

FACT FINDING REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
January 3, 2005

2005 JAN -6 A 11: 48

In the Matter of]
The City of St. Bernard]
and]
St. Bernard Fire Fighters Union IAFF, Local 450]

Serb Case # 04 MED-10-1197

Date of Hearing: December 16, 2004

AWARD:

M. James Abernathy
As Fact Finder (Neutral)
1119 Sunnyslope Drive
Cincinnati, Ohio 45229
513-242-7172
Fax 513-242-7127

Date of Report: January 3, 2005

INDEX

I.	PRINCIPLE REPRESENTATIVES	2
II.	BACKGROUND.....	3
III.	INTRODUCTION.....	4
IV.	THE ISSUES.....	6
	Hours of Work - Article VII.....	6
	Overtime and Compensatory Time - Article VIII.....	6
	Holiday and Holiday Pay - Article IX.....	7
	Section 2-C.....	7
	C-9 Trust - Article XXII.....	8
	Wages - Article XXVII.....	9
	Sick Leave With Pay - Article XI.....	9
	Longevity Pay - Article XV.....	10
	Life Insurance - Article XXII.....	11
	Vacations - Article X.....	11
	Proposed New Article: Minimum Manpower.....	13
	Proposed New Article: Certification Pay.....	14
	Proposed New Article: Deferred Time Off.....	15
V.	SUMMARY.....	15

Principle Representatives

For the Union:

St. Bernard Firefighters IAFF, Local 450
Robert Schrenk, Head Negotiator
5116 Vine Street
St. Bernard, Ohio 45217
(513) 242-9555 (W) 641-0154 (H)

For the City of St. Bernard

Paul R. Berninger, Attorney-at-Law
Wood & Lamping, LLP
600 Vine Street, Suite 2500
Cincinnati, Ohio 45202
(513) 852-6000 (W) 852-6087 (FAX)

Fact-Finder (Neutral)

M. James Abernathy
1119 Sunnyslope Dr.
Cincinnati, Ohio 45229
(513) 242-7172 (H) 242-7127 (FAX)

BACKGROUND

The Fact-Finding involves the City of St. Bernard and Local 450 of the IAFF Union. Prior to the Fact-Finding there were a number of negotiation sessions. Originally there were thirteen (13) issues at impasse. Upon one mediation session, the parties were able to resolve one issue. Therefore, twelve (12) issues: Hours of Work, Overtime & Compensatory Time, Holidays, C-9 Trust, Wages, Sick Leave, Longevity Pay, Life Insurance, Minimum Manpower, Certification Pay, Deferred Leave Off, and Vacation were open during the formal Fact-Finding Hearing.

The Fact-Finding Hearing was conducted on December 16, 2004 in the St. Bernard City Hall. The Hearing commenced at 9:00 am and was adjourned at 4:30 pm.

The Fact-Finder wishes to state that he appreciates the courtesy with which he was treated. Additionally, the conduct of the parties toward the Fact-Finder and each other was exemplary. The Hearing was conducted with the Rule 4117 - greatest professionalism by both parties.

The Ohio Public Employees Bargaining Statute sets forth the criteria the Fact-Finder is to consider in making recommendations. The criteria are set forth in Rule 4117-9-05(J), and (K1)-(K6) of the Ohio Revised Code. The criteria are:

- 4117-9-05(K)(1) Past collectively bargained agreements, if any, between the parties;
- 4117-9-05(K)(2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

- 4117-9-05(K)(3) The interests 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;
- 4117-9-05(K)(4) The lawful authority of the public employer,
- 4117-9-05(K)(5) Any stipulations of the parties;
- 4117-9-05(K)(6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

Therefore, in making findings of fact, the Neutral took into consideration all reliable information relevant to the issues before the Neutral. All reports, oral and written, and exhibits were scrutinized and weighed heavily in the Neutral's final report.

INTRODUCTION

The primary differences between the parties center on economic concerns; therefore, many of the issues at impasse can be discussed in general. St. Bernard is located in Hamilton County within the city boundaries of Cincinnati, Ohio. Its population is approximately 5,000 residents with a daytime population of approximately 17,000, all within a 1.5 square mile area. According to the City, it provides one of the highest levels of municipal service in the state. This would include twice-a-week trash setout and pickup, modern recreational facilities, subsidized local transportation and a police and fire department that are among the largest in Southwest Ohio on a per capita basis. It has primarily a blue-collar worker base, a homeowner base and an industrial plant base, all of which remunerate the City with income and property taxes. In past years, the world's largest soap maker, Procter & Gamble, had a large presence here and

made a great contribution tax wise in making the City prosperous and hiring, not only blue collar workers, but also industrial professionals. Procter & Gamble is gone now and other lesser companies have inhabited the vast array of buildings formerly owned by Procter & Gamble but appear to be remunerating the City with less tax income. Evidence submitted by the City shows that as early as 1999 it had total revenue for that year in the amount of \$11,647,276 and expenditures of \$9,503,971. Both items deteriorated in the intervening years to total revenue of \$9,112,939 and expenditures of \$11,032,093 in 2003. Clearly a downward spiral while City services, fire services and police services remained at their usual high level as well as regular salary increases along with attendant fringe benefits. When times were good the City was able to have a monetary surplus of \$11,582,040 in 1999 and in 2003 this surplus had declined to \$6,299,421. There is a potential debt against the \$6,299,421 reserve of \$4,607,538 making the net reserve in that year of \$1,691,883. To compound this economic picture, a previous city administration negotiated contracts with the service workers and also the police union as if City finances were on an upward spiral instead of a decline. Now a new administration comes in to attempt to balance the budget. The City proposes to use reductions in personnel, pay freezes, cease overtime hours, concessions on vacation, longevity pay, health insurance costs, calculation of overtime, holiday pay, vacations, sick leave, terminal leave benefits, and other items designed to cut costs. The goal is to trim \$400,000 off the cost of the fire department. The firemen on the other hand understand the figures and the precarious situation the City and they are in. They realize that some concessions may be in order. They contend that the City has made poor choices in some of its expenditures. They cite

that the situation the City is in is not of their doing and they simply want to be treated fairly.

THE ISSUES

Issue: Hours of Work - Article VII

Union Position: The Union seeks to increase the annual number of Kelly Days from one (1) Kelly Day every 16th tour to one (1) Kelly Day every seventh (7th) tour.

City Position: No discussion or opposition.

Fact-Finder's Decision: Article VII, Hours of Work, Section 5 be rewritten to reflect all members working a tour system work schedule receive a Kelly Day every seventh (7th) tour. Use Union language.

Issue: Overtime and Compensatory Time - Article VIII

Union Position: The Union proposes the following language:
Section 1A: "Change the required minimum hours of pay from two (2) to three (3)."

City Position: The City counters with the following language:
1A. "Shall be paid at 1-1/2 x the members' 53 hour rate. Overtime - 1 hour holdover guarantee eliminated."

Discussion: Section 1A pertains to a member who is called in from off-duty status. The Union request would increase City costs and the City request would decrease City costs. The City has already addressed in large measure its overtime concerns. The City submitted budgetary evidence that showed it spent \$500,000 on overtime in 2003 for the Police, Fire and Service Departments. In a letter dated July 1, 2004, addressed to All Personnel (Fire), Fire Chief Scherpenberg stated that, "Due to lack

of funding by City Council, no overtime is authorized for any function or reason." The Union entered into evidence that even though they had 3% wage increase in 2004, current records show that their members will actually have a decrease in their W-2 income for 2004. The City further proposes, under Section 2A5, that "No overtime be paid for EMT or paramedic certification on employees own time."

Fact-Finder's Decision: Current contract language on both sections: No changes.

Issue: Holiday and Holiday Pay - Article IX

Union Position: Section 1. The Union wants to add Martin Luther King, Jr. Day.

City Position: Neutral.

Discussion: This is a nationally recognized holiday as pointed out by the Union since 1986.

Fact-Finder's Decision: Starting in year 2007, Martin Luther King, Jr. Day will be added to the list of holidays.

Issue: Section 2-C.

Union Position: Current language

City Position: The City wants to change current language to read, "Members scheduled to start a tour on a holiday shall receive 1-1/2 x the regular 53 hour rate for each hour worked in addition to the member's regular pay."

Discussion: Current language for 2-C reads, "In any pay period in which a holiday occurs, all members who are required to work on the holiday shall receive, for each hour worked on the holiday, additional pay equal to one and one-half times (1-1/2 x)

the member's hourly rate at the forty (40) hour workweek rate. This payment shall be in lieu of, not in addition to, Holiday Pay described in Subsection (B). 2-B reads, "In any pay period in which a holiday occurs, all members of the St. Bernard Fire Department shall receive additional pay for each said holiday in an amount equal to one-fifth (1/5) of the member's weekly rate."

Fact-Finder's Decision: Current contract language.

Issue: C-9 Trust - Article XXII

Union Position: Leave as is.

City Position: Delete from contract.

Discussion: Section 6 of this Article reads, "The City agrees to maintain and assume responsibility for the solvency of the C-9 Trust Fund. Payments shall be awarded by a City appointed Board of Trustees of which at least one (1) Board Member shall be a retired member of Local 450, IAFF, and at least one (1) member shall be an active member of Local 450, IAFF."

The C-9 Trust Fund technically is a Voluntary Employee Benefit Association ("VEBA") set up in 1985 under Internal Revenue Code, Section 501-© (9) by the City. The Trust was set up as a health benefit for retirees who had health costs not paid by the health insurance plan provided by the State of Ohio pension funds and systems. There is litigation as to the legality and meaning of the C-9 Trust in progress.

Fact-Finder's Decision: Due to litigation, the Fact-Finder will leave the C-9 Trust, Section 6 unchanged.

Issue: Wages - Article XXVII

Union Position: The Union proposes wage increases for 2005 - 4% increase, for 2006 - 4% increase and for 2007 - 4% increase.

City Position: The City proposes:

2005 - Freeze on wages,
2006 - Re-opener, and
2007 - Re-opener.

Discussion: The City has already taken all overtime away and as previously stated, entered into evidence by Firefighters and uncontested by the City, that even though the Firefighters had an increase of 3% in wages in 2004, W-2 wages will show a decrease of 5% in W-2 wages for 2004.

The City is proposing a reduction in practically every area pertaining to wages. The Firefighters are concerned that the City is over zealous in its desire to cut costs. They are also concerned that raises were given to the Police and Service Units. The City's finances then were little different than it is now. Nevertheless, this was done by an outgoing administration and the current administration is trying to balance the budget. However, the budget balancing must be shared by all.

Fact-Finder's Decision:

Freeze Wages 2005 - Wage freeze
4% Wage increase 2006 - Wage 4%
Wage Re-Opener 2007 - Wage re-opener.

Issue: Sick Leave With Pay - Article XI

Union Position: The Union proposes the following language:

Section 1: All employees shall continue to accrue and accumulate twenty-four (24) hour(s) of sick leave per calendar month (12 tours per year) as paid sick leave.

Section 3. J. If overtime is created due to sick time usage, the member will be charged two (2) hours of sick leave for each one (1) hour of overtime created. If more than one (1) member creates overtime due to sick time usage, the overtime hours shall be shared equally by each member. This section shall not apply to members who are off on Long-term Sick Leave two (2) or more consecutive twenty-four (24) hour tours).

Section 5. An employee may elect to cash out any tours in excess of the one hundred and five (105) tour retirement conversion cap at the rate of two (2) tours of sick leave for one tour (1) of pay. Payment for sick leave cashed in under this section shall be made in the final pay period of the calendar year.

RATIONALE: The Union proposal is an attempt to bring our sick time more in line with the other departments in the city (Police and Service). The Union understands that sick time usage can have a cost to the city. Therefore the Union's proposal is an attempt to share in that cost. The addition of Section 5 allows the City to have a reduction in the sick time liability. This provision was also given to another City Department six months ago.

City Position: Change accrual rate of sick leave to read: "All employees shall continue to accrue and accumulate twelve (12) hour(s) of sick leave per calendar month (6 tours per year) at paid sick leave."

Discussion: The Firemen do enjoy a sick leave program that is far superior to that of other City employees. Perhaps this is as it should be as in many quarters theirs is considered to be the most hazardous of jobs. However, evidence submitted by the City proves that this is an area that can improve on City costs and still have a fair Sick Leave Pay program for the Firemen.

Fact-Finder's Decision: Reduce sick leave to 144 hours per year. Use City language.

Issue: Longevity Pay - Article XV

Union Position: Increase longevity pay in the calendar year in which the Member completes five (5) or more years of continuous service in the Fire Department.

1. Year 5 - 300.00

In addition, \$50.00 shall be paid for every year of service thereafter.

City Position: The City proposes to suspend Longevity Pay in year 2005. City contends this would be a savings of \$20,000. The Union says only a savings of \$17,575.

Discussion: Longevity Pay is accrued according to the following schedule:

Years of Service	Amount
5 years through 9 years	\$350.00
10 years through 14 years	\$525.00
15 years through 19 years	\$700.00
20 years through 24 years	\$850.00
25 years or more	\$1,000.00

Fact-Finder's Decision: Suspend payment of Longevity Pay for 2005 only.

Issue: Life Insurance - Article XXII

Union Position: Section 4. Life Insurance. The City agrees to provide for All members life insurance coverage in the amount equal to the annual base salary of a Firefighter VII (7) payable to the surviving spouse or heir(s) at law should there be no surviving spouse.

The Union contends that this item has not been increased since 1992.

City Position: Not offered.

Discussion: The current contract provides \$20,000 payable to the surviving spouse or heir(s) at law should there be no surviving spouse. This would not be very much help to a surviving widow with children. Proposal by the Union is worthy and with insurance companies using updated mortality labels would not cost very much.

Fact-Finder's Decision: Union's position and language. Life insurance death benefit coverage in the amount equal to the annual base salary of a Firefighter VII (7).

Issue: Vacations - Article X

Union Position: Current language.

City Position: New language.

Section 1. Base vacation shall be eight (8) hours per month.

Section 3. Maximum longevity vacation 5 tours.

Section 6. Elimination of 40 hours pay at 40 hour rate.

Discussion: Article - Vacation

Section 1: Current Contract reads: Regular vacation shall be accrued on the basis of ten (10) hours per month not to exceed a total of five (5) twenty-four (24) hour tours of duty in each calendar year.

Section 2: Vacation Shall Be Picked First

Regular vacation shall be selected by seniority with the senior member picking first. Each member may pick as many consecutive days as he is entitled. If a member decides not to pick all five (5) of his days he goes to the bottom of the rotation to pick up the next round. This shall continue until all regular vacation days have been selected by all members of the unit. Regular vacation days may at no time create scheduled overtime due to Kelly Day schedules or minimum manning requirements.

Employees with less than six (6) months service shall not receive vacation benefits.

Section 3: Longevity vacation shall be selected next, by seniority, with the senior member picking first. Each member may pick as many consecutive days as he is entitled so long as it does not create scheduled overtime due to Kelly Day schedules, vacation selections or minimum manning requirements. If a member chooses not to select all of his longevity days, then he goes to the bottom of the rotation to pick the next round.

Longevity vacation is earned based on the following schedule:

Years of Service	Additional Vacation
5 through 9 years	1 Tour
10 through 14 years	2 Tours
15 through 19 years	3 Tours
20 through 24 years	5 Tours
25 years or more	6 Tours

Section 6: All members, after completion of five (5) years service shall receive an additional forty (40) hours of pay at the forth (40) hour rate of pay as vacation allowance per annum.

The City says its proposal will reduce overtime. But overtime has already ceased on dictate of the Fire Captain

Fact-Finder's Decision: Current language.

Proposed New Article: Minimum Manpower

Union Position: The Union proposes the following contract language:

Section 1. The minimum manning shall be seven (7) full-time firefighters on the line at any given time. Forty-hour (40) per week personnel, including the Chief, shall not be considered as part of the minimum manpower requirement.

Section 2. Fire employees, when required to work minimum manpower hours shall be compensated for such work at a rate of one-half times the individuals forty-hours (40-hours) rate of pay.

City Position: The City argues that the number of employees the City employs is beyond the scope of collective bargaining. Staffing, manning or any other term used to suggest an obligation to employ a fixed number of persons is not a mandatory subject of bargaining.

Discussion: The Fact-Finder finds exception with the City's stance that the number of employees the City employs is beyond the scope of collective bargaining. This can only be true if the collective bargaining agreement specifies this right to the

employer. Fortunately for the City, Article II: Management Rights, Section gives the City "The right to relieve employees from duty, and to determine the number of personnel needed in any agency or department or to perform any function, determine services to be rendered, operations to be performed, utilization of technology, and overall budgetary matters."

The Union cited safety concerns as it relates to numbers of personnel at any given time but presented no proof that lower levels of manpower created a safety hazard or safety hazard incidents.

Fact-Finder's Decision: Proposed New Article - Minimum Manpower is subordinate to the jointly approved Article II, Section 13 - Management Rights.

Issue: Proposed New Article: Certification Pay

Union Position: The Union proposes the following contract language:

"All members who hold a State of Ohio EMT-A or EMT-P certification shall be paid an annual certification pay equal to two percent (2%) of the base salary of the rank of Firefighters VII (7). The aforementioned certification pay is in addition to not in lieu of paramedic pay addressed in Article XIX (19) of this Agreement and will be paid on the anniversary date of certification or re-certification."

City Position: No discussion.

Fact-Finder's Decision: The Fact-Finder sees no justification for a new cost item at this time. Proposed New Article - Certification Pay not be adopted at this time.

PROPOSED NEW ARTICLE

Issue: Deferred Time Off

Union Position: The Union proposes the following new contract language.

Incorporate current fire department deferred time-off policy into contract language. (See copy attached of Standard Operating Procedures of Time Off, dated 9/11/01)

City Position: No discussion.

Fact-Finder's Decision: New Article - Deferred Time Off . Incorporate current Fire Department Deferred Time Off Policy extracted from City Standard Operating Procedures, Codes 1-V-26, revised 9-11-01 (copy attached).

SUMMARY

The Fact-Finder is satisfied that the issues have been addressed and, therefore, it is unnecessary to discuss or treat any other matter or events that may be immaterial or insignificant. Further, it must be emphasized that the absence of any treatment or discussion related to any matters or arguments presented must not be construed to be a lack of attention thereto, since all matters were considered.

M. James Abernathy, Fact-Finder

Budget Review

Review of Revenue verses
Expenditures
1996 through 2003

John R. Estep

Budget Year 1996

Revenue	\$10,771,456.
Expenditures	\$ 9,094,561.
Reserve	\$ 5,730,163.

Budget Year 1997

Revenue **\$10,386,392.**

Expenditures \$ **8,558,962.**

Reserve **\$ 7,557,590.**

Budget Year 1998

Revenue **\$12,182,327.**

Expenditures \$ **10,301,156.**

Reserve **\$ 9,438,735.**

Budget Year 1999

Revenue **\$11,647,276.**

Expenditures \$ **9,503,971.**

Reserve **\$ 11,582,040.**

Budget Year 2000

Revenue **\$10,016,767.**

Expenditures \$ **10,466,765.**

Reserve **\$ 11,132,040.**

Budget Year 2001

Revenue \$12,573,604.

Expenditures \$ 11,490,470.

Reserve * \$ 12,215,174.

* \$2,400,000 Not Deducted for
Swimming Pool – Note Payable

12.2
2.4

9.8

Budget Year 2002

Revenue \$10,656,593.

Expenditures \$ 14,653,193.

Reserve * \$ 8,218,574.

* \$4,510,000 Not Deducted for Pool
& Nu-Maid – Note Payable

Budget Year 2003

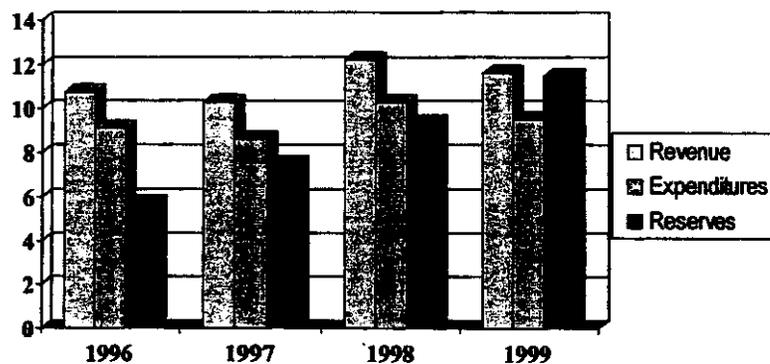
Revenue \$ 9,112,939.

Expenditures \$ 11,032,093.

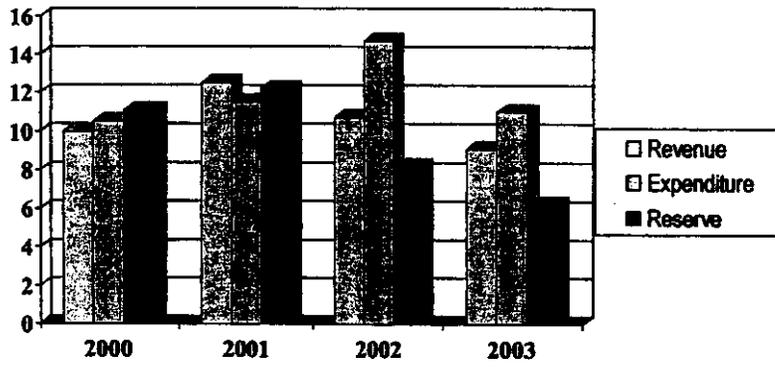
Reserve * \$ 6,299,421.

*** \$4,607,538 Not Deducted for
Pool, Nu-Maid & Street Sweeper-
Note Payable**

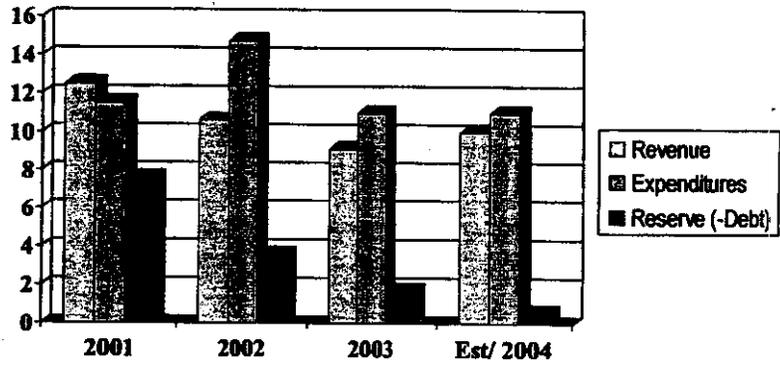
1996 - 1999



2000 - 2003



Cash Reserve (Less Debt)



6.3
4.6

1.7



St. Bernard Fire Department

5116 Vine Street
St. Bernard, Ohio 45217
(513) 242-9555

March 8, 2002
Mr. Thomas Kathman
Safety Director
City of St. Bernard
110 Washington Ave.
St. Bernard, Ohio 45217
RE: DTO 6-month report

Mr. Kathman:

As promised at the inception of the Deferred Time Off Policy (DTO), I am presenting the 6-month interval report.

The DTO program, from its start date of September 15, 2001 – to present, March 7, 2002 has produced the following results.

Overtime hours saved by members working all or part of their Kelly Day and Earning DTO. **517.25 hours**

This represents a savings to the City of St. Bernard of **\$19743.43**
Based on 517.25 hours X \$38.17(FF 7 OT rate)

Overtime hours created by members using DTO = additional Standby overtime due to a members absence **101 hours** **\$ 3855.17**
Based on 101 hours X \$38.17(FF OT rate)

Savings to the City of St. Bernard **\$15888.26**

As I stated at the inception, this policy is a WIN-WIN situation for both the City of St. Bernard and the employees of the St. Bernard Fire Department. Vacation selection for the first time in the past 5 years is almost complete.

Chief Steven Scherpenberg
St. Bernard Fire Department

Cc Honorable Mayor Barbara Siegel



St. Bernard Fire Department

5116 Vine Street
St. Bernard, Ohio 45217
(513) 242-9555

July 1, 2004

All Personnel

RE: Overtime

Do to lack of adequate funding by City Council, **NO** overtime is authorized for any function or reason. Mutual aid will be utilized for any functions beyond the St. Bernard Fire Department's capabilities.

All personnel shall utilize risk management SOP in all emergency and non-emergency incidents.

Chief Scherpenberg

A



St. Bernard Fire Department

STANDARD OPERATING PROCEDURES

Organization

Chapter: V- Personnel Policies and Procedures

Subject: Defered Time Off

Code: 1-V-26

Revised: 09/11/01

1. Deferred time off (DTO) can only be accrued by working all or 1 hr. blocks Kelly Day (FLSA Day). Member must work Kelly Day in whole hour increments.
2. DTO must be used in half hour increments.
3. DTO is calculated at a time and a half rate (8 hours worked = 12 hours DTO).
4. DTO may be accrued up to 360 hrs. so long as DTO plus comp time does not exceed 360 hours.
5. OIC must be notified of a members' intention to work his entire Kelly Day or any part thereof, as well as the specific hours he plans to work by 8:00 p.m. of the regularly scheduled tour prior to his Kelly Day. Failure to notify OIC of ones intent will mandate member to take Kelly Day off.
6. If a member has committed to work any or all of his Kelly Day, such member may change his commitment so long as no one has taken DTO during such hours.
7. DTO may only be requested from the OIC on duty. If two members ask for DTO at the same time seniority will be the determining factor.
8. A member may only request DTO if member has sufficient DTO currently on the books to cover requested time.
9. Member must maintain an amount of DTO equal to or greater than all currently scheduled DTO.
10. DTO is subtracted from the books when it is actually used, not when it is scheduled.
11. Once DTO has been scheduled and approved it may not be canceled.
12. Sick time cannot be used on a Kelly Day.
13. 24 hour DTO days may be selected at the conclusion of vacation and seniority day picks. Such 24 hour DTO days shall be selected one day at a time in order of seniority. When it becomes a members' turn to pick his DTO day, member shall have until his next regularly scheduled tour day to make selection. Failure to pick by said time will result in member being skipped.

- B
14. DTO is granted on a first come, first serve basis, after previously scheduled 24 hour DTO days have been selected as specified in rule #13.
 15. Vacation and XV days shall have priority over DTO. In order for a member to request DTO prior to the conclusion of all vacation and XV days being selected member must ask everyone with vacation or XV days left if they plan on taking day off. Member being asked is under no obligation to answer. In the event a member refuses to answer or elects to take a vacation or XV day, DTO shall not be granted. Once all members with picks left state they are not taking off, DTO may be scheduled so long as all other rules of this policy are followed.
 16. Any DTO of less than 24 hours may be reserved up to 15 calendar days prior to the day of scheduled usage (beginning at shift change time, 0755). Rule # 15 procedure as it pertains to Vacation and XV days will also apply to short-term DTO usage.
 17. A member may return from DTO as soon as ninety minutes prior to scheduled return if member chooses.
 18. All members must fill out proper forms to take DTO or to notify OIC of intent to work Kelly Day.
 19. A 24-hour DTO day may be selected even if O.T. would be required due to another member attending regularly scheduled classes.
 20. If overtime would be caused at the time of scheduling DTO, it shall be considered an unreasonable burden to the Fire Department. DTO may only be scheduled if overtime would not be created, except as stated in rule #19.
 21. O.T. compensation shall not be accrued while on DTO, unless all other members are unavailable for duty and minimum manning levels or an emergency requires a member to report for duty while on DTO.
 22. DTO may not be scheduled on another member's birthday if DTO and members' election to take his birthday off will create overtime.
 23. A response to a DTO request must be received within a "reasonable period". The term "reasonable period" shall be defined as 24 hours from the time of request provided the terms of the DTO policy are abided by.
 24. DTO may be denied under any of the terms of this policy in view of the fact that granting DTO against the terms of this policy would impose an unreasonable burden and unduly disrupt the Fire Departments ability to provide services of acceptable quality and quantity for the public during the time requested.
 25. The decision to work all or part of ones Kelly Day is completely voluntary.
 26. Members attending Department scheduled training on their KD shall receive DTO compensation.
 27. Any member may loose his privilege to take DTO or work his Kelly Day for abusing this policy at the discretion of the chief.
 28. If a member is not finished picking all of his vacation and XV days by April 1st, member shall lose all privileges of this policy.
 29. Members who take DTO during Holiday scheduled hours, will loose Holiday Pay for the hours taken off from work.
 28. Comp time earned prior to December 16, 1999 will be treated as DTO.
 29. The Chief of the Fire Department shall be the administrator of the DTO policy.



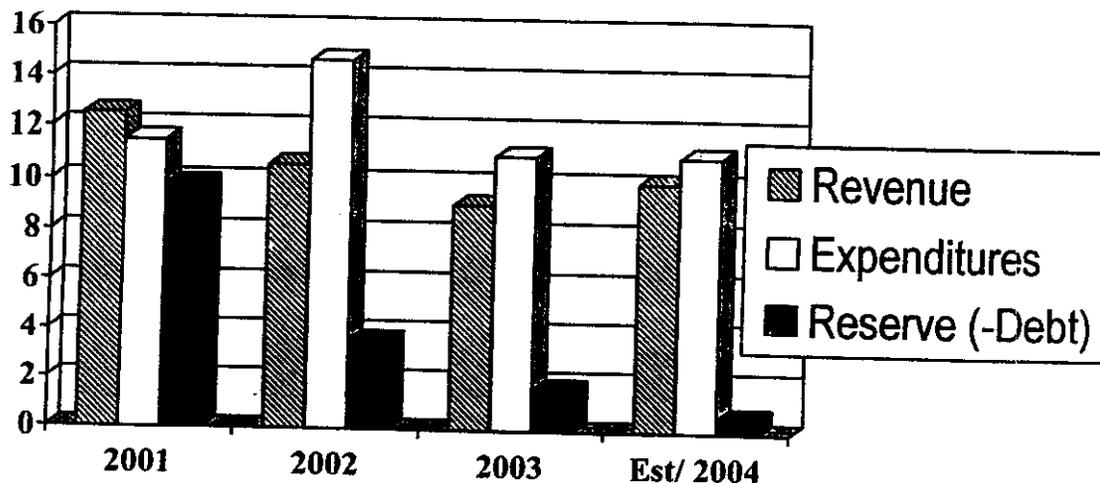
City of St. Bernard

March 24, 2004

Dear Citizen,

It is my duty to make decisions that are beneficial to every resident in our community. This letter is being written to make you aware of our budgetary situation and to share the results of several cost studies we have completed.

Our primary goal is to provide quality services in a cost efficient manner. Unfortunately, our spendable cash reserves have dwindled to less than \$2 million dollars. Our level of expenditures for 2004 will be \$1 million over expected revenue and we are working desperately to optimize dollars spent versus services provided. We must turn the City of St. Bernard in a new direction if we are to foster an environment of renewal and growth.



The current administration has taken several steps thus far to improve our financial situation that could save or generate revenue of over \$200,000 throughout the course of the 2004 budget year.

- **EMS User Fee** - "soft billing" estimated revenue of over \$200,000 annually, to commence May 2004.
- **Development** - Interest in Nu-Maid property has long-term development potential, however, this will have minimal short-term fiscal impact.
- **Elimination of Street Commissioner's Position** - This position represented a significant duplication of service provided by the Service Director, and Service Department Foreman, and therefore could be eliminated.
- **Elimination of one hourly Service Department Position** - This position was eliminated through attrition without impact to the level of service provided to citizens.

- **Discontinuation of Tennis Lane Wading Pool** - The Tennis Lane pool is sorely in need of repairs that could cost taxpayers as much as \$35,000. Operational costs and personnel to operate two wading pools represent \$11,674 based on the 2003 wage scale. Our new Vine Street pool and water park activities are available to all residents and are free to children under seven when accompanied and supervised by an adult.

In addition, we have reviewed the cost of other services the city provides to residents. We believe it is important to share those results with you too.

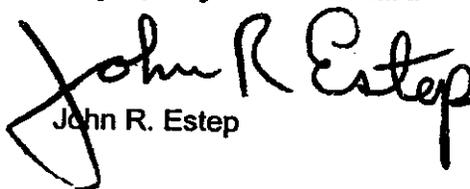
- **First Class Service Provided by Police, Fire and the Service Departments** - In 2003 St. Bernard paid over \$500,000 in overtime to help provide these services. The administration and these departments must work cooperatively in an effort to continue these services in a cost effective manner without the use of excessive overtime.
- **Cost to Operate Dial-A-Ride** - Operational cost of Dial-A-Ride was \$264,827 for the 2003 budget year. The revenue generated in 2003 was \$23,542.
- **Cost to Provide Weekend Trash Pick-up** - During the 2003 budget year we spent \$11,815 in overtime dollars for weekend trash pickup to serve twelve business and our city parks. We are currently looking at ways to decrease this overtime and to efficiently service these needs during our regular work week.
- **Cost to Maintain Halls** - Fifty-six of eighty man-hours are used each week to maintain halls. The balance of twenty-four hours is spent maintaining other areas in City Hall. Not including supplies, this brings the cost of hall maintenance for St. Bernard residents to approximately \$87,000 annually, or \$98 per booking for 887 hall reservations.

It is important to note that we are not alone in our financial struggle. Norwood has a budget deficit of \$3.5 million and Mount Healthy has begun to lay off some of its city workers. Our financial dilemma did not transpire overnight; it is, in fact, an inherited situation, but a situation we must face head-on. This is why I am calling on each and every citizen to participate by talking to your council representative or any member of the administrative team. Also, we welcome your attendance at City Council meetings which take place on the first and third Thursday of each week.

We appreciate your support and encourage your comments. We want to hear your concerns and suggestions. We are faced with difficult decisions, but together we can revitalize the City of St. Bernard!

Sincerely,

Mayor, City of St. Bernard


John R. Estep

JRE: gjm

Springdale Professional Fire Fighters Fact Finding Summary

Wage Comparables (2003)

Department	FF Hrly	FF Top	FF Para Hrly	FF Para Top	Lt. Hrly	Lt. Top	Capt. Hourly	Capt. Top	Memo	2001	2002	2003	2004
Blue Ash	\$ 17.96	\$ 49,508.31	\$ 19.81	\$ 54,582.93	\$ 22.82	\$ 62,890.99	N/A	N/A		4.00%	4.25%	4.25%	
Cincinnati	\$ 21.33	\$ 53,239.00	\$ 23.11	\$ 57,676.00	\$ 22.91	\$ 57,182.00	\$ 28.57	\$ 66,331.00	time & 1/2 based on 40hr pay	3.00%	3.00%	5.00%	5.00%
Fairfield	N/A	N/A	\$ 18.88	\$ 53,015.04	\$ 19.88 (et. su)	\$ 55,823.04	\$ 22.05	\$ 61,916.40					
Forest Park	\$ 17.56	\$ 47,471.49	\$ 18.47	\$ 49,905.09	\$ 18.83	\$ 50,905.09	\$ 19.20	\$ 51,905.09					
Norwood	\$ 21.33	\$ 53,227.31	\$ 23.37	\$ 58,324.56	\$ 24.20	\$ 60,395.16	\$ 25.53	\$ 63,728.00	time & 1/2 based on 40hr pay	4.00%	6.00%	6.00%	
Springdale Fire	\$ 17.35	\$ 49,321.19	\$ 18.23	\$ 51,822.79	N/A	N/A	\$ 22.14	\$ 62,744.76					
Springdale Police	\$ 25.75	\$ 53,188.63											
Sharonville	\$ 20.05	\$ 56,300.40	\$ 21.30	\$ 59,810.40	N/A	N/A	N/A	N/A			5.00%	4.00%	4.00%
St. Bernard	\$ 20.73	\$ 56,049.18	\$ 22.02	\$ 59,549.18	\$ 21.51	\$ 58,155.09	\$ 22.68	\$ 61,327.58				3.25%	3.00%

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[Data Fire Fighter/ Paramedic

City	Hours Worked	Hourly Rate	Overtime
Average		\$20.26	
Reading	56	\$16.50	\$35.58
Green Twp	53	\$18.03	\$27.05
Maderia	56	\$17.28	\$25.92
Blue Ash	53	\$19.81	\$29.72
Colerain	53	\$20.72	\$31.08
Springdale	54	\$20.09	\$30.14
<u>St Bernard</u>	52 53	\$21.10 20.42	\$31.65 40.59
<u>Montgomery</u>	48	\$21.15	\$31.73
Chesler	48	\$21.96	\$32.94
Norwood	48	\$20.26	\$40.62

MITMD

NUMBERS
WRONG

FACT FINDER

City of St. Bernard
Cash Basis Detail of Revenue and Expenditures by Fund:

	2001		2002	
	Revenue	Expenditures	Revenue	Expenditures
General Fund	\$ 9,811,080	\$ 8,796,293	\$ 8,049,360	\$ 8,574,459
SCMR	\$ 178,561	\$ 304,675	\$ 193,704	\$ 242,092
Swim Pool	\$ -	\$ 67,971	\$ 28,072	\$ 194,610
Master Plan (Nu-Maid) (Railroad Ave.)	\$ 25	\$ 358,891	\$ 2,110,082 *	\$ 2,616,899
Capital Imp. (Bldg. Pool)	\$ 2,400,000 *	\$ 999,978	\$ -	\$ 1,762,303
Police Pension	\$ 53,026	\$ 59,376	\$ 57,894	\$ 57,897
Fire Pension	\$ 53,026	\$ 59,419	\$ 57,894	\$ 57,897
C-9 Trust	\$ -	\$ 28,676	\$ -	\$ 30,449
Drug Off. Fines	\$ 840	\$ 3,578	\$ 262	\$ 1,600
Crim. Act Forf.	\$ 160	\$ 8,761	\$ 665	\$ 2,933
D.A.R.E.	\$ 1,730	\$ 8,419	\$ 18,711	\$ 18,631
Bldg. Permit	\$ 2,617	\$ 2,617	\$ 1,520	\$ 1,520
Capital Proj. (Andalus Ct.)	\$ -	\$ 68,615	\$ -	\$ 69,522
Gen'l Bond Ret.	\$ -	\$ -	\$ -	\$ 64,320
Emp. Health	\$ 72,539	\$ 723,201	\$ 138,429	\$ 958,061
TOTALS	\$12,573,604	\$11,490,470	\$10,656,593	\$14,653,193

* Loan Proceeds

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	2003		2004	
	Revenue	Expenditures	11-30 Revenue	11-30 Expenditures
General Fund	\$ 8,713,211	\$ 8,904,246	\$ 7,530,892	\$ 7,574,880
SCMR	\$ 201,391	\$ 346,925	\$ 195,629	\$ 165,540
Swim Pool	\$ 21,342	\$ 162,667	\$ 22,157	\$ 154,172
Master Plan (Nu-Maid) (Railroad Ave.) (Washington Ave)	\$ 25	\$ 426,395	\$ -	\$ 655,451
Capital Imp. (Bldg. Pool)	\$ -	\$ -	\$ -	\$ 245,683
Police Pension	\$ 54,643	\$ 54,835	\$ 28,513	\$ 12,811
Fire Pension	\$ 54,643	\$ 54,835	\$ 28,513	\$ 12,811
C-9 Trust	\$ -	\$ 6,776	\$ -	\$ -
Drug Off. Fines	\$ 130	\$ 5,700	\$ 1,979	\$ 2,818
Crim. Act Forf.	\$ 507	\$ 1,101	\$ 2,170	\$ 2,088
D.A.R.E.	\$ 45,688	\$ 26,711	\$ 22,340	\$ 20,868
Bldg. Permit	\$ 367	\$ 367	\$ 457	\$ 293
Capital Proj. (Andalus Ct.)	\$ -	\$ 3,075	\$ -	\$ 1,538
Gen'l Bond Ret.	\$ 418	\$ 101,843	\$ -	\$ 247,043
Emp. Health	\$ 20,574	\$ 936,617	\$ 63,462	\$ 1,178,194
TOTALS	\$ 9,112,939	\$11,032,093	\$ 7,896,112	\$ 10,274,190

minus
←

minus

Fire Dept.	Employee Name	Eligible Sick Leave Balance in Hours
		as of 10/31/04
1	B	2728.57
2	B	2891.79
3	B	1730.53
4	B	2691.22
5	D	3404.46
6	D	3428.08
7	D	674.87
8	G	1181.37
9	G	1278.81
10	G	394.5
11	H	5001.48
12	H	670.84
13	H	705.25
14	H	3453.28
15	K	3812.93
16	Li	2572.51
17	M	2006.41
18	M	846.03
19	M	3800.09
20	Pe	4423.62
21	Sc	308.25
22	Sc	4154.09
23	Sc	4496.47
24	Sc	1659.05
25	Si	455
26	St	1577.01
27	Te	3155.04
28	W	as of 7/31/02
29	Y	702.25
Total		65856.3

Eligible Vacation in Hours	Eligible Vacation in Tours	
beg. 1/1/05	beg. 1/1/05	
192	8	
192	8	
192	8	
240	10	
192	8	
240	10	
168	7	
168	7	
168	7	
120	5	
240	10	
168	7	
144	6	
192	8	
240	10	
192	8	
168	7	
264	11	
264	11	
120	5	
200	25	8 hr.days
264	11	
168	7	
144	6	
192	8	
240	10	
192	8	as of 7/31/02
144	6	
5600		

