

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD
2004 APR 26 A 10:10

April 22, 2004

In the Matter of Fact-Finding Between

THE CITY OF EAST CLEVELAND

and

EAST CLEVELAND FIREFIGHTERS,
IAFF LOCAL 500

)
)
)
)
)
)

Case Nos. 03-MED-09-1023

APPEARANCES

For the City:

Jon M. Dileno, Esq.
Rhonda Curtis
Brian Thompson
Curtis Jackson

Attorney
Asst. Law Director
Finance Director
Fire Chief

For the Union:

Kenneth R. Adams
Willie D. Phelps
Tramel C. Tucker
Geoffrey Watton
Jerry Jones

Vice President, IAFF
Secretary, Local 500
Treasurer, Local 500
Vice President, Local 500
President, Local 500

Fact-Finder:

Virginia Wallace-Curry

INTRODUCTION

This matter concerns the fact-finding proceeding between the City of East Cleveland, (the "City") and the East Cleveland Firefighters, IAFF, Local 500 (the "Union"). The bargaining unit consists of all full-time, uniformed members of the East Cleveland Fire Department engaged in fire suppression, fire prevention, arson investigation and activities incidental to a fire department. The terms of the parties' expired collective bargaining agreement covered the period from January 1, 2001 through December 31, 2003.

The parties met on several occasions and engaged in productive discussions. The parties reached tentative agreements in regard to several issues which are attached and incorporated into the recommendations of this fact-finding report. Several issues involving economic and non-economic matters remained unresolved when the parties reached impasse.

Virginia Wallace-Curry was appointed fact-finder in this matter by the State Employment Relations Board. A fact-finding hearing was scheduled for February 11, 2003, and the parties engaged in further negotiations on that day but were unable to resolve all the remaining issues. Hence, a fact-finding hearing was held on February 11 and 12, 2004. The parties were given full opportunity to present their respective positions on the issues. The fact-finding proceeding was conducted pursuant to Ohio Collective Bargaining Law and the rules and regulations of the State Employment Relations Board, as amended.

In making the recommendations in this report, consideration was given to criteria listed in Rule 4117-9-05 (K) of the State Employment Relations Board.

The following issues were submitted by the parties as being at impasse:

1. Article XI - Salaries
 - a. Wage increases
 - b. EMS duty compensation

- c. Fire Inspector pay
- d. Dispatcher compensation
- 2. Article VII - Hours of Duty
- 3. Article VIII - Overtime
- 4. Article IX - Safety Manning
- 5. EMS Committee
- 6. Arrowing
- 7. Residency

BACKGROUND

The City of East Cleveland is the poorest city in Cuyahoga County. Thirty two percent of the population lives below the poverty line, and the unemployment rate is 16.1%. Consequently, the City has been unable to generate revenues to meet its expenditure. It is one of the most fiscally strapped cities in the State of Ohio and has been in a state of fiscal emergency for 15 years.

In the past two years, the City has had to implement extreme cost cutting measures and has cut services and laid off employees. In 2002, the City laid off 10% of its workforce and cut the workweek of most non-union employees to 32 hours per week. Then again in 2003, in an effort to balance the budget, the City laid off additional employees, including a number of paramedics when the City eliminated its EMS department.

At the end of 2003, the City's General Fund had just over \$400,000 in cash reserves, a mere 2.5% of its budget. The City has been forced to maintain negative fund balances totally \$3 million in other funds, because it was unable to cover these shortages from the General Fund. For 2004, the City is projecting a decline in revenues of \$500,000.

Given this gloomy financial condition and outlook, the City is proposing a temporary wage freeze, a reduction in overtime expenses by increasing the hours in a workweek and not

adding any new compensation schemes for its firefighters.

ARTICLE XI - SALARIES

City's Proposal

In an effort to balance the 2004 budget, the City asserts that it has been forced to budget for \$300,000 less in expenditures than in 2003 and has had to assume, among other things, that there would be no wage increases. In the throes of a fiscal crisis, it could have easily and reasonably sought wage concessions for its firefighters. It has not. Instead, in an attempt to treat its employees fairly, while responding to its severe financial problems, it has proposed a wage freeze for 2004. Moreover, given the uncertainty in 2005 and 2006, it has proposed a wage reopener in the second and third year of the Agreement. If revenues come in above the expected projections in 2004 and in subsequent years, the reopener can become a wage increase for employees in 2005 and 2006.

Even though the City's consistently dismal fiscal condition would warrant substantially less in gross earning for firefighters, their entire "comparable" compensation package is respectable, with respect to other jurisdictions. Although the City's firefighters rank last in base wages for Cuyahoga County, they earn tremendous amounts of overtime. In 2003, the average amount of overtime earned by each first-grade firefighter was well over \$10,000. The overtime earnings resulted in substantially enhanced net income. Given the substantial overtime earnings, which must also be reduced, the City cannot afford to pay wage increases.

The City's situation is not unique. Because of severe financial problems, the City of Cleveland has been forced to lay off 500 employees and secure concessions from its safety forces

to avert more layoffs. Cleveland's firefighters sacrificed their uniform allowance and granted contractual relief to allow the City of Cleveland to better balance its manpower and significantly reduce overtime costs. In addition, Cleveland is seeking a wage freeze and other concessions in its negotiations due to commence in a couple of weeks.

For these reasons, the City opposes the wage increases and the other lump sum payments for assumption of EMS, dispatch and fire prevention duties. The City argues that EMS duties have become the primary function of firefighters. All cities and firefighters provide EMS services and compensation is included in base salary. Few jurisdictions have additional compensation is given for EMS. Paramedic pay is sometimes awarded, but the City has already agreed to pay paramedics a 2% premium. The City cannot afford to pay firefighters and extra \$5,000 per year for EMS.

Firefighters also get paid an extra \$15 a week for performing dispatch duties. No additional compensation is available at this time. Additionally, firefighters have been performing fire inspection duties for four years. This is not a time to add premiums when the City is cutting back services to balance its budget.

Union's Proposal

The Union proposes a 4% wage increase for each year of the Agreement and lump sum payments for assuming the extra duties of EMS, dispatch, fire inspection, which have significantly increased their work load. The Union acknowledges that the City is in poor financial shape. However, it argues that the situation can hardly be called an emergency when it has persisted for 15 years. Despite the financial doom and gloom, the fire department has risen above the fiscal emergency, and healthy numbers have been coming out of the fire department.

By taking on the EMS duties, as requested by the City, the fire department has been able to generate revenues through reimbursements for emergency runs. However, the City is only collecting a portion of all money billed and could increase its revenues by more effective collections. Secondly, the Union has granted the City flexibility in scheduling rover positions of fire prevention officers, thus reducing overtime. Lastly, the fire department has come in under budget the last couple of years, even with overtime payments. The Union argues that nothing is worse this year from the last, certainly nothing that is the result of the fire department.

In regard to its standing among comparable jurisdictions, the Union argues that its base wages are \$12,983 below the average for surrounding communities. Without the 4% wage increase proposed, the gap between the City's firefighters and those in surrounding communities will continue to grow. The City has a high turnover rate of firefighters and a wage increase is needed to recruit and retain employees.

The City is proposing a wage freeze at a time when firefighters have taken on additional tasks. In 2003, the fire department has assumed EMS duties which has increased its work load significantly. East Cleveland firefighters made 4,998 EMS runs in 2003 compared to 1,801 runs in 2001. The City cannot increase the workload without increasing the pay. In the Addendum to the expired Agreement, the City agreed to pay firefighters \$5000 for assuming EMS duties, which was a pensionable benefit. The Union argues that this lump sum payment, as described in the Addendum, should be paid yearly for EMS duties. Firefighters in comparable jurisdictions receive EMT pay, such as Cleveland Heights - \$1,600; Euclid - \$1,800; Shaker Heights - \$2,329; and South Euclid - \$250. These jurisdictions also give firefighters paramedic pay.

In addition to EMS duties, the City's firefighters have taken on the responsibility for

dispatch duties. No other firefighters in comparable jurisdictions have dispatch duties. Currently, firefighters are being compensated at \$15 per week, which is \$780 per year. The Union proposes raising that rate to \$25 per week. The total cost to the City would be \$67,600 per year. If the City had to hire four dispatchers, with benefits, the cost to City would be approximately \$136,286 or more. By performing dispatch duties at \$25 per week, firefighters would save the City \$68,686 per year. The alternative is to discontinue dispatch duties as agreed in the March 10, 2003 Addendum to the Agreement.

Lastly, approximately 15 to 22 firefighters are certified as fire inspectors and perform those duties for the City for no additional compensation. Comparable jurisdictions have separate fire prevention officers. The Union proposes that firefighters with the proper certification in fire prevention/inspection be compensated at \$500 per year.

Recommendation

Effective 1-1-04	3% Wage Increase
Effective 1-1-05	Wage Re-opener
Effective 1-1-06	Wage Re-opener

It is undeniable that the City continues to have severe financial problems. The City argues that it cannot afford to give wage increases or make lump sum payments for additional duties. But the City cannot expect the firefighters to take on the EMS runs, which substantially increased their workload, without some added compensation. The City's firefighters' base salary is already well below the average for comparable surrounding communities without adding extra duties and no wage increase.

Performing EMS runs has been standard for firefighters in other communities', which may account for some of the difference between their salaries and those of firefighters in East

Cleveland. Therefore, an increase to the base salary of the firefighters is recommended over a lump sum payment for performing such duties.¹ An increase to the base salary will help to stem the ever widening gap between East Cleveland and other surrounding communities and will help to compensate firefighters for assuming the substantial additional duties of EMS runs.

Therefore, it is recommended that the firefighters receive a 3% wage increase for 2004, with a wage reopener for 2005 and 2006. Although 3% is below the average wage settlement of 3.87% as reported by SERB for 2002 (the latest SERB figures available), and well below what is needed for the City to begin to close the wage gap with surrounding communities, the financial crisis of the City must be considered. However, because the City intends to put a special levy on the ballot this year, a wage reopener is recommended. If the levy passes, the City will be able to fund further wage increases in the future. Retention of personnel is a problem now and will only get worse if their wages are allowed to drop even further. In the interest of safety for the public and the firefighters, the City cannot allow the force to become one where the majority of the personnel has little or no experience.

The City argues that the firefighters total compensation package is respectable, because they earn substantial sums in overtime; however, that does not come without effort. The firefighters must work the overtime hours for that money and forego any other part-time work, unlike the firefighters in other communities where the base salary is higher and overtime is lower. Perversely, while touting the overall compensation package, the City is also arguing that

¹Several communities give employees with EMT and Advance EMT certifications a lump sum payments per year. There was no evidence presented at the hearing to indicate that this is what the Union was requesting. Rather, it is assumed that the Union is requesting a lump sum payment for the assumption of EMS duties, not for technical certification. Consequently, the Fact-finder has opted to recommend that the base salary reflect the additional duties of EMS.

it must reduce the department's overtime costs and increase the number of hours in the workweek. The total compensation package for firefighters would be even less attractive, thereby increasing problems with retention.

Because the City has such limited resources, any other additions to the compensation package, such as a raise in the payment for dispatch duties and a lump sum payment for fire inspection, cannot be recommended at this time. It is recommended that the lump sum payments for dispatch duties, fire inspection and EMS duties be reopened in 2005 and 2006 along with wages. If the levy passes, perhaps additional compensation can be achieved at that time.

Article 7.01 Hours of Duty and Article 8.01 Overtime

City's Proposal

Hours of Duty and Overtime Threshold Hours

- Modify workweek to average 52 hours per week. All hours worked that qualify for an overtime rate shall be paid at the current overtime rates.
- Provide payment of overtime for hours worked in excess of the thresholds established by the Fair Labor Standards Act.

The City has agreed to maintain the minimum manning requirement of the collective bargaining agreement which, in large part, have created mandatory overtime on a nearly daily basis. Instead, rather than attempt to secure a right that should be a management right – setting of staffing levels – the City has instead attempted to address the severe overtime problem by increasing the average workweek. By increasing the average workweek to 52 hours per week, a firefighter will receive one day off every six weeks instead of a day off every three weeks. As a result, the City will be able to cover more shifts with the same employee complement and reduce

overtime.

Even though the City has asked for an increase in the average workweek, this proposal does not impose a large burden on the members. First, they will continue to work a 24 hour-on and 48-hour off schedule. They will simply receive less “Kelly” or “Special” days off. Second, the City’s proposal takes the unusual steps of maintaining the existing overtime rate for the employees. In other words, the increased number of work hours does not mean that the hourly rate, for overtime purposes, will be diluted. Third, the proposed average workweek still falls within the thresholds established by the Fair Labor Standards Act.

Finally, the hours proposed by the City will place the City’s firefighters more in line with the number of hours worked by firefighters in Cuyahoga County. The firefighters in East Cleveland currently work the lowest number of hours annually in the County. By adding an additional four hours per week, they would still be situated close to the averages that exist in the County.

The second, but necessary, component of the City’s proposal is to increase the overtime threshold number to those permitted under FLSA. This proposal is necessary if the average workweek is increased to 52 hours, because it would avert the creation of automatic overtime. Thus, if the Fact-finder recommends the first component of the City’s proposal, she must recommend this necessary component as well.

Holiday Pay

The City opposes the Union’s proposal that members working holidays shall receive 1 ½ times their regular pay. Firefighters currently get an additional 13 hours of pay for 13 holidays. This translates into firefighters already getting slightly more than time-and-one-half pay for

working a holiday. Neither the comparables nor the City's "ability to pay" justify the Union's proposal.

Union's Proposal

Hours of Duty and Overtime Threshold Hours

The Union proposes to maintain the current contract language concerning hours of duty and overtime hours threshold. It argues that the City's proposal is the most costly one the City has proposed. The affects of lengthening the workweek would be to decrease the value of the work firefighters perform by 8%. Their salaries would not change, but they will perform more work for the same money. Similarly, there would be a 27% decrease in the value of overtime if the threshold of overtime is raised to 159 hours.

The City argues that other jurisdictions have longer work weeks. However, those jurisdictions earn \$10,00 to \$15,000 more a year than East Cleveland firefighters. No other City employees have been asked to work more for the same money. The City should not require that of the firefighters.

Holiday Pay

- Members working holidays shall receive 1 ½ times their regular pay.

The Union argues that members who work on a holiday be paid 1 ½ times their regular pay. Members must forego being home with their families on holidays and should be compensated at time and one half for working on the holiday.

Recommendation

Hours of Duty and Overtime Threshold Hours

It is recommended that the parties maintain the current contract language for both Article

7.01 Hours of Duty and Article 8.01 Overtime. The City argues that it needs a break in overtime hours, and proposed that the Union accept a longer workweek and a higher threshold on overtime. It cites several jurisdictions within Cuyahoga County that work more than the City's 48 hours a week.

However, those jurisdictions make considerably more in base salary and special payments than the East Cleveland firefighters. For example, in 2003, the 1st Grade firefighter in East Cleveland made \$38, 886 with no EMT pay, no Fire Inspector pay and a \$400 clothing allowance. The Cleveland Heights firefighter, who worked 50 hours a week, made \$49, 583, got \$61.54 in EMT pay and a \$1,000 clothing allowance. The University Heights firefighter, who worked 52 hours a week, made \$50, 241 in 2002, got a clothing allowance of \$300 and uniform maintenance of \$700. In South Euclid, a firefighter who worked 52 hours a week, made \$53, 840, got \$250 in EMT pay and a \$725 clothing allowance. University Heights and South Euclid, who had the highest "actual hours worked" according to the City's exhibit also make \$11,355 and \$14, 954 more respectively in base pay alone than the City's firefighters. Even Euclid firefighters, who worked 48 hours a week, received \$45, 618, got \$1,800 in EMT pay and \$1,150 in clothing allowance in 2003.

Even though the City is in such poor financial shape, this Fact-finder cannot recommend adding additional hours to the City's firefighters workweek for the same amount of pay, especially when that pay is so much lower than their counterparts in surrounding communities. No one else in the City has had their work hours increased for the same amount of pay, and the firefighters should not be asked to do so either.

Holiday Pay

The Union's proposal for paying firefighters 1 ½ times their regular pay for working on a holiday is not recommended. This additional compensation scheme cannot be funded by the City, and the Union has shown no real compelling reason for this proposal to be granted.

Article 9.01 Safety Manning

City's Proposal

- Modify staffing to 3 fire personnel per fire apparatus and 2 fire personnel per rescue squad plus one ranking officer

The City has countered the Union's proposal of increasing the minimum staffing from 14 to 16 per shift with a more tempered, sensible proposal which is motivated by the need to maintain flexibility where its fiscal crisis may require a cut in services. What the Union's proposal does is hamstring the City from eliminating services, if it has to, because it simply cannot pay for them. For instance, if the City wanted to run with one rescue squad instead of two, it would still have to maintain 14 (or 16 as proposed) employees per shift. Even the City of Cleveland, the only other city in the area with contractual minimum staffing requirements bases its minimum staffing per apparatus – thereby allowing the City to shut down stations and vehicles in a fiscal emergency. Indeed, in its recent layoffs the City of Cleveland shut down a number of fire apparatus to address its fiscal crisis.

In addition, the Union raises its proposal for the first time before this Fact-finder. At no time in its proposals did the Union propose an increase in minimum manning. The Union's proposal should be rejected on this basis alone for two reasons. First, to raise a proposal for the

first time at fact-finding constitutes a failure to bargain in good faith – not providing the City an opportunity to bargain over the proposal. Second, the failure to raise this proposal during negotiations strongly suggests that the Union does not truly believe that manning levels should be increased.

Union's Proposal

The Union proposes raising the minimum staffing levels to 16 employees per shift. The Union argues that the minimum number of employees on a shift is crucial to the safety of the firefighting forces. Currently, the City has a minimum requirement of 14 to provide both firefighting and EMS runs. That is two fewer than when the EMS was a separate department and the fire department had a minimum manning of 12 for firefighting only. The generally accepted number of firefighters required to fight a typical fire in a single family residence is 17 or 18. The City of Cleveland uses 18. East Cleveland has 14 at most, and then only if all fire companies and ambulances are available to respond. The minimum staffing must be raised to adequately provide safe firefighting services to the community.

Recommendation

It is recommended that the parties maintain the current manning levels at 14. First, the parties negotiated 14 as the minimum number of firefighters required for the City when the Fire Department assumed the EMS duties. They did not agree to base manning per fire apparatus. They agreed on 14 people. Although manning per apparatus would allow the City more flexibility in scheduling, it would also allow the City to dip below the safe number of personnel required for firefighting or to eliminate EMS services to the community. The City admitted that it performs more EMS runs based on population than most other communities, because of the

level of poverty and lack of health care insurance in the community. Eliminating EMS would leave these individuals with little or no recourse in an emergency. Dipping below the current manning levels does not appear to be in the public good, either for fire service or EMS service. The public good is one of the factors that must be considered by the Fact-finder in making recommendations. I believe it is compelling in this instance. Therefore, it is recommended that the manning level stay at 14 per shift.

EMS Committee

Union's Proposal

The Union proposes that there be established a joint EMS and comp-time committee which will meet and come to an agreement on policies and procedures for EMS by June 30, 2004, or the parties will proceed to binding arbitration on this issue only. The Union argues that without the binding arbitration provision, the City will disregard any suggestions made by the Union and proceed unilaterally with its preferred procedures. The Union requests binding arbitration to preserve its voice in this process.

City's Proposal

The City agrees that a joint committee should be created to address policies and procedures for EMS. However, it opposes the addition of binding arbitration. The City argues that it has the right and responsibility under the Management Rights clause to set policy and procedures and will not abdicate that responsibility to an arbitrator. The City asserts that it will discuss the policy and procedures concerning EMS duties and scheduling with the Union in good faith. No arbitration is clause is need.

Recommendation

Both parties agree that a joint committee should be established to discuss the policy and procedures regarding EMS duties. It appears from the Addendum to the Collective Bargaining Agreement, dated March 10, 2003, that the parties have formed such a committee. Therefore, it is assumed that the real question here is setting a deadline for agreement on establishing the policies and procedures for EMS and the right to proceed to binding arbitration if the parties cannot reach agreement. The Fact-finder is sympathetic to the concerns of the Union based on the history between the parties. Therefore, it is recommended that a joint EMS committee be formed, if it does not already exist, and that it will meet and come to an agreement on policies and procedures for EMS by June 30, 2004. If the parties fail to come to an agreement, each will have to right to proceed to binding arbitration on the unresolved issues.

Arrowing

City's Proposal

The City proposes that a new article be added to the Agreement regarding "Arrowing" (the ability to temporarily change an employees shift) which would take effect under the following circumstances:

- 14-day notice provided.
- Volunteers will be requested first, and then the least senior member of the effected shift will be arrowed, unless the member can demonstrate a hardship created by the arrow. The next senior member from the effected shift will then be arrowed.
- The City will not arrow a member out of an overtime situation, nor will a member be permitted to volunteer into an overtime situation. Further, the City can move to the next senior member if arrowing the less senior member would create an

overtime situation.

- The City cannot arrow a member into a special day, personal day or vacation nor onto the day preceding or following those days.

The City argues that this language was discussed and negotiated with the Union in an attempt to help the City and control overtime costs. The Union withdrew its support for the arrowing when the City failed to agree to the arbitrate any disagreements reached in EMS committee. The City argues that the language is reasonable and necessary for the City to have flexibility in scheduling and some control over overtime costs.

Union's Proposal

The Union rejects the arrowing provisions proposed by the City, because the Union believes that it has been more than cooperative in helping the City obtain the provisions it needs to control costs. But the City would not agree to allow the binding arbitration option for the EMS committee, even though the City argues that it has all intents to listen to the Union's concerns and come to an agreement. The Union argues that the flexibility in scheduling must not be that important to the City.

Recommendation

The Fact-finder recommends the City's proposal as stated above as a new Article on Arrowing. The language was crafted by the Union and the City, so in ultimately palatable by both parties. It was to become a part of the tentative agreements negotiated by the parties when the negotiations broke down over the arbitration clause to the EMS committee. The City desperately needs some help from the Union in controlling overtime costs. This provision will help and comes at little cost to the Union. Therefore, it is recommended.

The City may arrow members under the following circumstances:

- **14-day notice provided.**
- **Volunteers will be requested first and then the least senior member of the effected shift will be arrowed unless the member can demonstrate a hardship created by the arrow. The next senior member from the effected shift will then be arrowed.**
- **The City will not arrow a member out of an overtime situation, nor will a member be permitted to volunteer into an overtime situation. Further, the City can move to the next senior member if arrowing the less senior member would create an overtime situation.**
- **The City cannot arrow a member into a special day, personal day or vacation nor onto the day preceding or following those days.**

Residency

City's Proposal

- All employees must become residents of the City within six months of ratification or hire.

The City asks that it be allowed to set the criteria under which its firefighters (and other City employees) are hired. There is no question regarding the advantages that are created for a community when its employees reside there. Additional income tax revenue is an obvious plus, but the advantages extend beyond an increase in income tax collections. Residents who are gainfully employed add to the community by spending their money there and enhancing property values. Residing in the city of employment also tends to increase the dedication to one's occupation where the work performed directly impacts where an employee lives. Many current City employees are required to live in East Cleveland, and a collective bargaining agreement should not serve as an impediment to such a sensible requirement.

Union's Proposal

The Union rejects the proposal of the City with regards to residency. No other jurisdiction except the City of Cleveland requires residency for employment. The City of East Cleveland has a below average wage package and adding a residency requirement will only hamper the City in obtaining and keeping qualified personnel.

Recommendation

It is recommended that no residency requirement be added to the Agreement. This Fact-finder addressed the issue of residency for the City of East Cleveland and Ohio Patrolmen's Benevolent Association BPO Unit in SERB Case No. 00-MED-05-0614. For the same reasons cited in that opinion, the residency requirement is rejected here. In that opinion, I noted that the issue had been brought before three conciliators in cases involving the firefighters, patrol officers and sergeants. All three rejected the proposal. Several reasons were cited, such as the economic cost of attracting and retaining qualified candidates willing to accept residency as a condition of employment. Most of the surrounding communities do not have a residency requirement and have more lucrative compensation packages. Other concerns, such as available and suitable housing and difficulties with the school system, will act to severely limit the applicant pool and jeopardize the safety of the citizens of East Cleveland. In addition, arguments regarding the economic benefits of employee residency are too speculative to be persuasive. For these reasons, the City's proposal is rejected.

Submitted by:


Virginia Wallace-Curry, Fact-finder

April 22, 2004
Cuyahoga County, Ohio

TENTATIVE AGREEMENTS
BETWEEN
CITY OF EAST CLEVELAND
AND
EAST CLEVELAND FIRE FIGHTERS LOCAL 500

1) FIRE PREVENTION OFFICER

Allow City to assign Captain-FPO to 24-hour shift and distribute those FPO functions among three members who have a fire safety inspector certification. Provide an annual lump sum payment of \$750.00 to each member assigned as the FPO. The City will notify the Union prior to the selection of the FPO's.

2) ROVERS.

The City may assign one Captain and one Deputy Chief to a rover position. The parties will meet and agree regarding the scheduling and vacation selection for the rovers. If the parties are unable to agree, the issue will be submitted to binding arbitration with the arbitrator selecting the more reasonable position.

3) REIMBURSEMENT FOR TRAINING

Require an employee who leaves within five (5) years of employment to repay the City for the cost of all training certifications according to the following schedule:

- within 3 years - 100%
- within 4 years - 50%
- within 5 years - 25%

4) INSURANCE

See attached.

JO 3-11-04
KRA 3-11-04

5) **PARAMEDICS**

- The City will permit paramedics to select vacation based on seniority within rank.
- The City agrees to pay those employees certified as paramedics an annual lump sum payment by December 31 of each year in an amount equal to two percent (2%) of their base salary.

6) **SICK LEAVE**

Amend Work Rules as follows:

- Probationary firefighters must provide a doctor's certificate for all sick leave usage.

7) **PARAMEDIC TRAINING**

- The City agrees to pay for the training costs for the two (2) employees currently enrolled in the paramedic training program.
- Delete Paragraph 2 of the EMS Addendum.
- *Delete Paragraph 5 of the EMS Addendum*

*TO
3-12-04
KRA
3-12-04*

8) **COMPENSATORY TIME**

- Compensatory time will be considered as hours worked for purposes of overtime.
- The Chief can deny compensatory time requests when allowing the request will create an overtime situation.

9) **INSURANCE OPT-OUT**

- The City will allow employees to opt-out of the City's insurance coverage under the following conditions.
 - The employee provides proof of alternative insurance coverage
 - The employee must be enrolled and opt out to be eligible
- Employees opting out of family coverage shall receive \$1,500 annually, of single coverage shall receive \$500 annually, and out of family coverage to single coverage \$500 annually. These payments shall be made at the end of the one year opt-out period.

[Signature] 3-11-04
KRA 3-11-04

- This program will be instituted on a one year trial basis, at which time the City reserves the right to discontinue the opt-out program.


3-11-04
9/09 3-11-04

INSURANCE

- Effective March 1, 2004, employees' insurance benefits will be modified in accordance with Column 3 of the attached summary. *(the Union reserved the right to ~~challenge~~ grieve the implementation ^{occurring} prior to April 2004)*
- Employees will be permitted to enroll in two alternative plans as set forth in Columns 1 and 2 with an effective date of April 1, 2004. Employees enrolling in an alternative plan will be required to contribute to the premiums in the following amounts:

- Option No. 1: Single coverage \$60.98 per month;
Family coverage \$~~112.50~~ per month
\$150.50 J.D. 5-12-04
RA 3-12-04
- Option No. 2: Single coverage \$27.11 per month;
Family coverage \$~~62.81~~ per month
\$69.81 J.D. 5-12-04
RA 3-12-04
- Option No. 3: Single coverage \$10.00 per month;
Family coverage \$25.00 per month

- The employees' premium-contribution amounts will remain at these levels for the duration of the parties' collective bargaining agreement.
- The City will implement a Section 125 plan by no later than May 1, 2004.

234893

J.D.
3-11-04
RA 3-11-04

CERTIFICATE OF SERVICE

Originals of this Fact-finding Report and Recommendations were served upon Jon M. Dileno, Esq., Duvin, Cahn & Hutton, Erieview Tower, 20th Floor, 1301 East Ninth Street, Cleveland, Ohio 44114, and upon Kenneth R. Adams, Vice President, Northern Ohio, IAFF, 17703 Grovewood Ave., Cleveland, Ohio 44119-3100, by express overnight mail, and upon Dale A. Zimmer, Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213, by priority mail, this 22nd day of April, 2004.


Virginia Wallace-Curry, Fact-Finder