DECEMBER 4, 2003


JAMES M. MANCINI, FACT-FINDER