

IN THE MATTER OF FACT-FINDING 2008 JUN 19 P 12:43
BETWEEN

CITY OF PARMA)
)
)
AND)
)
)
UNITED STEEL, PAPER & FORESTRY,)
RUBBER, MANUFACTURING, ALLIED)
INDUSTRIAL & SERVICE WORKERS)
INTERNATIONAL UNION (fka PACE)
INTERNATIONAL UNION) on behalf of)
its LOCAL I-7001 (fka 5-7001))

CASE NO. 06-MED-01-0051

FINDINGS
AND
RECOMMENDATIONS

JAMES M. MANCINI, FACT-FINDER

APPEARANCES:

FOR THE UNION

David M. Fusco, Esq.

FOR THE CITY

Richard T. Prasse, Esq.

SUBMISSION

This matter concerns fact-finding proceedings between the City of Parma (hereinafter referred to as the City) and the United Steelworkers, PACE International Union, Local 5-7001 (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding proceeding resulted in the parties submitting a joint statement of Agreed Matters in lieu of holding a hearing/mediation session.

The fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. Immediately prior to the hearing which was scheduled for June 3, 2008, the parties negotiated all terms of a new Collective Bargaining Agreement through March 31, 2009. The parties requested that this fact-finder adopt the tentative agreement reached.

The bargaining unit consists of approximately ninety-two fulltime employees which includes specified service and maintenance positions at the City under an agreement which expired March 31, 2006.

Therefore in accordance with the joint submission presented, fact-finder hereby incorporates and submits as his recommendations the attached Agreed Matters.

FACT-FINDING

AGREED MATTERS

1. Unless specifically modified herein, the terms and conditions of the prior agreement between the City and the Union remain in effect.
2. Unless specifically stated otherwise, the effective date of all changes is July 1, 2008.
3. Revise Subsection 14.2(b) by changing "5-7001" to "1-7001."
4. Revise Subsection 14.3(g) to read:

"Grievance preparation will be limited to non-working time, breaks and meal periods except to the extent that supervision allows the grievant and union representative to meet during down times such as pre-departure or upon return from assigned tasks."
5. Revise Steps 2 and 3 of the grievance procedure in Subsection 14.4(b) to read:

Step 2: If the employee is not satisfied by Step 1 for any reason, the grievance shall be reduced to writing by the grievant and/or the Union representative and presented as a grievance to the Director of Public Service or his designee within fifteen (15) calendar days of the occurrence of the facts giving rise to the grievance. The grievant and two members of the local Union Board may attend any Step 2 grievance meeting. The Director of Public Service shall give his answer in writing within five (5) days of the meeting.

Step 3: If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor, or his designee, shall convene a hearing within fifteen (15) calendar days of receipt of appeal. The hearing will be held with the grievant, an International Representative and two members of the local Union Board. The Mayor or his designee shall issue a written decision to the employee and his Union representative within fifteen (15) days from the date of the hearing. If the Union is not satisfied with the decision at Step 3, the Union may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

6. Revise Section 15.4 to read:

“The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by the City and the Union. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.”

7. Section 20.2(a) is revised to read: “By seniority, by classification in the department required to perform the job.”

8. Section 20.5(b) is revised to read: “Snow removal callouts shall be in the order provided in Section 20.2(a) through (d).”

9. The parties are keeping the work week scheduling set forth in Section 20.1. the Union recognizes that this Section does not conflict with the City’s current work week for calculating pay and overtime which begins Friday morning and ends Thursday night.

10. Revise Section 21.1 by deleting Subsection 21.1(b), renumbering (c)-(e) and adding new paragraph to read:

“At resignation, retirement, or upon death while employed by the City, payment shall be made for accumulated unpaid overtime and compensatory time.”

11. Revise Section 22.1 by deleting obsolete longevity schedule.

12. Revise Section 22.2, second sentence to read:

“If the 15th falls on a weekend or holiday or other day on which City Hall is closed, the payment will be made the next working day.”

13. Revise Section 23.1 to read:

“Clothing allowances of Seven Hundred Thirty Dollars (\$730.00) shall be paid to each employee covered by this Agreement, the check to be issued on or before April 15 of each year, effective calendar year 2006. The employee will be required to wear uniform shirts, pants/shorts and shoes which should be leased or purchased by the employee.”

14. Revise Section 24.1 to read:

“On or before April 15 of each year, beginning calendar 2006, the City shall provide each Automotive Mechanic I, Automotive Mechanic II, Body Repairman-Painter I and Body Repairman-Painter II with an Eight Hundred Twenty Dollar (\$820.00) tool allowance.”

15. Delete Section 24.2.

16. Revise Section 26.1 to read:

“The City of Parma shall make available health insurance coverage for each full-time employee who elects coverage, whether single or family. The coverage provided beginning January 1, 2008 will be as set forth in Appendices A, A-1 and A-2, subject to the provisions of Section 26.3.

17. Revise Section 26.5 to read:

“Any employee who retires after March 31, 2006, is not eligible for any City-funded health insurance coverage after retirement.”

18. Revise Section 27.6 to read:

“The following members of the Local Union Executive Board will have super-seniority rights for lay-off purposes: President, Vice President, Financial Secretary, Recording Secretary, and Treasurer.”

19. Revise Section 29.1 to read:

“Whenever an employee covered by this Agreement is injured in the course of his or her employment, which injury causes the employee to be disabled from his duties, a claim stating all facts and circumstances shall be filed with the Service Director for payment of wages by the City, not from accumulated sick leave, but from regular payroll. The Director shall review the application and shall rule as to whether the injury occurred during the employment through the negligence of some third party and without the contributory negligence of the employee. If he so finds, the Director shall order salary payment from the regular payroll account upon presentation of proof of disability from the employee’s treating physician.”

20. Revise Section 29.2 to read:

“In order for such an injury to be compensable under this Section, the incident of injury must be reported in writing to a supervisor as soon as possible but no later than twenty-four (24) hours after the incident causing the injury even if the injury itself does not immediately develop or appear serious. Should the employee not be at work, the initial report shall be made to the on-call supervisor and/or dispatcher within twenty-four (24) hours of the incident causing the injury with a written report to follow as soon as possible. The benefits shall commence upon the seventh day from the start of such period of disability and shall continue for a period of six months from that date if the injury occurred through the negligence of some third party and without the contributing negligence of the employee. Otherwise, the benefits shall commence after twenty days from the start of the disability.”

21. Revise Section 30.1 to read:

“When the Director of Public Service deems it necessary to call, or assign, any hourly paid employee covered by this Agreement to work a second shift, such employee shall

receive as additional compensation for all such hours worked, thirty-five cents (\$0.35) per hour (\$0.40 effective 1/1/08). When the Director of Public Service deems it necessary to call, or assign, any such employee to the third shift, such employee shall receive as additional compensation, forty-five cents (\$0.45) per hour (\$0.50 effective 1/1/08) for all such hours worked. Laborers assigned to the second or third shift shall receive an additional differential of twenty-five cents (\$0.25) per hour provided that the laborer is not assigned to a higher classification.”

22. Revise Section 31.1 to read:

“The rates of hourly compensation for employees covered by this Agreement shall be as set forth in Appendix B, reflecting a 3% increase for 2006, a 3% increase for 2007, and a 2% increase for 2008.”

23. Revise Section 31.2 to read:

“In order to incent employees to hold a Class A CDL, the City will pay a special license add-on of \$0.35 per hour for all hours worked to those who have voluntarily maintained a Class A CDL as of December 22, 2003 and to those approved for the add-on in the future, with mechanics eligible effective January 1, 2007. The number who may be approved for the add-on at any time in the future is at the sole discretion of the City. An employee who receives the add-on must agree to maintain the Class A CDL for two years from receipt of any add-on fee.”

24. Revise Section 32.4 to read:

“The transfer of an employee to fill a temporary opening shall be limited to no more than 90 days unless the opening is caused by absence of an employee on leave longer than 90 days. In addition, the City may transfer employees for job training opportunities as provided in Article 35.”

25. Revise Section 34.3 by:

Changing the second sentence of the second paragraph to read:

“The Union committee will be scheduled to meet once with every two months with the Service Director for an hour on working time to review pending issues.”

Changing “5-7001” to “1-7001” in the third paragraph.

Adding new paragraph to read:

“A non-employee representative of the Union may enter the premises of an operation of the City between the hours of eight o'clock (8:00) a.m. and five o'clock (5:00) p.m. Monday through Friday upon request and with the prior approval of the Mayor or his designee. The visitation will be strictly for the purpose of administration of the contract and shall not interfere with the work of any employee or the operations of the City.”

26. Revise Section 34.4 to read:

“Union Conference Leave:

Upon two (2) weeks advance written notice to the Service Director, temporary unpaid leaves of absence will be granted as reasonably requested to attend Union conventions or conferences subject to the prior approval of the Service Director based on the scheduling needs of the City.

Leaves with pay totaling up to 200 hours per year may be granted to attend safety or other training approved in advance by the Service Director with no more than two (2) employees on leave at a time. The employee(s) approved to attend will provide an oral briefing of the materials covered as directed by the Service Director. Approved leaves will not be counted as an absence for attendance purposes.”

27. Add new Section 34.11 to read:

“The City, at its sole discretion, may approve an employee’s request for a leave of absence with or without pay or benefits and the grant or denial of any leave shall not be used to support any other request for leave by any employee. At the time of approval, the City will advise the employee if it will be able to return the employee to the position held at the time of the leave upon expiration of the leave or will be able to consider the employee for return to that position or other open position.”

28. Revise Section 35.1, second paragraph, item (b) to read:

“unexcused absence within the last twenty-four (24) months,”

29. Revise Section 35.4, item (b) to read:

“unexcused absence within the last twenty-four (24) months, and”

30. Revise Section 37.1 to read:

“This Agreement represents the complete Agreement on all matters subject to bargaining between the City and the Union and except as otherwise noted herein shall remain in full force and effect from July 1, 2008 through March 31, 2009 except that the Union may elect to reopen the Agreement by making a written request to the Mayor within thirty (30) calendar days of approval by City Council of the economic terms for calendar year 2008 applying to any police or fire bargaining unit at the City if, and only if, the percentage increase in wages and the improvement in other economic terms taken together for any such bargaining unit for 2008 exceeds the percentage increase in wages and other economic terms taken together for 2008 under the Agreement.”

31. Any retroactive pay, less required withholding, net of any payments due to the City, will be paid within eight weeks of ratification, divided into a retroactive pay for 2006 and a second retroactive pay for 2007 and 2008, after deducting unpaid insurance premiums. These payments will include a one time lump sum signing bonus for each member of the

bargaining unit as of June 3, 2008, with \$200 within the 2006 payment and \$200 within the 2007 payment.



12/18/01

**City of Parma
SuperMed Plus
Base Plan
Effective 1-1-2008**



| Benefits | Network | Non-Network |
|---|---|-----------------------|
| Benefit Period | January 1 st through December 31 st | |
| Dependent Age Limit | 19 Dependent / 25 Student Removal upon Birth Date | |
| Pre-Existing Condition Waiting Period | Not Subject to Pre-Ex | |
| Blood Pint Deductible | 0 pints - | |
| Lifetime Maximum | \$2,500,000 | |
| Benefit Period Deductible - Single/Family | \$350 / \$700 | \$700 / \$1,400 |
| Coinsurance | 90% | 70% |
| Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single/Family | \$1,300 / \$2,600 | \$2,600 / \$5,200 |
| Physician/Office Services | | |
| Office Visit (Illness/Injury) | 90% after deductible | 70% after deductible |
| Urgent Care Office Visit | \$35 copay, then 100% | 70% after deductible |
| Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services) | 90% after deductible | Not Covered |
| Preventative Services | | |
| Office Visit/Routine Physical Exam | 90% after deductible | Not Covered |
| Well Child Care Services including Exam and Immunizations (To age eighteen) | 90% after deductible | Not Covered |
| Well Child Care Laboratory Tests (To age eighteen) | 100% | 100% |
| Routine Mammogram (One per benefit period) | 100% | 100% |
| Routine Pap Test | 100% | 100% |
| Routine PSA Test | 100% | 100% |
| Routine Endoscopic Services | 100% | 100% |
| Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis | 100% | 100% |
| Outpatient Services | | |
| Surgical Services | 90% after deductible | 70% after deductible |
| Diagnostic Services | 90% after deductible | 70% after deductible |
| Physical and Occupational Therapy - Facility and Professional (10 visits then Medical Review) | 90% after deductible | 70% after deductible |
| Chiropractic Therapy - Professional Only (Unlimited) | 90% after deductible | 70% after deductible |
| Speech Therapy - Facility and Professional (10 visits then Medical Review) | 90% after deductible | 70% after deductible |
| Cardiac Rehabilitation | 90% after deductible | 70% after deductible |
| Emergency use of an Emergency Room | \$100 copay, then 100% | |
| Non-Emergency use of an Emergency Room | \$100 copay, then 90% | \$100 copay, then 70% |
| Inpatient Facility | | |
| Semi-Private Room and Board | 90% after deductible | 70% after deductible |
| Maternity | 90% after deductible | 70% after deductible |
| Skilled Nursing Facility (100 days per benefit period) | 90% after deductible | 70% after deductible |

| Benefits | Network | Non-Network |
|--|-----------------------------------|---|
| Additional Services | | |
| Allergy Testing and Treatments | 90% after deductible | Inpatient; 70% after deductible; Outpatient: Not Covered |
| Ambulance | 90% after deductible | 70% after deductible |
| Durable Medical Equipment | 90% after deductible | 70% after deductible |
| Education and Training Services | 90% after deductible | Not Covered |
| Home Healthcare | 90% after deductible | Not Covered |
| Hospice | 90% after deductible | Not Covered |
| Organ Transplants | 90% after deductible | 70% after deductible |
| Private Duty Nursing | 90% after deductible | 70% after deductible |
| Mental Health and Substance Abuse | | |
| Inpatient Mental Health and Substance Abuse Services (30 days per benefit period; Substance Abuse limited to one admission per benefit period) | 50% after deductible ⁵ | Not Covered |
| Outpatient Mental Health and Substance Abuse Services (20 visits per benefit period) | 50% after deductible ⁵ | 50% after deductible ⁵ |

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Contracting.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Copay waived if admitted.

⁴The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

⁵Not applied to Coinsurance Out-of-Pocket Maximum.



City of Parma
SuperMed Plus
Buy-Up Plan
Effective 1-1-2008



| Benefits | Network | Non-Network |
|---|---|----------------------|
| Benefit Period | January 1 st through December 31 st | |
| Dependent Age Limit | 19 Dependent / 25 Student Removal upon Birth Date | |
| Pre-Existing Condition Waiting Period | Not Subject to Pre-Ex | |
| Blood Pint Deductible | 0 pints | |
| Lifetime Maximum | \$2,500,000 | |
| Benefit Period Deductible – Single/Family ¹ | None | \$100 / \$200 |
| Coinsurance | 100% | 80% |
| Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family | None | \$3,000 / \$6,000 |
| Physician/Office Services | | |
| Office Visit (Illness/Injury) ² | \$15 copay, then 100% | 80% after deductible |
| Urgent Care Office Visit ² | \$35 copay, then 100% | 80% after deductible |
| Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services) | 100% | Not Covered |
| Preventative Services | | |
| Office Visit/Routine Physical Exam ² | \$15 copay, then 100% | Not Covered |
| Well Child Care Services including Exam and immunizations (To age eighteen) ² | \$15 copay, then 100% | Not Covered |
| Well Child Care Laboratory Tests (To age eighteen) | 100% | 100% |
| Routine Mammogram (One per benefit period) | 100% | 100% |
| Routine Pap Test | 100% | 100% |
| Routine PSA Test | 100% | 100% |
| Routine Endoscopic Services | 100% | 100% |
| Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis | 100% | 100% |
| Outpatient Services | | |
| Surgical Services | 100% | 80% after deductible |
| Diagnostic Services | 100% | 80% after deductible |
| Physical and Occupational Therapy – Facility and Professional (10 visits then Medical Review) | \$10 copay, then 100% | 80% after deductible |
| Chiropractic Therapy – Professional Only (Unlimited) | \$10 copay, then 100% | 80% after deductible |
| Speech Therapy – Facility and Professional (10 visits then Medical Review) | \$10 copay, then 100% | 80% after deductible |
| Cardiac Rehabilitation | 100% | 80% after deductible |
| Emergency use of an Emergency Room ³ | \$75 copay, then 100% | |
| Non-Emergency use of an Emergency Room ^{3,4} | \$75 copay, then 90% | \$75 copay, then 80% |
| Inpatient Facility | | |
| Semi-Private Room and Board | 100% | 80% after deductible |
| Maternity | 100% | 80% after deductible |
| Skilled Nursing Facility (100 days per benefit period) | 100% | 80% after deductible |

| Benefits | Network | Non-Network |
|--|-----------------------------------|---|
| Additional Services | | |
| Allergy Testing and Treatments | 100% | Inpatient: 80% after deductible; Outpatient: Not Covered |
| Ambulance | 100% | 80% after deductible |
| Durable Medical Equipment | 100% | 80% after deductible |
| Education and Training Services | 100% | Not Covered |
| Home Healthcare | 100% | Not Covered |
| Hospice | 100% | Not Covered |
| Organ Transplants | 100% | 80% after deductible |
| Private Duty Nursing | 100% | 80% after deductible |
| Mental Health and Substance Abuse | | |
| Inpatient Mental Health and Substance Abuse Services (30 days per benefit period; Substance Abuse limited to one admission per benefit period) | 50% after deductible ⁵ | Not Covered |
| Outpatient Mental Health and Substance Abuse Services (20 visits per benefit period) | 50% after deductible ⁵ | 50% after deductible ⁵ |

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Contracting.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

²The office visit copay applies to the cost of the office visit only.

³Copay waived if admitted.

⁴The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

⁵Not applied to Coinsurance Out-of-Pocket Maximum.



**City of Parma
Prescription Drug Program¹
Effective 1-1-2008**

| Benefits | Copay | Day Supply |
|--|---|------------|
| Benefit Period | January 1 st through December 31 st | |
| Dependent Age Limit | Same as Medical | |
| Formulary Retail Program with Oral Contraceptive Coverage – for the initial filling and one refill of a prescription drug² | | |
| Generic Copayment | \$10 | 30 |
| Formulary Copayment | \$20 | 30 |
| Non-Formulary Copayment | \$30 | 30 |
| Formulary Retail Program with Oral Contraceptive Coverage – after the second retail fill of a prescription drug² | | |
| Generic Copayment | Not Covered | |
| Formulary Copayment | Not Covered | |
| Non-Formulary Copayment | Not Covered | |
| Formulary Home Delivery Program with Oral Contraceptive Coverage | | |
| Generic Copayment | \$20 | 90 |
| Formulary Copayment | \$40 | 90 |
| Non-Formulary Copayment | \$60 | 90 |

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

¹Includes Rx Selections® Drug List: A list of drugs on the Rx Selections® formulary will be used. Coverage includes weight-loss medications.

²Home Delivery Incentive: When a member chooses to fill a non-acute prescription a third time at a retail pharmacy within 180 days, the member will pay the full retail cost of the prescription.

APPENDIX A-1

Health insurance premiums to be paid by the City subject to the following employee cost sharing:

| | <u>7/1/06-12/31/06</u> | <u>1/1/07-6/30/07</u> | <u>7/1/07-12/31/07</u> |
|--------|------------------------|-----------------------|------------------------|
| Single | \$25 per month | \$35 per month | \$50 per month |
| Family | \$50 per month | \$75 per month | \$90 per month |

Beginning 1/1/08 – 10% of COBRA rate (single/family).

Effective June 1, 2007, the City contribution to an HMO will not exceed its contribution for coverage under Appendix A with the employee responsible for any remaining amounts in addition to the cost sharing set forth above.

November 28, 2007

Mayor Dean DePiero

RE: City of Parma Health Care Committee
Outline of Agreement

Dear Mayor DePiero:

This letter is to inform you of the unanimous approval of the Health Care Committee to the City's latest health care proposal. We view the agreement for 2008 as follows:

Three (3) unique health & Rx plans (see attached plan details):

| | | | |
|--------|--|-------------------|-----------------------------------|
| Plan 1 | Medical Mutual Super Med Plus HIGH PLAN | Monthly premiums: | Family: \$118.00 Single: 47.00 |
| Plan 2 | Medical Mutual Super Med Plus LOW PLAN | Monthly premiums: | Family: \$ 22.00 Single: 7.00 |
| Plan 3 | Kaiser HMO Plan Renewal | Monthly premiums: | Family: \$ 88.00 Single: 35.00 |

.....
Dental Plan:

Delta Preferred POS Plan
No monthly charge to employees

.....
Vision Plan:

Union Eye Care - Current Plan
No monthly charge to employees

In addition, we have an agreement on the following:

- Employees who complete an annual Health Risk Assessment Survey in 2008 will receive a \$50.00 check; and
- Employees whose spouse completes an annual Health Risk Assessment Survey in 2008 will receive an additional \$50.00 check.

.....

It is our understanding that all of the above changes will be effective January 1, 2008 through December 31, 2008.

We further represent and that we have the authority to sign and bind all bargaining units in the City with this Agreement.

If you have any questions, please contact me.

Sincerely,



John Jamison
Co-Chairman
Employee Health Care
Committee of the City of Parma

By signing below, you acknowledge and agree that this letter constitutes the Agreement between the City and the Health Care Committee, and that this letter shall be attached to all Union contracts in the City of Parma.

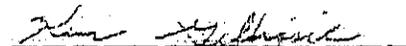
Date: 11/29/07


Deep DePiero, Mayor

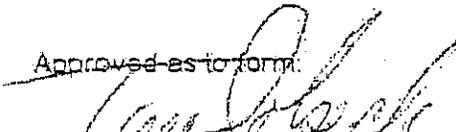
Date: Nov. 29, 2007


John Jamison, Co-Chairman
Health Care Committee

Date: 11/30/07


Ken Gillissie, Co-Chairman
Health Care Committee

Approved as to form:


Timothy G. Dobeck, Law Director

APPENDIX B

Pay Schedule

| Job Title | 1/1/06 | 1/1/07 | 1/1/08 |
|----------------------------|--------|--------|--------|
| LABORER | 21.21 | 21.85 | 22.29 |
| TRUCK DRIVER | 21.50 | 22.15 | 22.59 |
| FIRE HYDRANT MECHANIC | 23.06 | 23.75 | 24.23 |
| SPECIAL EQUIPMENT OPERATOR | 22.77 | 23.45 | 23.92 |
| MAINTENANCE SPECIALIST | 23.06 | 23.75 | 24.23 |
| SIGN PAINTER | 22.77 | 23.45 | 23.92 |
| BODY REPAIRMAN-PAINTER I | 22.32 | 22.99 | 23.45 |
| HYDRANT OPERATOR | 23.06 | 23.75 | 24.23 |
| AUTOMOTIVE MECHANIC I | 23.08 | 23.77 | 24.25 |
| AUTOMOTIVE MECHANIC II | 21.74 | 22.39 | 22.84 |
| BODY REPAIRMAN-PAINTER II | 21.62 | 22.27 | 22.72 |
| SERVICE CENTER PERSONNEL | 21.52 | 22.17 | 22.61 |
| PARTS EXPEDITER | 21.74 | 22.39 | 22.84 |
| PRINTER | 22.77 | 23.45 | 23.92 |
| TRAFFIC LIGHT TECHNICIAN | 23.06 | 23.75 | 24.23 |

CONCLUSION

In conclusion, this fact-finder hereby submits his recommendations which incorporate the Agreed Matters presented by the parties.

JUNE 16, 2008


JAMES M. MANCINI, FACT-FINDER