

BACKGROUND

The Fact-Finding involves the City of Lorain, (hereafter referred to as the “Employer”) and the International Association of Fire Fighters, Local 267, (hereafter referred to as the “Union”). The Union’s bargaining unit is comprised of approximately 82 full-time fire fighters. This Bargaining Unit consist of Assistant Chief, Captain, Lieutenant, Repairman and Firefighter in accordance with SERB rules. The State Employment Relations Board duly appointed Marc A. Winters as Fact-Finder in this matter.

The parties began negotiating a successor collective bargaining agreement in August 2005. The parties met on a couple of occasions and were unable to reach an Agreement. Impasse was declared and the parties proceeded to Fact-Finding.

The Fact-Finding Hearing was conducted on Thursday, November 3, and Friday, November 4, 2005, in the City’s Offices, Lorain, Ohio. The Fact-Finding Hearing began around 9:00 A. M., and was adjourned at approximately 4:00 P. M., on November 3, 2005, and continued on Friday, November 4, 2005, beginning around 9:00 A.M. and adjourned at approximately 7:30 P.M. At the beginning of the Fact-Finding Hearing mediation was offered and an attempt was made to mediate the remaining issues. Mediation was attempted for the entire session on Thursday, November 3, 2005.

Although the mediation, at face value, was unsuccessful, it gave the Fact-Finder a thorough understanding of each parties respective position on the issues at hand. Because of the understandings as a result of the mediation, the parties, were able to be brief and were able to get straight to the point on many of the issues.

The Fact-Finder would like to convey his appreciation not only for the courtesy and cooperation given to the Fact-Finder by both parties, but to each other as well.

This Fact-Finder’s only concern is the enormous mistrust that is occurring between the parties. At best guess, the parties will end up in Conciliation no matter what this Fact-Finder writes in this report. Unfortunately, none of the outstanding issues gives leave for any type of labor/management cooperative measures for this Fact-Finder to recommend. There are, however, two issues, that will be discussed in this Report, that will hopefully give a start to a more meaningful dialogue and cooperation between the parties. The parties have yet to learn that they are both two sides of the same coin, without each other they are essentially worthless.

The Hearing was conducted in accordance with the Ohio Public Employee Bargaining Statue set forth in rule 4117. Rule 4117-9-05 sets forth the criteria the Fact-Finder is to consider in making recommendations. The criteria are:

1. Past collectively bargained agreements, if any.

2. Comparisons 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, given consideration to factors peculiar to the area and classification involved.
3. The interest and welfare of the public, and the ability of the public employer to finance and administer the issue proposed and the effect of the adjustments on the normal standards of public service.
4. The lawful authority of the public employer.
5. Any stipulations of the parties.
6. Such other factors, not confined to those listed above which are normally or traditionally taken into consideration in the determining of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or private employment.

The following issues were considered at the Fact-Finding Hearing on November 3rd & 4th, 2005:

1. Article 8 - Safety Panels.
2. Article 10 - Discipline/Corrective Action.
3. Article 14 - Hours of Work And Overtime Compensation.
4. Article 21 - Longevity.
5. Article 23 - Vacation Separation Bank.
6. Article 24 - Holidays.
7. Article 25 - Insurance Coverage/Dental.
8. Article 30 - Wages.
9. Article 32 - Past Practices.
10. Article 37 - Duration.
11. Article 49 - Fitness.
12. Article 52 - Health Cost Reduction Program
13. Article 53 - Minimum Staffing.
14. Article 54 - Voluntary Fitness Training.
15. EMT/Incident Command Training Bonus.

INTRODUCTION

The primary differences between the parties lies with the economic issues. The major difference in the ways the parties presented their issues, at the Hearing, centers on each parties perspective on whether internal or external parity should take precedence and what ability, if any, does the

City have to fund the Union's proposals.

The City of Lorain, with a population in excess of 68,000, is situated in Lorain County and is in the Cleveland metropolitan area. As with other Ohio communities, whose tax base was the manufacturing sector that either closed plants and/or moved to other areas of the Country, unemployment has grown very steadily. In 2002, according to the US Department of Labor, Lorain's unemployment rate was about 10.2%. Subsequently, the City's financial situation became bleak.

The City of Lorain has had a cash deficit in the General Fund in each year of the last four years, reaching \$2.7 million in 2004.

The City of Lorain was declared and still remains in a state of Fiscal Watch declared by the Auditor of the State in 2002. In 2004, the City's largest employer, Ford Motor Company, announced that it would close the Lorain Assembly Plant in mid 2005. That now appears to be early 2006. The Income tax withheld and paid to the City from the Ford employees alone represent nearly 10% of the entire General Fund revenues.

A 1/4 of 1% increase in city income tax levy was passed on February 8, 2005. The increase is for a five year period and is projected to generate \$2.4 million per year. However, that amount will, at best, replace the income tax revenues lost from the Ford Plant Closing.

Faced with a doom and gloom financial picture, the City has taken measures to control its operating costs. The City has reduced it employees through layoffs, Wage freezes occurred by various bargaining units including the Firefighters. The City has instituted, with it's largest bargaining unit, the Steel Workers, a smaller unit, OPBA and the non unit employees a new health care plan that involves cost sharing with monthly premium payments. In addition, Lorain, after instituting audit recommendations, increased it's income tax collection to the amount of \$90,000. And a settlement concerning the County on the City's share of the local Government Fund should net the City about a million more per year.

The City wants to avoid having it's budget slide any further in deficit, while the Firefighter's Union believes the City can afford modest contract increases.

The differences in these negotiations, with regards to internal parity, is what amount of weight, if any, should the negotiations by other City bargaining units have on the Firefighters bargaining unit.

The City has an agreement on health insurance coverage, for which they are proposing here, with approximately 60% of the workforce, which includes the largest bargaining unit of the City and all the non unit employees, including City management. One other bargaining unit remains in the Fact-Finding process over the same health insurance coverage issue. The Employer argues that such agreements with the larger bargaining unit and the non unit employees should become, in

essence, a pattern agreement with the City's other bargaining units on health insurance coverage since it covers the overwhelming majority of employees. The Employer continues to argue that this Fact-Finder should accept the City's health insurance proposal on this impasse issue based solely on such internal parity to further help reduce the cost of the City. Naturally, the Union would disagree with such logic. In fact, the Firefighters Union has offered various plan concepts during this negotiations.

As a general rule of labor, the duty to bargain does not cease when the City signs an agreement with one of its bargaining units. However, should a bargaining unit wish to break such a pattern it must present convincing arguments and evidence.

Pattern agreements can limit what another bargaining unit may ultimately accept, however, such pattern agreements cannot force another union to totally accept the same contract negotiated by another bargaining unit. Nor can a pattern agreement be the only consideration.

The old adage in bargaining is that the tail won't wag the dog. Meaning a smaller unit will not change the pattern established by a larger unit or several units who comprise the majority of the employees who already concluded their negotiations. This is especially true on benefit items that usually treat all employees of the Employer the same regardless of which bargaining unit they are in or if they are even in a bargaining unit. And as general rule, a Fact-Finder cannot recommend that any Employer with multiple bargaining units have a very different collective bargaining agreement with regards to Employer wide benefits.

In this case the Firefighters's Union cannot be held hostage to an agreement they did not negotiate or agree to. In accordance with the Ohio Revised Code 4117, each and every bargaining unit must attempt to negotiate an agreement that meets the needs of that particular bargaining unit. However, as stated above, to break a so called pattern a union must present very convincing arguments and evidence.

The testimony given and the evidence presented, taking into consideration the Ohio Rule 4117 criteria, along with the discussion above concerning internal parity and the City's finances, will be the basis of the following recommendations.

ISSUE # 1 ARTICLE 8 - SAFETY PANELS

EMPLOYER POSITION:

In an attempt to save money, the City would eliminate the fourth firefighter on the pumper based at the Central Fire Station by eliminating Section 3 of Article 8. The City claims that for one year, for all three shifts, the savings would be approximately \$500,000.

UNION POSITION:

Citing safety concerns for the residents of the City and arguing that the manning is already at the minimum that can be tolerated and still run an efficient department, the Union opposes such a change.

FINDING OF FACT:

Considering the Introduction portion in this report the City needs to cut expenditures wherever possible. However, when the safety of the City and the safety of the firefighters is involved balanced with the needs of operational requirements of the Department is it financially prudent to make such a cut?

Based on the evidence presented and the testimony given, including that of the Fire Chief, a member of management, who's opinion is that such a cut would adversely impact the department, to eliminate the fourth man on the pumper at the Central Fire Station would not be in the best interest of the parties at this time.

My recommendation is therefore to the keep the current language.

ISSUE # 2 ARTICLE 10, SECTION 8 - DISCIPLINE/CORRECTIVE ACTION

EMPLOYER POSITION:

The Employer would amend Article 10, Section 8, by changing the expungement requirements to remove discipline from an employees file by changing the 2 year period to no less than 5 years and tying the permanent removal based on the Ohio Public Records Act.

UNION POSITION:

The Union opposes such a change citing that the new lines are excessive.

FINDING OF FACT:

As mentioned in my opening there are two issues that will hopefully give a start to a more meaningful dialogue and cooperation between the parties. This is one of those issues. The testimony of the Fire Chief and the Union President was that they were very confident that they could work this issue out between them in discussing local issues within 30 days after this Report is issued.

Therefore my recommendation is to let the Union President and the Fire Chief attempt to resolve this issue themselves. This Fact-Finder will retain jurisdiction over this issue for a period of 30 days in case the parties fail. My hopes are that they will succeed.

ISSUE # 3 ARTICLE 14 - HOURS OF WORK AND OVERTIME COMPENSATION

EMPLOYER POSITION:

The Employer would amend Article 14 - by changing Section 1 to amend all references to nineteen (19) day work cycle to be replaced by a twenty-eight (28) day work cycle in order to conform to FLSA standards; - by changing Section 3 to eliminate provisions that paid sick leave, paid vacation, paid holiday, and any other approved leave is considered time worked and by eliminating two (2) hour and three (3) hour shift differential computation and by amending all reference to nineteen (19) day work cycle to be replaced by a twenty-eight (28) day work cycle in order to conform to FLSA standards and by amending hours of work from one-hundred forty-four (144) to two-hundred twelve (212) hours in order to conform to FLSA standards; and applying all amendments to references in Section 3 and Section 5 (compensatory time).

The Employer is trying to have it's bargaining unit conform to the FLSA standards while attempting to cut cost.

UNION POSITION:

The Union strongly objects to these cost cutting measures as unnecessary and warns that this proposal would have an impact on filling overtime.

FINDING OF FACT:

Based on the testimony given and the evidence presented, there was not a clear and convincing reason, other than trying to cut cost, for implementing this proposed change at this time. As will be discussed in more detail under wages, the Employer needs to find alternative ways of balancing their budget other than attempting to take it from this bargaining unit on proposals such as this. For these employees to loose their shift differential represents a major decrease in wages.

Therefore my recommendation is status quo.

ISSUE # 4 ARTICLE 21 - LONGEVITY

UNION POSITION:

The Union seeks changes and increases in their longevity schedule. Citing their overall wages in comparison to the other 11 external comprables used, the Firefighters lag way behind.

EMPLOYER POSITION:

The Employer rejects the Union's proposal as too costly for the City at this time.

FINDING OF FACT:

The Firefighters current longevity pay, puts them about fourth out of the 12 comparables used when comparing just longevity. Balanced with the City's present financial condition and recognizing the entire wage package, the Lorain Firefighters are not substandard in the area of longevity.

Therefore my recommendation is for status quo.

ISSUE # 5 ARTICLE 23 - VACATION SEPARATION BANK

EMPLOYER POSITION:

The Employer would amend Section 4 of Article 23, by striking the last sentence and replacing it with language which would give the Fire Chief more control over abuses that occur under this section.

UNION POSITION:

The Union agrees conceptually with the proposal, however, opposes it as written.

FINDING OF FACT:

As mentioned in my opening there are two issues that will hopefully give a start to a more meaningful dialogue and cooperation between the parties. This is the second one of those issues. The testimony of the Fire Chief and the Union President was that they were very confident that they could work this issue out between them in discussing local issues within 30 days after this Report is issued.

Therefore, my recommendation is to let the Union President and the Fire Chief attempt to resolve this issue themselves. Once again, this Fact-Finder will retain jurisdiction over this issue for a period of 30 days in case the parties fail. My hopes are that they will succeed on resolving both issues.

ISSUE # 6 - ARTICLE 24 - HOLIDAYS

UNION POSITION:

The Union proposes two changes to Article 24. First, they wish to change Section 2B to increase the amount of holiday pay they may buy back from 72 hours to 96 hours. Second, they would change the language in Section 3 to increase the pay for working on Easter Sunday, Fourth of July, Thanksgiving Day, Christmas Eve Day, Christmas Day by time and one-half and if working overtime on any of the above holidays, two times their regular pay.

The above changes are requested to keep the Firefighter comparable to other like jurisdiction and to help increase their income. In regards to the buy back proposal the Union believes that such a change would lower the overall overtime cost.

EMPLOYER POSITION:

Under the current financial crisis, the City opposes both proposals as too costly.

FINDING OF FACT:

This Fact-Finder sympathizes with the Firefighters in regards to the increased payments for working holidays. In fact, this Fact-Finder believes they deserve it for the work that they do and in comparison with the pay they receive based on the other external comparable fire companies. However, due to the City's dire financial condition, this is not the proper time to make such a costly change. The increase in the buy back holiday pay is a little different. It is an area that the City can increase and do something extra, at this time, for its firefighters, at a somewhat smaller cost than other proposals presented.

Based on the testimony given and evidence presented my recommendation is for status quo on any changes in Section 3. However, Section 2 B will be changed to increase the holiday buy back from 72 hours to 96 hours.

ISSUE # 7 ARTICLE 25 - INSURANCE COVERAGE/DENTAL

EMPLOYER POSITION:

The City citing a need to control its health care cost is offering a new plan which has already been accepted by the Steel Workers and the OPBA and put in to place for all non-bargaining unit employees including management and elected officials. The new plan includes cost sharing.

The City rejects the Union proposal for dental. The Employer is trying to delete the dental program from the FOP contract to keep everyone the same with respect to health benefits

UNION POSITION:

The Union's position is that their current plan should be maintained even if they have to pay for it through cost sharing. In addition, they should be entitled to a dental plan to keep them comparable to the City's Police bargaining unit.

FINDING OF FACT:

The health care costs have adversely and directly contributed to the dire financial straits of the City. It is imperative that the City get some relief in the form of cost sharing and/or plan changes

for group health insurance. Such changes would enable the City to significantly reduce the General Fund deficit and allow the City to properly fund its health care reserves.

The evidence presented shows how bitter the real world is to small groups of employees who participate in group health plans. The Employer has to control skyrocketing health care cost or risk not making budget or in some drastic cases actually going out of business. The employees, on the other hand, always have an interest in improving or at least maintaining their current plan by trying to minimize their burden with respect to monthly premiums.

Fact-Finder's normally do not get overwhelmed by the voluminous budgetary data and evidence presented. Although, this Fact-Finder spent the best part of a day deciphering the information. The Advocates ability to pay arguments and internal and external comparables normally have the greater impact on a Fact-Finder's decision.

In looking at the City's budget and taking into consideration the entire financial picture it would be preposterous to suggest that the bargaining unit not help defray the cost of the health insurance premiums.

After analyzing the City's budgetary information and considering the testimony and evidence presented, and taking into consideration this Fact-Finder's position on pattern bargaining to help out a financially strapped City, as stated in the Introduction portion of this Report, this Fact-Finder recommends the City's new health care plan.

Since the City is so desperately trying to reduce cost and are trying to delete the dental program from the FOP contract, now is not the time to add dental to this bargaining unit. It would be counter productive.

This Fact-Finder's recommendation is that this bargaining unit accept the same health insurance plan as the Steel Workers. The premium co-pays will be capped at \$20 per month for single coverage and \$40 per month for family coverage. However, in order to prepare this bargaining unit for such a drastic change, the premium co-pays will be deferred until July 1, 2006.

ISSUE # 8 ARTICLE 30 - WAGES

EMPLOYER POSITION:

The City proposes for calendar year 2006 to maintain the current base rate. The City maintains that their current financial position along with the announced closure of the Ford Plant precludes any wage increase for 2006

UNION POSITION:

The Union is requesting a raise effective January 1 for each of the next three years in the amount of 4.5% each year.

The Union argues past bargaining history to support its wage proposal. Since 2002, this bargaining unit has taken three pay freezes and a 3.5% increase in 2003.

The Union further argues that they have fallen behind the cost of living. They further argue that the wage comparables support their position. Out of the 12 comparables Lorain Firefighters finish 11th.

The Union disputes the City's claim that they do not have the financial resources to pay for a raise.

FINDING OF FACT:

In rendering a recommendation for this Report, this Fact-Finder has taken into consideration all the evidence which shows that the City has definite financial concerns that run very deep as outlined in the Introduction portion of this Report.

However, to retain a competent Fire Department, the City must pay at least the going rate. They can no longer continue to take care of their revenue problems by failing to take care of their employees.

As the Union points out, the City failed to take advantage of at least 2 million in additional revenue by failing to change the Reciprocity Tax agreement with neighboring communities. It may not have been the most popular decision the City has ever made, but it would help to provide the necessary service to the City's tax payers by helping to fund essential services like the firefighters pay and benefits

This Fact-Finder is recommending a pay raise for a one year agreement. It is in an amount that the City should have no problem funding.

This Fact-Finder believes that the City's firefighters deserve a little more to keep them in the ball park with like communities firefighters and believes the increase should be guaranteed over a two or three year contract. However, based on the City's economy today it can not be done.

The bleak financial picture should improve over the course of the next year. As mentioned earlier in this report the City is receiving a larger portion of the Local Government Fund. Revenue from increased tax collection is about \$90,000. There is a health levy this year. If it passes it would free up \$500,000. At the same time there is a Super Wal-Mart levy if passed would add another 2 million dollars in tax revenue. Finally, if the Lighthouse Village project is approved it would increase the annual City payroll taxes by another \$300,000 not to mention other revenues in real estate taxes, etc., that come along with this type of development.

It is for the above reasons that this Fact-Finder agrees to recommend a one year agreement with a modest one year wage increase. It is this Fact-Finder's opinion that the parties will be in a better position in one year to negotiate a more fairer contract in terms of wage related issues. It would be prudent for the Firefighters to take a wait and see position.

My recommendation for a wage increase is: Effective January 1, 2006, a 3.5% wage increase.

ISSUE # 9 ARTICLE 32 - PAST PRACTICES

EMPLOYER POSITION:

The City proposes to eliminate the past practice article of this Agreement and add a Total Agreement clause to the language.

The city argues that past practice claims have resulted in alleged controversy, pending unfair labor practice charges and uncertainty.

UNION POSITION:

The Union opposes the proposal as unnecessary since there has not been any problems with the current language.

FINDING OF FACT:

Testimony was that there has been no problems with this bargaining unit with regards to past practice issues surfacing and resulting into grievances or ULP charges. Absent in the testimony was any examples of the problems the City was having. This Fact-Finder finds no compelling reason to make such a change at this time.

My recommendation, once again, is for status quo.

ISSUE # 10 ARTICLE 37 - DURATION

EMPLOYER POSITION:

The City is requesting a one year Agreement to expire December 31, 2006. The city contends it is important to maintain a contract term on the same expiration date with the other three City bargaining units.

UNION POSITION:

The Union opposes the City's position and request a three year Agreement. The Union's reasoning is that after being under three single years of a type of extension, they need a longer

term to have a period of labor peace. It is much to costly to have to negotiate every year.

FINDING OF FACT:

While this Fact-Finder, once again, can sympathizes with the Union on having a longer term Collective Bargaining Agreement, this Fact-Finder believes it is not in either the Employer's or the Union's best interest. Considering the discussions in the Introduction and Wages sections of this Report, the events that may happen within the next year may prove to be both educational and more prosperous to the City and their bargaining units.

The City's attempt to have all their bargaining units arrive at the same expiration date for their respective Agreements is not without merit. First, it helps in budgeting for the contracts. Second, it makes it easier to mange and be more cost effective in respect to City wide benefits.

In addition as mentioned above in the Wages section of this Report, the Union may be in a much better position, one year from now, to negotiate higher wage related items for which there very much deserve. This Fact-Finder wishes not to strap this Union with lower wage related items for a three year contract at this point when they may do much better a year from now.

Therefore, my recommendation is that the duration for this Agreement be effective January 1, 2006, and remain in full force until December 31, 2006

ISSUE # 11 ARTICLE 49 - FITNESS

UNION POSITION:

The Union is proposing to maintain Sections 1 and 2 of Article 49 for the term of this Agreement. Sections 1 and 2 provide that the City provide \$10,000 dollars annually for the purchase and maintenance of fitness equipment. Citing fitness is a part of being safe and such reduces work place injuries.

EMPLOYER POSITION:

The City contends that each station is adequately equipped with exercise and work-out equipment and space for the physical fitness activity. Financially, the City can not afford this proposal now.

FINDING OF FACT:

Based on the testimony given and the evidence presented and the current state of the City's financial condition, this Fact-Finder agrees that this item is too costly for this go around. However, the City should be able handle the upkeep and maintenance on all current equipment.

Therefore, my recommendation is that the City must maintain the existing equipment, but for this Agreement does not have to provide the \$10,000.00 as in the previous contract.

ISSUE # 12 ARTICLE 52 - HEALTH COST REDUCTION PROGRAM

UNION POSITION:

The Union is proposing a Health Care Reduction Program which is a mandatory fitness/wellness program. In their proposal the Union request that each bargaining unit member shall receive a bonus of \$1,000.00 for their participation in the program each year.

The Union believes this type of fitness/wellness program would help defray the cost of the City's payments for health insurance coverage

EMPLOYER POSITION:

The City is opposed to the Union proposal as just too costly under their current financial climate. Estimated cost would be in excess of \$82,000 per year.

FINDING OF FACT:

This Fact-Finder commends the Firefighters for wanting to adopt such a program and to help reduce the City financial obligation to health care. However, and once again, based on the discussion in the Introduction and wage portions of this report, this Fact-Finder must agree with the City. Now is not the time for them to absorb this type of cost.

My recommendation is to deny this proposal for this Agreement

ISSUE # 13 ARTICLE 53 - MINIMUM STAFFING

UNION POSITION:

The Union is proposing no change to the minimum staffing levels established in Article 53. The Union cites safety reasons for the City residents and firefighters alike; and efficiency for the Department as the main reasons for keeping the current compliment.

EMPLOYER POSITION:

The City rejects the Union's proposal. First, the City lacks the funds to commit to a minimum manning. Second, the City wants the flexibility and discretion in assigning and directing their employees. Third, the City believes that the requirement of the Article 53 manning ends December 31, 2005.

FINDING OF FACT:

After much discussion concerning this issue, this Fact-Finder considered the following arguments prior to making a decision. 1. The testimony of the firefighters concerning the safety of the firefighters and the residents and businesses in Lorain. 2. The testimony of the Fire Chief who believes at that the current manning number is the minimum necessary for an effective and reliable force. 3. The industry standards that were testified to at the Hearing being 19 for this size of a fire department. Not to mention this Department is the busiest in the County and the second busiest out of the 12 comparables used.

The City's financial problem is exorbitant. However, how do you put a price on safety. It is a service the City residents and businesses need. City Council and their Mayor will have to come up with a way to maintain a safe and efficient Fire Department. For now that means that the minimum manning must stay at 19.

Therefore my recommendation is to make Article 53 a part of this new Collective Bargaining Agreement.

ISSUE # 14 - ARTICLE 54 - VOLUNTARY FITNESS TRAINING

UNION POSITION:

The Union is proposing to add a voluntary fitness testing to the Agreement whereby two times per year the bargaining unit can voluntarily take a fitness test and if they pass receive either 1 hour of pay or comp time per week.

Once again the Union is trying to promote fitness.

EMPLOYER POSITION:

The City rejects this proposal as to costly.

FINDING OF FACT:

This Fact-Finder again, commends the Firefighters for wanting to adopt such a program. However, and once again, based on the discussion in the Introduction and wage portions of this report, this Fact-Finder must agree with the City. Now is not the time for them to absorb this type of cost.

My recommendation is to deny this proposal for this Agreement

ISSUE # 15 EMT/INCIDENT COMMAND TRAINING BONUS

UNION POSITION:

The Union is proposing a bonus of \$500.00 per year for maintaining their EMT certification for eligible firefighters and for Captains and Assistant Chiefs for maintaining their incident command proficiency.

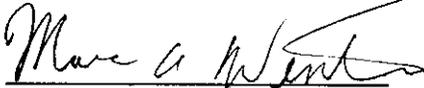
EMPLOYER POSITION:

The Employer rejects the Union's proposal due to lack of funds. The cost to the City would be an additional \$41,500.00 per year.

FINDING OF FACT:

This Fact-Finder again, commends the Firefighters for wanting to adopt such a program. However, and once again, based on the discussion in the Introduction and wage portions of this report, this Fact-Finder must agree with the City. Now is not the time for them to absorb this type of cost. This would be a great issue to pursue in the next round of contract negotiations.

My recommendation is to deny this proposal for this Agreement.



Marc A. Winters, Fact-Finder