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IN THE MATTER OF FACT FINDING

BETWEEN

BROOK PARK FIREFIGHTERS, IAFF LOCAL 1141

AND

CITY OF BROOK PARK, OHIO

SERB CASE # 10-MED-11-1693

Robert G. Stein, Fact-finder

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INTRODUCTION

The parties to this matter are Brook Park Firefighters, IAFF LOCAL 1141(hereinafter “Union” or “Local”) and the City of Brook Park (hereinafter “City”, “Employer” or “Department”). The Employer is located in northeastern Ohio. The bargaining unit is comprised of approximately thirty-one (31) Firefighters through the rank of Lieutenant.

The parties have had a contentious bargaining relationship over the last two (2) plus years, the extensive chronology of which is outlined in both Position Statements submitted prior to fact finding. The prior agreement ended December 31, 2009 and by virtue of a dispute arising out of notification to bargain a successor agreement the parties entered into a protracted controversy. This ongoing disputation has resulted in unfair labor practice charges and numerous other legal proceedings. As a result of this controversy, the Employer took the unusual step of unilaterally imposing a contract settlement for calendar year 2010, changing several contractual terms. The unilaterally imposed Agreement was never accepted by the Union, leading to additional months of legal wrangling that continue on in spite of the instant fact finding. The instant negotiation and the appropriate jurisdiction of the fact finder were also matters that were subjects of legal squabbling prior to and during the initial stages of the fact finder’s involvement causing even further delays in the impasse proceedings. However, the State Employment Relations Board (SERB) issued a ruling defining the jurisdiction of the fact finder to a successor contract that covers 2011 forward, apparently resolving this issue for the time being.

The last mutually agreed upon Agreement between the parties covered the period of 2008-2009. While this has been a most difficult undertaking for the fact finder in terms of analysis, deliberation, and recommendation, it is hard to imagine what the parties have experienced during the last two years. The fact finder held a mediation session in an attempt to resolve the differences between the parties. Some package settlement offers were considered, but no real progress was able to be agreed upon related to staffing. The parties, after failing to resolve any issues through mediation by the fact finder, submitted their unresolved issues to fact finding.

The issues in this case are identified individually as are the positions of the parties. For the convenience of the parties, the recommendations of the fact finder are located together at the end of this report and are either marked Current Language or Modified with changes being listed in bold. Deleted portions of language are not identified.

General/State/Local Economic Overview: Cautious optimism appears to be an apt characterization of the state of the current national and international economy that by virtue of world interdependence can be impacted by a small European country’s economic condition thousands of miles away. The economy in Ohio continues to show

some signs of improvement from a very severe national recession that remains subject to the financial health of the United States and other countries, particularly those who are currently facing considerable debt in Europe. Just a few months ago, substantial swings in the stock market on a weekly and sometime daily basis were commonplace. For the last several weeks it appears the national economy has become somewhat more stable, yet what Americans have experienced from 2008 until the present has left a lasting impression about the uncertainty and fragility of the future.

The national unemployment rate is currently 8.3%, which has helped to create shoots of optimism among people hopeful for better times. The facts indicate that Ohio is in a very slow recovery that is still plagued by a lack of jobs that pay a living wage. Foreclosures continue to rise as we enter 2012. Several months ago what has been called the great recession was declared to be officially ended. Yet, for people in Ohio who are unemployed, underemployed, have experienced dramatic declines in their home values, face foreclosure, have given back benefits and paid days, have foregone wage increases for years, and have been laid off, such declarations ring hollow. The impact of the recession upon Ohio's revenue stream is plain, and employers in the public sector are feeling the effects of the state of Ohio significantly reducing its financial support to local governments. However, it took a while for management and labor in the public sector to experience the effects of a dramatic decline in what were formerly dependable revenue streams, and to come to terms with the new reality. All the news is not negative; there are pockets of recovery and some employers are doing well in the aftermath of the recession. Detroit seems to be on a comeback, and that is particularly good news for neighboring Ohio. And, there are states that are weathering the recession much better than Ohio. Prudence would dictate that the sobering realities of fluctuating economic indices need to be factored into any projected budgeting process for a public employer in Ohio. To their credit, public employee unions and employees in Ohio have, in the main, recognized and responded to their employers who continue to experience a shortfall in revenue coupled with rising costs. State employees and many county, city, and township public employees in and outside of Ohio have and continue to make unprecedented financial sacrifices in the form of layoffs, wage freezes, benefit givebacks, furlough days and in paying more for their medical coverage. State employees recently agreed to a second three (3) year contract that once again contains no wage increases. When dealing with concessionary bargaining, evenhandedness of sacrifice takes on even greater significance than it does in more normal times where needed market based equity adjustments can be reasonably addressed as a customary subject of negotiations. The critical and central factor during times of economic hardship is authenticity. If sacrifice is called for by employees and managers alike, then it must be based upon reality and not hyperbole.

Locally, it is clear from the evidence that the City has and continues to have a declining revenue base, underscored by a combination of factors, including: a decline in manufacturing, a reduction in home values, state revenue cuts and continued rising costs. These factors have required the City to take strong, but often unpopular, austerity steps to remain a viable inner-ring suburb of Cleveland. This fact finding continues to deal with these realities.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C) (4) (E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made.

Issue 1 Article II, Section 3, Recognition

Current Language (CBA)

ARTICLE II
RECOGNITION

Section 1. *The Employer hereby recognizes the Association as exclusive representative for negotiating wages, hours of work and other terms and conditions of employment for all employees of the Employer's Division of Fire with the rank of Lieutenant or below, excluding all other employees of the Employer.*

Section 2. *When Council establishes any new rank below that of Lieutenant, the salary for such position shall be established through negotiations by the parties. If the parties are unable to agree upon the new rate within thirty (30) days after creation of the rank, Council will establish such salary. If the Association disagrees with the salary set by Council, the issue shall be subject to the grievance-arbitration procedure of Article VIII of this Agreement beginning with the Mayor's level.*

Section 3. *There is a ratio between firefighters and lieutenants of 5 to 1 which shall be maintained in the event of a reduction in force.*

Employer's Position. The Employer is seeking to eliminate Section 3 of the Article, underlined above. It argues that for several years the requirement of maintaining a ratio of one (1) Lieutenant for every five (5) fire fighters has existed in the Agreement. The City contends that for financial reasons it has had to close a fire station, reduce the City's workforce and can no longer afford these staffing ratio requirements. The City further asserts that the only contract that previously had such ratios was the Sergeants and Lieutenants bargaining unit contract, which has since been renegotiated and this requirement has been removed. No other contracts in the City have a staffing ratio requirement and according to the City, "...no other labor contracts serving on the west side and south side of Cleveland ...have any kind of language similar to this in their contracts." (See Employer Position Statement)

Union's Position. Maintain current language. It argues it has been in the Agreement for a long time and there is no compelling reason to remove it. The Union disagrees that the ratio, which in its opinion assures safe and efficient practices and does not hinder the City in any way.

Discussion. The proposal by the City is part of its overall attempt to eliminate manning requirements and ratios and to modify contractual language regarding time off that engenders considerable amounts of overtime. (City Ex. 17) The Union points out that savings in overtime

costs can be realized by a combination of other factors, including its proposed concessionary package (FF Ex.3). It argues there is no need to change this ratio. During this time of continuing declines in revenues that find the City operating with income that is approximately three (3) million dollars below 1999 levels (City Ex. 9), but with 2011 costs that have seen wages and health care costs rise in the 30% range, (City Ex. 30) the City is having to use its reserves to fund operations, in spite of having reduced the number of city employees by approximately 19% through 2011, and a projected decrease to 26% by May of 2012. (City Exs. 3, 4, 10) The Union made a substantial argument, supported by credible testimony that argues for a sound command structure based upon reasonable ratios. The Union also disputes several of the City's budget figures, and indeed whether City is really in financial difficulty. The Union points out that the General Revenue Fund is up 4 million dollars from 1999 to 2010. (FF Ex. 1) But facts are stubborn things and the more convincing evidence provided by the City's Budget officials indicates the City's declining financial condition has required it to continue to restructure its delivery of public service that calls for a thoughtful and mores affordable resource deployment (City Ex. 7). Additionally, the external comparable data indicates that such ratios are uncommon. (City Ex. 20)

Issue 2 Article X, Section 1, Overtime

Current Language (CBA)

ARTICLE X
OVERTIME

Section 1. *When a full time employee is required to work in excess of the employee's regularly scheduled work hours under Article IX of this Agreement, such employee shall receive an overtime payment at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for each hour worked based on a forty-four (44) hour workweek. Effective March 1, 2010, overtime payments shall be based on the employee's regular rate of pay on a forty-eight (48) hour workweek. Court time will be paid on an hour-for-hour basis, a minimum of two (2) hours' pay for each such appearance, providing such time does not abut the employee's regularly scheduled work day.*

Employer's Position. The Employer proposes a modification Section 1 as follows:

ARTICLE X
OVERTIME

Section 1. When a full time employee is required to work in excess of the employee's regularly scheduled work hours under Article IX of this Agreement, such employee shall receive an overtime payment at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for each hour worked based on a **forty-eight (48)** hour workweek. Overtime will be paid on an hour-for-hour basis, a minimum of two (2) hours' pay for each such appearance, providing such time does not abut the employee's regularly scheduled work day.

In March of 2010 the Employer, in imposing the 2010-2011 Agreement modified the language of this provision to reflect what is now being proposed. The calculation of overtime is to be based upon 48 hours and not 44 hours as modified from 40 hours in the 2008-2009 Agreement. The Employer argues that even based upon a 44 hour calculation the overtime rate is inflated by a sizeable percentage and does not reflect the standard workweek of 48 hours. All other employees in the City are paid overtime based upon their normal workweek and the Employer asserts this should continue. The Employer also points out that in surrounding comparable areas employees at fire departments have their overtime based upon their normal workweeks. (City Exs. 21 and 22)

Union's Position. The Union argues that it would consider this change only under the circumstances of maintaining current staffing levels. However, the Union avers if the City is awarded their position on staffing (eliminating minimum staffing of nine (9), the City does not need this change to reduce its expenses.

Discussion. Basing overtime on a normal workweek is a conventional approach to determining eligibility for overtime as supported by external comparable data submitted into the record. It is also consistent with the internal comparable bargaining units. Moreover, the City's financial condition supports this cost saving measure.

Issue 3 Article XI, Section 1 Leaves

Current Language (CBA)

ARTICLE XI
LEAVES

Section 1. Sick Leave. *Each employee shall be credited with sick leave at the rate of thirteen (13) hours for each completed month of service. Employees may use sick leave, upon the approval of the responsible administrative officer of the employing unit, for absence due to*

personal illness, pregnancy, injury, exposure or contagious disease which could be communicated to other employees, and to illness, injury or death in the employee's immediate family. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one hour for every hour of absence from previously scheduled work. An employee using sick leave shall furnish a satisfactory written signed statement justifying its use. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action and/or dismissal. This section shall be uniformly administered as to all employees. No sick leave may be granted to an employee upon or after his retirement or termination of employment.

Employer's Position. The Employer proposes to modify the language of Section 1 as follows:

ARTICLE XI **LEAVES**

Section 1. Sick Leave. Each employee shall be credited with sick leave at the rate of **twelve (12) hours** for each completed month of service. Employees may use sick leave, upon the approval of the responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, injury, exposure or contagious disease which could be communicated to other employees, and to illness, injury or death in the employee's immediate family. unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one hour for every hour of absence from previously scheduled work. An employee using sick leave shall furnish a satisfactory written signed statement justifying its use. If medical attention is required, **or after an absence of more than one (1) tour of duty,** a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action and/or dismissal. This section shall be uniformly administered as to all employees. No sick leave may be granted to an employee upon or after his retirement or termination of employment. **Any abuse of patterned use of sick leave shall subject the employee to disciplinary action.**

The Employer proposed to reduce the amount of sick leave that can be accumulated and argues even with this reduction of thirteen (13) to twelve (12) hours the accumulation rate still exceeds the law and what is provided to other surrounding cities, that being four and six-tenths (4.6) hours of sick leave for every eighty (80) hours worked. The City argues it is simply attempting to bring the accumulation rate in line with what it contends is the state-wide standard. In its other proposed changes the City is proposing the submission of a medical documentation for absences that exceed one tour of duty. It contends missing one (1) tour of duty is equivalent to missing five (5) days. The Employer also points out that state code provides for employees to provide a medical slip after three (3) days or more of absence from work. Finally, the Employer contends there should be language in the agreement to address the abuse of sick leave by employees, to include patterned abuse.

Union's Position. Maintain current language. It argues that there has been no evidence of sick leave abuse in the form of a pattern or otherwise. Moreover, the issue has not been raised with the Union. The Union further argues that employees only work every third day, and given that schedule, sick leave is used sparingly. It contends that on average the bargaining unit may only misses three (3) to four (4) tours a year. The Union further rejects the need for sick leave medical slips as being unnecessary and unjustified given the infrequency in which employees are absent from work. The Union also points out that overtime is not based upon sick leave, so the reduction of sick leave accumulation will have no measureable effect on overtime costs, other than to reduce a benefit that employees of the Department have had for several years.

Discussion. The Employer provided insufficient evidence to demonstrate that the bargaining unit has abused sick leave. And while it is common for public employers to require sick leave slips under conditions of a collective bargaining agreement, there is no evidence it is warranted at this time. Furthermore, nothing precludes the Employer from issuing discipline for patterned sick leave abuse or any other form of sick leave abuse should it be proven.

Issues 4 and 5 Article XII, Sections 5 and 6, Vacations and Article XIII, Holidays

Current Language (CBA)

ARTICLE XII
VACATION

Section 1. *All full-time employees shall be granted the following vacation leave, with pay, for each year based on length of service with the Employer. Vacation shall be taken at a time mutually convenient to the Employer and the employee. During the vacation selection process, employees shall be permitted to "float" four (4) vacation selections into the calendar year in which they shall be taken, or subject to the terms of Section 4 of this Article.*

<u>Years of Service</u>	<u>Length of Vacation</u>
<i>After 1 year</i>	<i>2 weeks</i>
<i>After 5 years</i>	<i>3 weeks</i>
<i>After 10 years</i>	<i>4 weeks</i>
<i>After 18 years</i>	<i>5 weeks</i>

Section 2. *Compensation for vacation shall be based upon forty-eight (48) hours of pay at the employee's regular hourly rate for each week of vacation.*

Section 3. *Any break in service by an employee will result in a forfeiture of all accumulated years of service. Break in service shall mean retirement or resignation by an employee or termination by the Employer which is final.*

Section 4. Accumulation. *Vacation shall be taken in the calendar year following the calendar year in which it is earned, except that all employees of the Division of Fire may accumulate up to three times annual vacation, provided that in no event shall such accumulation exceed ten (10) weeks.*

Accrued vacation time in excess of accumulation permitted by the preceding paragraph, and carried over into the following calendar year, shall be forfeited.

Accrued time in the vacation account of each employee shall be paid at the rate of one-fifty second (1/52) of his current salary for each week, twenty-four (24) times his current hourly earning rate for each day, and the appropriate percentage of twenty-four (24) times his current hourly earning rate for each partial day, at the time of the employee's retirement, termination or resignation or to his estate in the case of the employee's death.

Section 5. *Two men per shift shall be allowed off on vacation at one time, except as provided in Article XIII, Holidays, Section 2.*

Section 6. *A second paramedic may not select a vacation day on an occasion which will leave the Employer with less than three (3) paramedics scheduled for that day.*

ARTICLE XIII **HOLIDAYS**

Section 1. *All full-time employees shall receive the following Employer approved holidays:*

<i>New Year's Day</i>	<i>Labor Day</i>
<i>Martin Luther King Day</i>	<i>Thanksgiving Day</i>
<i>President's Day</i>	<i>Christmas Day</i>
<i>Memorial Day</i>	
<i>Independence Day</i>	
<i>Veteran's Day</i>	

The line division employees shall receive holiday leave, with regular compensation, in the amount of one hundred forty-four (144) hours holiday leave, which shall be scheduled on the days chosen by the employee.

Section 2. *Holiday leave shall be scheduled off after all vacation leave has been apportioned, and shall be selected according to seniority. Holiday leave shall be taken in not less than two (2) hour increments. No more than a total of three (3) employees shall be allowed of on vacation, holidays or C Days at the same time.*

Section 3. *Any full-time employee who actually works on one of the holidays enumerated in Section 1 will be compensated at the overtime rate defined in Article X, Section 1, for the hours actually worked on the holiday. Any full-time employee who is working overtime on one of the*

holidays enumerated in Section 1 will, be compensated an additional one-half (1/2) of their normal rate.

Section 4. *All holiday leave not taken prior to December 1st of each year, nor scheduled to be taken prior to the end of each year, shall be compensated in cash money in the first pay period of December, and such payment shall be separate and distinct from any other regular compensation to be received.*

Section 5. *Upon separation or retirement of an employee, such employee shall receive, in cash money, compensation for any unused holiday leave which has accrued to the benefit of that employee.*

Employer's Position. The Employer proposes to eliminate Sections 5 and 6 of the Article. The Employer asserts that Section 5 of Article XII, Vacation, is coupled with Section 2 of Article XIII, Holidays. These are known as C days in Brook Park and in the industry commonly referred to as "Kelly Days." The Employer asserts that in its current form this language allows too many employees off at one time and with the new proposed language for holidays, it is unnecessary. In the Holiday Article the Employer is seeking to modify Section 2 as follows:

Section 2. Holiday leave shall be scheduled off after all vacation leave has been apportioned, and shall be selected according to seniority. Holiday leave shall be taken in not less than two (2) hour increments. **No more than one (1) employee shall be allowed of on vacation or holidays at the same time. Holiday time unable to be scheduled shall be governed by Section 4, below.**

The Employer rejects any increase in holiday time as being unrealistic given the City's financial condition.

Union's Position. In its official position, the Union rejects the Employer's proposal outright and proposes that holiday hours be increased from 144 hours to 168 hours. It argues that external comparable data support this increase. (Union Ex. 5) The Union also points out that under the City's proposal regarding vacations and holidays, 55 more tours would be needed than days available. (FF Ex. 4) However, the Union, under a package approach, indicated a willingness to conduct C-day selection in a manner that would result in at least one employee being off on a C-day each day of the week. Additionally, the Union indicated, again in a packaged approach only, that it would consider allowing not more than three (3) employees at a time off on either vacation, holiday, or C-day time. However, the Union indicates its willingness to consider these options only if the City agrees to return to nine (9) man staffing following a temporary two year reduction to eight (8) man staffing.

Discussion.

See discussion under Issue 11.

Issues 6 Article XIV, Compensation

Current Language (CBA)

ARTICLE XIV
COMPENSATION

Section 1. *The annual salary paid to Firefighters shall be as follows:*

<i>FF/Paramedic Certified</i>	<i>Effective 1/1/09</i>
<i>Start</i>	<i>56,467.00</i>
<i>After 12 months</i>	<i>58,669.00</i>
<i>After 24 months</i>	<i>62,848.00</i>
<i>After 36 months</i>	<i>65,124.00</i>
<i>After 48 months</i>	<i>67,394.00</i>

Any employee with less than forty-eight (48) months of service shall remain in the step that provides the same dollar amount the employee was receiving prior to this new scale, plus the wage increase. The employee will then move from that step to higher steps based on the time requirements provided. No employee shall be required to return to a previous step.

In addition to the above salaries, all employees shall receive longevity in the following amounts at the time period so specified, which shall be divided into the employees' bi-weekly pay and included in the calculation of overtime rates.

<i>After 5 years</i>	<i>\$560.00</i>
<i>After 10 years</i>	<i>\$1,271.00</i>
<i>After 15 years</i>	<i>\$1,986.00</i>
<i>After 20 years</i>	<i>\$2,697.00</i>
<i>After 25 years</i>	<i>\$3,410.00</i>

<i>FF/Certificate or Proficiency (Non-paramedic)</i>	<i>Effective 1/1/09 \$64,870</i>
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<i>FF/Assoc., BA or Masters (Non-paramedic)</i>	<i>Effective 1/1/09 \$66,142</i>
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<i>FF EMT Qualif. (Non-paramedic)</i>	<i>Effective 1/1/09</i>
<i>Start</i>	<i>52,792.00</i>
<i>After 12 months</i>	<i>54,993.00</i>
<i>After 24 months</i>	<i>59,054.00</i>
<i>After 36 months</i>	<i>61,326.00</i>
<i>After 48 months</i>	<i>63,598.00</i>

Section 2. Differential. *The Employer will maintain an eleven percent (11%) differential between the top Firefighter's salary and the Lieutenant Salary. The pay schedule for Lieutenant shall be:*

<i>Lieutenant</i>	<i>Effective 1/1/09</i>
	<i>74,807.00</i>

In addition, any Lieutenant who maintains paramedic certification, shall be granted \$2,100 annually and divided into the biweekly pay.

Section 3. Officer in Charge. *The one (1) Lieutenant who actually is present and serves as the shift officer in charge shall receive an additional three percent (3%) premium per shift which will be added to their regular rate of pay. A junior Lieutenant who is normally assigned to that shift has preference and will be assigned as shift officer for purposes of this pay stipend even though a senior lieutenant from another shift is working due to shift trade, such time or otherwise.*

Section 4. Break in Service. *Any break in service by an employee will result in a forfeiture of all accumulated longevity time. Break in service shall mean retirement or resignation by an employee or termination by the Employer which is final.*

Section 5. Extra Training Pay.

(A) All full-time employees who desire to attend classes for extra training pay, except paramedic schooling, under this Section shall attend classes on their own time and/or compensatory time previously earned. Such employees shall not be awarded overtime for classes attended on their own time.

If an employee wishes to attend classes when scheduled for duty, using compensatory time, it shall first be determined by the Fire Chief with concurrence of the Safety Director, that sufficient manpower is available, but if the employee has not accumulated compensatory time and still desires to attend classes during scheduled working hours, the employee must agree to reimburse the City for the time missed while attending classes.

The agreement to reimburse the City must be in the form of a notarized affidavit signed by the employee. The reimbursement must take place within ten (10) months from the date the employee first missed work to attend class, or prior to termination of employment with the City of Brook Park, whichever occurs earlier.

(B) Provided, however that extra training pay to employees with a fire certificate or with an associate degree shall not be made available to employees hired after December 31, 1989.

(C) Payment for attendance at paramedic classes.

(1) Any employee shall be given the opportunity to discontinue his paramedic card based on seniority of paramedic certification. The paramedic with the most time served as a paramedic shall be given the first opportunity to be able to discontinue his paramedic card, provided that this procedure will not result in an excessive amount of overtime. However, this process shall have no bearing on the status of EMT cards which will be maintained in accordance with Departmental policy.

Section 6. *These schedules shall reflect the payments of base salary, cost-of-Living bonus and E.M.T. allowance.*

Section 7. *Payments for an Associate's Degree, Bachelor's Degree and Master's Degree are only for degrees relating to fire technology.*

Employer's Position The Employer proposes a one year agreement with no increase in salary and the elimination of other provisions of the Article dealing with: Officer in Charge Pay, a firefighter's ability to terminate his/her Paramedic certification, and payment to attend paramedic classes.

Union's Position. In an effort to reduce the cost of the salary schedule and within the conditional package structure mentioned previously, the Union proposes, on a prospective basis, reduced pay in the earlier steps in the salary schedule for the first year of the Agreement,

followed by a 3% raise in 2012 applied to these rates, and a 3% raise in 2013 applied to the 2012 rates. (FF Exs. 3 and 4) The Union package position includes the preservation of a nine (9) man minimum manning following a temporary eight (8) man minimum for 2 years, as follows:

ARTICLE XIV
COMPENSATION

Section 1. For those employees hired after the most recent pending two hires, the annual salary paid to Firefighters shall be as follows:

FF/Paramedic Certified	Proposed
Start	48,000.00
After 12 months	52,000.00
After 24 months	57,000.00
After 36 months	62,000.00
After 48 months	67,394.00

The Union proposes to leave the remainder of Article XIV as current language, except add 3% on current salaries effective 1/1/12 and an additional 3% on 1/1/13 for all rates listed in this Article.

Any employee with less than forty-eight (48) months of service shall remain in the step that provides the same dollar amount the employee was receiving prior to this new scale, plus the wage increase. The employee will then move from that step to higher steps based on the time requirements provided. No employee shall be required to return to a previous step.

In addition to the above salaries, all employees shall receive longevity in the following amounts at the time period so specified, which shall be divided into the employees' bi-weekly pay and included in the calculation of overtime rates.

After 5 years	\$560.00
After 10 years	\$1,271.00
After 15 years	\$1,986.00
After 20 years	\$2,697.00
After 25 years	\$3,410.00

FF/Certificate or Proficiency (Non-paramedic)	Effective 1/1/09 \$64,870
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FF/Assoc., BA or Masters (Non-paramedic)	Effective 1/1/09 \$66,142
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FF EMT Qualif. (Non-paramedic)	Effective 1/1/09
Start	52,792.00
After 12 months	54,993.00
After 24 months	59,054.00
After 36 months	61,326.00
After 48 months	63,598.00

Section 2. Differential. The Employer will maintain an eleven percent (11%) differential between the top Firefighter's salary and the Lieutenant Salary. The pay schedule for Lieutenant shall be:

Lieutenant	Effective 1/1/09
	74,807.00

In addition, any Lieutenant who maintains paramedic certification shall be granted \$2,100 annually and divided into the biweekly pay.

Section 3. Officer in Charge. The one (1) Lieutenant who actually is present and serves as the shift officer in charge shall receive an additional three percent (3%) premium per shift which will be added to their regular rate of pay. A junior Lieutenant who is normally assigned to that shift has preference and will be assigned as shift officer for purposes of this pay stipend even though a senior lieutenant from another shift is working due to shift trade, such time or otherwise.

Section 4. Break in Service. Any break in service by an employee will result in a forfeiture of all accumulated longevity time. Break in service shall mean retirement or resignation by an employee or termination by the Employer which is final.

Section 5. Extra Training Pay.

(A) All full-time employees who desire to attend classes for extra training pay, except paramedic schooling, under this Section shall attend classes on their own time and/or compensatory time previously earned. Such employees shall not be awarded overtime for classes attended on their own time.

If an employee wishes to attend classes when scheduled for duty, using compensatory time, it shall first be determined by the Fire Chief with concurrence of the Safety Director, that sufficient manpower is available, but if the employee has not accumulated compensatory time and still desires to attend classes during scheduled working hours, the employee must agree to reimburse the City for the time missed while attending classes.

The agreement to reimburse the City must be in the form of a notarized affidavit signed by the employee. The reimbursement must take place within ten (10) months from the date the employee first missed work to attend class, or prior to termination of employment with the City of Brook Park, whichever occurs earlier.

(B) Provided, however that extra training pay to employees with a fire certificate or with an associate degree shall not be made available to employees hired after December 31, 1989.

(C) Payment for attendance at paramedic classes.

(1) Any employee shall be given the opportunity to discontinue his paramedic card based on seniority of paramedic certification. The paramedic with the most time served as a paramedic shall be given the first opportunity to be able to discontinue his paramedic card, provided that this procedure will not result in an excessive amount of overtime. However, this process shall have no bearing on the status of EMT cards which will be maintained in accordance with Departmental policy.

Section 6. These schedules shall reflect the payments of base salary, cost-of-Living bonus and E.M.T. allowance.

Section 7. Payments for an Associate's Degree, Bachelor's Degree and Master's Degree are only for degrees relating to fire technology.

Discussion. The Employer is offering no increase in pay for a one year agreement and no increase for next year if the Agreement runs past December, which is now the case. In addition the City is proposing to remove Shift Officer pay but provides insufficient evidence to support this removal, in as much as the duty is still in place. Also, the Employer argues that the provision whereby firefighters can drop their Paramedic certification should be eliminated because the Department needs certified Paramedics, given the amount of work. However, the willingness of the Union to drop the scale down will, according to Union figures save the City in the future approximately \$31,328 per newly hired employee. (FF Ex. 3) Of course, these savings will not be realized in the near future particularly if no new hires come into the workforce soon. The Union's proposal is forward thinking and it will pay off in the long run as bargaining unit employees begin to retire. However, in order to be consistent it should apply to the entire Article. Additionally, given the totality of this report, which recommends some significant changes, but not the elimination of minimum staffing, salary increases over a three (3) year and not a one (1) year agreement appear to be more appropriate, given the contentious dealings the parties have had over the past two years. The bargaining unit has not had a wage

increase since 2009 and with the changes in healthcare there is justification for a reasonable wage adjustment during the last two years of the Agreement.

Issue 7 Article XV, Insurance

Current Language (CBA)

ARTICLE XV
INSURANCE

Section 1. Hospitalization Insurance.

(a) *The Employer will provide and pay for the full premium on behalf of each full-time employee for single or family hospitalization and medical service coverage pursuant to Exhibit A.*

- 1) *Tier 1 - \$10.00 deductible*
- 2) *Tier 2 - \$20.00 deductible*
- 3) *Tier 3 - \$35.00 deductible*
- 4) *Maintenance drugs – by mail order only; mandatory program.*

The City shall have the right to choose an alternative insurance carrier and/or provide other delivery systems, after discussion with the Association, provided that the benefits in such new policy are substantially similar to the current policy.

(b) *Finally, the Employer and all of its constituent unions and employees will form a committee to review health care and shall determine, on an annual basis, whether or not coverage as written shall be maintained. Additionally, the purpose of this committee shall be to review and help to contain health care costs.*

Section 2. Dental Insurance. *The Employer will provide each member of the Division dental insurance coverage under the current plan or substantially similar plan and/or other delivery systems which includes a fifty (\$50.00) dollar deductible with eighty (80%) percent payment in all services to one thousand (\$1,000.00) dollars per year and sixty (60%) percent payment toward orthodontia care to a lifetime maximum of one thousand five hundred (\$1,500.00) dollars. The Employer will pay the equivalent of the premium for employee and family coverage and orthodontia coverage.*

Section 3. Life Insurance.

(a) *The Employer will provide and pay the full premium for all full-time employees for a convertible life insurance policy in the face value of twenty-five thousand*

(\$25,000.00) dollars.

(b) The City will provide and pay the full premium for a paid up life insurance policy in the face amount of Five Thousand Dollars (\$5,000.00) for each employee covered by this Agreement upon such employee's retirement.

Section 4. Vision Care. The Employer shall provide a vision care program, under the current program or a substantially similar program as follows:

<u>Coverage</u>	<u>Age 18 and Under</u>	<u>Age 19 and Over</u>
Exam	Every 12 months	Every 12 months
Frames to \$60	Every 12 months	Every 24 months
Lenses	Every 12 months	Every 12 months
Contact Lenses to \$100	Every 12 months	Every 12 months

Section 5. Retirees. All employees who retired prior to the effective date of this Agreement (January 1, 2008), shall continue to receive a contribution towards their retiree health insurance premiums not to exceed four hundred (\$400.00) dollars per month. Employees who are eligible to retire prior to July 31, 2008 with twenty-five (25) years of service and forty-eight (48) years of age, who elected to continue working shall be eligible for the above premium contribution after they retire until the age of sixty-five (65) when they become eligible for Medicare, which at that time, this premium contribution shall cease.

Employer's Position. The Employer proposes to add a new Section (c) to the language which reads as follows:

(c) Effective January 1, 2011, the Employer shall pay ninety percent (90%) of the hospitalization and medical coverage pursuant to Exhibit B, and the full premium for the coverage pursuant to Exhibit C.

It argues this change, which has been paid by other City employees for several months, is simply requiring bargaining unit employees to pay a fair share of the medical insurance premium like all other employees of the City, with the exception of the patrol officer's unit, who have a me-too clause, but have agreed to this payment schedule once implemented for the firefighters unit.

Union's Position. The Union was willing to accept the Employer's changes within its package proposal, but argues the City has already realized significant savings in the changes that were made in the 2009-2010 benefit year as compared to the 2007-2008 benefit year. (FF Ex. 7).

Discussion. The Employer's proposal is supported by internal comparable data and by other comparable public sector bargaining units in Ohio. (City Ex. 31) Additionally, the City's position is supported by its need to reduce costs as part of its overall desire to continue to provide responsible service to the public with considerably fewer employees.

Issue 8 Article XVII, Miscellaneous

Current Language (CBA)

ARTICLE XVII
MISCELLANEOUS

Section 1. Medical Examination. *In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination.*

Section 2. Telephones. *During the term of this Agreement, the Employer shall not change the provisions of Ordinance Number 5134-1977, requiring police and fire employees to install a telephone in their residence. However, a cellular telephone may be used in lieu of an installed telephone line.*

Section 3. Suits Against Employees. *Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement for any liability arising from or because of any claim or suit brought against such employee arising from or because of any action or inaction by such employee in the scope of employment. The Employer shall also provide legal counsel and pay all expenses for the defense of any claim or suit brought against any such employee arising from or because of any action or inaction by such employee actually or allegedly committed in the scope of employment.*

Section 4. Officer/Paramedic on Duty. *When needed, as determined by the Fire Chief, the Employer will call in paramedic and officer replacements.*

Section 5. Payroll Deductions. *The Employer will allow payroll deduction to Firefighter's Community Credit Union" and other appropriate accounts as designated by the Association, upon agreement by the Employer.*

Section 6. Disciplinary Notice. *A disciplinary notice may remain in an employees' personnel folder for two (2) years in those cases where the disciplinary action is not a suspension and four (4) years in those cases where the disciplinary action is a suspension, providing there is no intervening disciplinary action during such time period. Once removed from the file, the disciplinary action may not be used in subsequent disciplinary cases.*

Section 7. Promotions. *The Employer will provide the Union one (1) set of promotional materials which will be made accessible at the main fire station for employees to review in preparation for promotional examinations. All applicants who successfully pass the promotional*

examination shall be required to pass a psychological examination. The purpose of such examination is to determine whether or not a successful candidate is capable of making command decisions. Such test will be administered within twenty (20) days after determining the successful candidate. The Employer shall administer the test through a psychologist of its own choosing. In the event of failure, the candidate may challenge the Employer's psychologists determination through a physician of his/her choosing. If there is a conflict in opinions, the parties shall select a competent psychologist who specializes in testing for a final and binding evaluation. The losing party shall pay the full cost of the examination. The psychological examination shall have no effect upon the score of the examination.

The total score utilized for the purpose of determining promotions will include the raw test score of each individual plus points based upon seniority. Evaluations will have no impact on the total score.

During the promotional probationary period, the employee shall be allowed to request a voluntary demotion for reasonable or good cause. The Employer shall not unreasonably deny such request.

Section 8. Selection of C Days. *Selection of C Days shall proceed by seniority alone without regard to rank. Employees may, at the Chief's discretion, be permitted to exchange C-Days within a work cycle if no other employee is scheduled for that C-Day selection and such exchange will not result in any overtime payments.*

Section 9. Health and Safety Committee. *There shall be a Health and Safety Committee consisting of four (4) members, two of which will be appointed by the Union and two (2) of which will be appointed by the Employer. The Health and Safety Committee will meet quarterly, or more or less often by mutual consent, and such meeting shall be scheduled at a time mutually convenient to both parties. The purpose of these meetings will be to discuss problems and objectives of mutual concern regarding health and safety conditions within the Fire Department but shall not serve as a forum for grievance presentation.*

Section 10. Probationary Period. *The probationary period shall be one (1) year.*

Section 11. Severance Benefits. *An employee who retires has the option to receive sick leave conversion payments, holiday leave pay and accrued unused leave within thirty (30) days upon retirement or in installments over the following three (3) calendar years.*

Employer's Position. The Employer is proposing that Section 7 of the Agreement be modified to include what it refers to as the "standard Civil Service Rule of one (1) and three (3) for selecting candidates for promotion to the position of Lieutenant or Captain in the City. It argues that this approach is the norm in other cities, and in fact many cities "have no limitation" or provide for no limitation in their charters. The Employer argues that by limiting the selection to an individual who scored highest on the test, does not take into account supervisory capability. The Employer proposes that Section 7 be modified as follows:

Section 7. Promotions. The Employer will provide the Union one (1) set of promotional materials which will be made accessible at the main fire station for employees to review in preparation for promotional examinations. All applicants who successfully pass the promotional examination shall be required to pass a psychological examination. The purpose of such examination is to determine whether or not a successful candidate is capable of making command decisions. Such test will be administered within twenty (20) days after determining the successful candidate. The Employer shall administer the test through a psychologist of its own choosing. In the event of failure, the candidate may challenge the Employer's psychologists determination through a physician of his/her choosing. If there is a conflict in opinions, the parties shall select a competent psychologist who specializes in testing for a final and binding evaluation. The losing party shall pay the full cost of the examination. The psychological examination shall have no effect upon the score of the examination.

The total score utilized for the purpose of determining promotions will include the raw test score of each individual plus points based upon seniority. Evaluations will have no impact on the total score. **The Civil Service Commission shall supply the names of the three (3) highest test scorers. The Employer shall select one (1) of the employees so named.**

During the promotional probationary period, the employee shall be allowed to request a voluntary demotion for reasonable or good cause. The Employer shall not unreasonably deny such request.

The Employer also proposes to modify Section 8 regarding C-days and limit the number of employees who can be off on a given day. It argues that now employees take off C days together, which results in short staffing and excessive overtime costs under the nine (9) minimum staffing requirements. (City Ex. 14) It argues that with ten (10) employees on a shift, the FLSA requires that every employee take off a C day (aka Kelly day) every nine (9) work days. "What happens, is these employees, instead of someone taking a day off every other day, will not take days off on a couple of days and schedule two (2) people off on more than just two (2) days, like three (3) or four (4)." (See Employer's Position Statement) The practice causes large amounts of unnecessary overtime costs to the City. The Employer argues no other surrounding city has a provision that allows firefighters to take C days off when they want to take them. (City Ex. 33) The Employer proposes the following modification to Section:

Section 8. Selection of C Days. Selection of C Days shall proceed by seniority alone without regard to rank. Employees may, at the Chief's discretion, be permitted to exchange C-Days within a work cycle if such exchange will not result in any overtime payments. **Not more than two (2) nor less than one (1) employee(s) shall be scheduled off on "C" days at the same time.**

Union's Position. The Union argues the rule on Section 7 has been in place for many years and there is no reason to have to make a change at this time. Under Section 8, but only in its package approach, the Union has demonstrated a willingness to require employees to spread out their taking of C-days with one employee being scheduled off each day of the week. The Union also argues that overtime costs could be reduced by hiring more firefighters.

Discussion. Section 7. There is no compelling evidence to depart from current language in this Section of the Article. The Union’s argument regarding this long-standing selection process is persuasive. There was no indication through the presentation of evidence and testimony that the current system produces leaders who cannot properly function. Section 8. However, the need to have employees spread out their use of C days due to the overtime costs appears reasonable from the standpoint of reducing unnecessary overtime costs. The City’s financial condition warrants moves that will reduce unnecessary costs. While I understand why employees may want to take off C-days together, the financial condition of the City and the overriding requirement to serve the needs of the public at a manageable cost must take precedent.

Issue 9 Article XXI, Fire Prevention Bureau

Current Language (CBA)

ARTICLE XXI
FIRE PREVENTION BUREAU

Section 1. *The Bureau shall be under the supervision of the Chief of Fire. The Lieutenant in Fire Prevention will be referenced as a Fire Inspector. Any other employee within the Bureau of Fire Prevention will be referenced as an Assistant Fire Prevention Officer.*

Section 2. *Employees in the Bureau of Fire Prevention shall work forty (40) hours per week. The normal forty (40) hour workweek shall be comprised into four (4) ten (10) hour workdays per week. The non-working fifth day of the normal Monday through Friday workweek shall be determined by the Chief of Fire for each employee. The workday hours shall be scheduled by the Chief of Fire.*

Section 3. *Employees in the Bureau of Fire Prevention shall be entitled to ten (10) hours of paid holidays for each of the holidays provided by this Agreement. Additionally, employees assigned to the Bureau shall receive three (3) personal days off of ten (10) hour shifts which must be scheduled within the calendar year.*

Employees may voluntarily work on Martin Luther King Day, President’s Day and/or Veteran’s Day holidays and exchange those holidays for other days off during the year mutually convenient and agreeable to the employee and the Fire Chief. In the event the employee elects to voluntarily work on any of the three (3) holidays contained in this Agreement, the parties agree such day shall consist of ten (10) hours for such staff employees. Moreover, the parties explicitly agree that the provisions for overtime pay for employees who work, on a holiday shall not be applicable to any Fire Prevention Bureau employee who voluntarily elects to switch the holiday and such three holidays worked in this Agreement would be at the Fire Prevention Bureau employee’s straight time rate of pay.

Section 4. *Employees in the Bureau of Fire Prevention shall be credited with sick leave of ten (10) hours for each month of service.*

Section 5. *All earned overtime by the employee beyond the normal forty (40) hour work week shall be governed by the overtime provision of the Agreement.*

Section 6. *Employees in the Bureau of Fire Prevention shall be provided with a clothing allowance of one thousand one hundred (\$1,100.00) dollars payable in July of each year.*

Section 7. *The Fire Inspector shall be paid at the same rate as a Lieutenant in the Fire Department and the Assistant Fire Prevention Officer shall be compensated with a five (5%) percent premium over the regular firefighter salary. The presently existing Lieutenant in Fire Prevention shall receive a two (2%) percent annual stipend on July 1st of each year, which shall be calculated for overtime rate purposes.*

During the term of this Agreement, the annual salaries shall be:

<i>Fire Inspector</i>	<i>Effective 1/1/09</i>
<i>After 48 months</i>	<i>74,807.00</i>

<i>Assistant Fire Prevention Officer</i>	<i>Effective 1/1/09</i>
<i>After 48 months</i>	<i>70,764.00</i>

Section 8. *Employees in the Bureau of Fire Prevention shall be governed by all other provisions of the Agreement other than those specified within this Article.*

Section 9. *Employees shall be allowed to schedule their vacations/personal days in not less than two (2) hour segments.*

Employer's Position. Section 1. Presently, the Supervisor of the Fire Prevention Bureau must be a Lieutenant and employees are required to be tested by Civil Service for Fire Prevention. The Employer proposes to delete the contractual requirement that there must be a Lieutenant in the Bureau. It proposes to that employees may be assigned to the Bureau by the Chief and should not be subject to Civil Service testing. The City argues that such a requirement is inappropriate in a labor contract. Section 2. The Employer also proposes that if there are less than two (2) employees assigned to work in the Bureau, then the work schedule shall be five (5), eight hour days, instead of four (4) ten hour days as it is currently. The Employer argues that four (4) ten (10) hour shifts limits coverage to four (4) days a week when the Bureau needs to cover five (5) days per week. Section 7. The Employer proposes to eliminate the two percent (2%) annual stipend for Fire Lieutenant in the Fire Prevention Bureau. The Employer argues that the present benefit under this section is "antiquated." (City Exs. 34 and 35)

Union's Position. The Union argues there is no need to change the current language and that the Employer is simply looking to eliminate a long standing provision without sufficient reason. The Union also proposes a new Section 10 as follows:

New Section 10. The Assistant Fire Prevention officer who maintains paramedic certification shall be granted \$1,500 annually and divided into the biweekly pay.

Discussion. The Employer's proposed changes under Sections 1 and 7 are not supported by the evidence. The elimination of Civil Service testing and requirements and taking away pay from a Lieutenant in charge is not reasonable given the evidence proffered by the City. However, under Section 2, the Employer's arguments go straight to the concept of better service to the public. The Bureau exists for the benefit of the public and five (5) day week coverage, versus the current four (4) day week coverage seems like a reasonable managerial approach to doing more under financial exigencies that may cause a reduction in staff to one in the Bureau.

Issue 10, Article XXIII, Duration

Current Language (CBA)

ARTICLE XXIII
DURATION OF AGREEMENT

Section 1. *This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Association and except as otherwise noted herein shall become effective on January 1, 2010, and shall remain in full force and effect until December 31, 2010, unless mutually agreed otherwise by the Employer and Union. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2010, notice of such a desire shall be given pursuant to this Article. If no notice seeking modification is given, then the Agreement shall remain in effect for another year, although notice may be given in any subsequent year prior to November 1, and the procedure stipulated herein shall then take effect.*

All Letter of Understanding, Memorandums of Understanding or amendments Agreements not specifically incorporated into this Agreement are null and void upon the implementation of the Agreement.

Employer's Position. The Employer proposes a one year agreement, running from January 1, 2010 to December 31, 2011. It argued that "SERB has only ordered fact finding to cover 2011" and it contends that at some point in time the year of 2010 must be resolved.

Union's Position. The Union proposes a three (3) year agreement from January 1, 2011 through December 31, 2013. (FF Ex. 12)

Discussion. This neutral's interpretation of SERB's extensive involvement of this case does not limit the fact finding to one year, 2011. Given what the parties have been through over the past two plus years, a period of more labor stability appears to be in order.

Issue 11, Letters of Understanding

See Letter of Understanding III and Memorandum of Understanding in CBA and current Letter of Understanding regarding manning is as follows:

LETTER OF UNDERSTANDING – IV

January 1, 1993

*Mr. James Astorino
Brook Park Fire Department
17401 Holland Road
Brook Park, Ohio 44142*

Re: Central Dispatching

Dear Mr. Astorino:

The City agrees to continue, the current nine (9) man minimum which will remain effective during the term of the Collective Bargaining Agreement. This letter reaffirms the January 1, 1993 letter from former Mayor Thomas Coyne regarding central dispatching.

Newly hired probationary employees will be given a field program not less than four (4) weeks as determined by the Chief to become familiar with the Brook Park Fire procedures and locales. During the field program, the probationary employee will not count against the nine (9) man minimum.

Very truly yours,

*Tom Coyne, Mayor
City of Brook Park*

Employer's Position. The Employer proposes to eliminate all Letters of Understanding (LOU). The City argues they should be eliminated as being unnecessary or exceedingly costly, particularly regarding a nine (9) man per shift minimum. The City points out that the nine (9) man minimum existed when the City had three (3) Fire Stations. At that time, there were two (2) employees assigned to the two (2) smaller outlying stations and five (5) assigned to the main station. The City argues that since it has had to eliminate one (1) of the smaller stations in April of 2011, which was formerly manned by two (2) firefighters, a nine (9) man minimum per shift is unnecessary. The City points out that the language of LOU IV "...requires nine (9) people to be on duty and requires the City to pay overtime for two (2) unnecessary people almost every day of the year. This smacks of the old-time featherbedding found on the railroads." (Employer's Position Statement and City Exs. 14, 15, 16, 17, 18) The overtime costs in the Fire Department will most likely exceed \$500,000 this year for what the City argues are unneeded services. The City not only believes the crew size should be reduced, it proposes to eliminate any contractual minimum staffing requirements. It argues such contractual requirements are not found in surrounding cities, which operate by department policy setting the number of firefighters on each shift. It contends this approach does not force these surrounding cities into a situation where firefighters have to be called into work for overtime per a collective bargaining agreement.

Union's Position. The Union is willing to consider a temporary reduction in manning to eight (8) firefighters for two (2) years, with being able to return to nine (9) man staffing at the end of that period. It contends the minimum manning provision has been in the Agreement for several years and despite the closing of one station, the geographical layout of the city requires the same minimum manning size in order to provide adequate and safe services to the public. The Union argues that minimum manning requirements are a fundamental matter of safety for the public and for the firefighters. The Union provided extensive documentation and testimony in support of its position. (FF Ex. 2)

Discussion.

Although the City is proposing to eliminate all three (3) LOUs the main issue is LOU IV, which requires a minimum staffing of nine (9) employees per shift. The facts in this case clearly convey several distinct realities. The City has been consistently losing population in every census since 1970, having lost over 33% population over the past 30 plus years. Moreover, its composition has changed substantially. Once populated by many younger and reasonably well paid auto workers and their families often employed at the nearby Ford engine plants, it now includes many more retired citizens on fixed incomes. And incomes of those who remain employed and pay taxes to the City, have incomes that after adjustment for inflation have

declined in the past several years. With the new Ford/UAW agreement in place there are hopes of adding a few hundred jobs back into Ford Engine Plant #1, however, it has been reported that many of these jobs may be filled by workers from reductions of some 250 in Plant #2 and the Walton Hills Ford Plant which will be closing and displacing some 400 workers. The Ford Engine plants have provided considerable revenue to the City over the past several decades, but now employ a fraction of the workers who were once on the job. According to data provided by the City, over the past ten (10) years, expenditures have exceeded revenue, a trend that appears will continue until costs match revenue. (City Ex. 1) No evidence of new sources of revenue were introduced into the record to offset these losses. In fact, threats of a PNC operations facility not renewing its lease and moving out of the City would result in even greater losses in revenue. The City's total revenue, having risen to between 20 and 21.7 million dollars from 2002 to 2007, has dropped to levels below that collected in 1999. In 1999 tax revenue was 18 million dollars a year and now it is in the 15 to 16 million dollar range. The City's loss of revenue is underscored by local government funds being significantly cut by the state of Ohio in the current biennium with no signs of restoration in the future. In addition the state of Ohio is eliminating the estate tax in 2013. In response to these declines the City, for the past 11 years, has had to reduce its workforce by approximately 19%, which as previously stated, is slated to be reduced by 26% in May of 2012. (City Ex. 10) According to the April 28, 2010 Brook Park Fire Department Evaluation, submitted into the record by the Union and authored by the Chief, the Department provides two main functions, fire suppression and EMS services. In this report the Chief, who did not appear at the hearing, argues for maintaining a 3 stations, and nine (9) man minimum during the current difficult economic times. The Chief indicates that a seven (7) man minimum will result in fire-fighting capabilities dropping exponentially and would place a limitation of EMS transports to Southwest General Health System and Kaiser Hospitals. In his recommendations the Chief also states:

“It is important to remember that no matter what decisions are made about stations and total manpower, a fire department has to maintain some type of minimum manning. Shrinking shift manpower levels while trying to maintain higher minimum manning levels will usually create overtime situations on certain days. Right now by keeping 11 man shifts and 9 man minimums, the City of Brook Park can save 42.8% of its current overtime budget by negotiating a contract change that lets one fire fighter (instead of the current 2) off per day on vacation. A contract change of requiring Holiday Time cash out option would also save overtime costs.”

In his recommendations the Chief also mentioned the possibilities of employing of part-time staff, but neither party brought this issue to fact finding. The evidence brought by the Union, including the Chief's report supports the maintenance of a minimum staffing level. However, the City's declining finances place it in a position to have to make tough choices. As stated above, the City is projected to have to provide services with 26% fewer people citywide. On April 27, 2011 it closed Fire Station 4, and is now down to two fire stations and apparently two transport zones. The minimum staffing provision has been part of the Agreement for several years, and in the past the Employer has proposed its elimination and previous fact finders have maintained it. Yet, all of those negotiations were conducted during pre-recession times when what has happened to the economy was not foreseen. These are very different times and they are challenging times for all the reasons previously mentioned. The Chief's report indicates he understands the need for safe and responsive staffing while urging the City to maintain three (3)

stations. However, as stated by the Employer the minimum was established when there were three (3) fire stations and now there are just two (2). The cities of Berea and Middleburg Heights, according to the Chief, have staffing minimums of five (5) in their fire departments, but it is clear that the geographic challenges of the City require a different staffing minimum, tempered by economic reality. As indicated in the Chief's report, reasonable limitations that spread vacation, holiday time, and days off (C-days or Kelly Days) would both cut down overtime and assure more fire fighters are available to work. It is not uncommon for vacations, holidays, and other days off to be chosen by seniority, with the most senior employees earning the right to choose more desirable days off from all of those available. While it is recognized that the Chief was basing his recommendations on somewhat different staffing numbers and his desire to maintain three (3) stations, the recommendations contained in this report regarding days off in large part are intended to conform to this approach as a practical way to address excessive overtime costs.

Given the totality of the evidence, minimum staffing requirements should be maintained, but should reflect a two (2) station configuration and it must take into consideration the City's real financial restraints. The current minimum manning Letter of Understanding expires with each termination date of the Collective Bargaining Agreement. With the sole exception of the Letter of Understanding on Physicals, it appears that the other Letter of Understanding that is date and employee specific regarding past years may no longer be needed. However, that is up to the parties to determine. Whether the Letter of Understanding on minimum manning was ever proposed as a permanent provision in the Agreement, instead of a Letter of Understanding is unclear from the evidence submitted into the record. The longevity of the Letter, and the evidence of its integral importance to the operation of the Department warrant a more permanent status, but one which reflects the reality of current configuration of fire stations and the financial resources of the City. And, while the neutral recognizes that many other surrounding communities address minimum manning in policy and not contractually, it cannot be denied that the concept has been an integral part of the parties' bargaining history. Like so many other cities in Ohio, the new realisms of a transforming economic and demographic landscape require a serious reassessment of how the City must define itself in the future. The City has shrunk in population and in revenue in a very real and long-lasting sense, which is not necessarily a negative if management and labor recognize the need to change how they do business. And like the American Auto Industry, the new post-recession reality appears to support the City's genuine need to gain operational flexibility in staffing and in other areas to reduce unnecessary costs and to become more efficient while maintaining the safety of its citizens.

SEE RECOMMENDATIONS PAGES 31 THROUGH 43.

ALL CHANGES IN BOLD LANGUAGE EXCEPT DELETED SECTIONS OF CURRENT LANGUAGE WHICH ARE NOT IDENTIFIED AS SUCH AND MUST BE COMPARED WITH CURRENT LANGUAGE.

RECOMMENDATIONS

Issue 1 RECOGNITION

Modification

ARTICLE II RECOGNITION

Section 1. The Employer hereby recognizes the Association as exclusive representative for negotiating wages, hours of work and other terms and conditions of employment for all employees of the Employer's Division of Fire with the rank of Lieutenant or below, excluding all other employees of the Employer.

Section 2. When Council establishes any new rank below that of Lieutenant, the salary for such position shall be established through negotiations by the parties. If the parties are unable to agree upon the new rate within thirty (30) days after creation of the rank, Council will establish such salary. If the Association disagrees with the salary set by Council, the issue shall be subject to the grievance-arbitration procedure of Article VIII of this Agreement beginning with the Mayor's level.

Issue 2 OVERTIME

ARTICLE X OVERTIME

*When a full time employee is required to work in excess of the employee's regularly scheduled work hours under Article IX of this Agreement, such employee shall receive an overtime payment at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for each hour worked based on a **forty-eight (48)** hour workweek. Court time will be paid on an hour-for-hour basis, a minimum of two (2) hours' pay for each such appearance, providing such time does not abut the employee's regularly scheduled work day.*

Maintain Current LanguageModification**ARTICLE XII**
VACATION

Section 1. All full-time employees shall be granted the following vacation leave, with pay, for each year based on length of service with the Employer. Vacation shall be taken at a time mutually convenient to the Employer and the employee. During the vacation selection process, employees shall be permitted to “float” four (4) vacation selections into the calendar year in which they shall be taken, or subject to the terms of Section 4 of this Article.

<u>Years of Service</u>	<u>Length of Vacation</u>
After 1 year	2 weeks
After 5 years	3 weeks
After 10 years	4 weeks
After 18 years	5 weeks

Section 2. Compensation for vacation shall be based upon forty-eight (48) hours of pay at the employee’s regular hourly rate for each week of vacation.

Section 3. Any break in service by an employee will result in a forfeiture of all accumulated years of service. Break in service shall mean retirement or resignation by an employee or termination by the Employer which is final.

Section 4. Accumulation. Vacation shall be taken in the calendar year following the calendar year in which it is earned, except that all employees of the Division of Fire may accumulate up to three times annual vacation, provided that in no event shall such accumulation exceed ten (10) weeks.

Accrued vacation time in excess of accumulation permitted by the preceding paragraph, and carried over into the following calendar year, shall be forfeited.

Accrued time in the vacation account of each employee shall be paid at the rate of one-fifty second (1/52) of his current salary for each week, twenty-four (24) times his current hourly earning rate for each day, and the appropriate percentage of twenty-four (24) times his current

hourly earning rate for each partial day, at the time of the employee's retirement, termination or resignation or to his estate in the case of the employee's death.

Modification

ARTICLE XIII
HOLIDAYS

Section 1. All full-time employees shall receive the following Employer approved holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Christmas Day
Memorial Day	
Independence Day	
Veteran's Day	

The line division employees shall receive holiday leave, with regular compensation, in the amount of one hundred forty-four (144) hours holiday leave, which shall be scheduled on the days chosen by the employee.

Section 2. Holiday leave shall be scheduled off after all vacation leave has been apportioned, and shall be selected according to seniority. Holiday leave shall be taken in not less than two (2) hour increments. **No more than one (1) employee shall be allowed of on vacation or holidays at the same time. Holiday time unable to be scheduled shall be governed by Section 4, below.**

Section 3. Any full-time employee who actually works on one of the holidays enumerated in Section 1 will be compensated at the overtime rate defined in Article X, Section 1, for the hours actually worked on the holiday. Any full-time employee who is working overtime on one of the holidays enumerated in Section 1 will be compensated an additional one-half (1/2) of their normal rate.

Section 4. All holiday leave not taken prior to December 1st of each year, nor scheduled to be taken prior to the end of each year, shall be compensated in cash money in the first pay period of December, and such payment shall be separate and distinct from any other regular compensation to be received.

Section 5. Upon separation or retirement of an employee, such employee shall receive, in cash money, compensation for any unused holiday leave which has accrued to the benefit of that employee.

ModificationARTICLE XIV
COMPENSATION

Section 1. The annual salary paid to Firefighters shall be as follows: ***Indicates the new lower salary range applicable to firefighters hired after 1/1/12, with the “After 48 months” step remaining at the 1/1/11 level. Firefighters hired prior to 1/1/12 shall have their 1/1/12 and 1/1/13 raises and step progressions based upon the previous 2009 schedule.**

FF/Paramedic Certified	1/1/11	Retroactive to 1/1/12 (2% increase)	Effective 1/1/13 (2% increase)
Start	48,000.00 *	48,960.00	49,939.00
After 12 months	52,000.00 *	53,040.00	54,101.00
After 24 months	57,000.00*	58,140.00	59,303.00
After 36 months	62,000.00*	63,240.00	64,505.00
After 48 months	67,394.00	68,742.00	70,117.00

Any employee with less than forty-eight (48) months of service shall remain in the step that provides the same dollar amount the employee was receiving prior to this new scale, plus the wage increase. The employee will then move from that step to higher steps based on the time requirements provided. No employee shall be required to return to a previous step.

In addition to the above salaries, all employees shall receive longevity in the following amounts at the time period so specified, which shall be divided into the employees' bi-weekly pay and included in the calculation of overtime rates.

After 5 years	\$560.00
After 10 years	\$1,271.00
After 15 years	\$1,986.00
After 20 years	\$2,697.00
After 25 years	\$3,410.00

FF/Certificate or Proficiency (Non-paramedic)	1/1/11: \$64,870 Retro 1/1/12: \$66,167 Eff 1/1/13: \$67,491
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FF/Assoc., BA or Masters	1/1/11 \$66,142 Retro 1/1/12: \$67,465 Eff 1/1/13: \$68,814
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(Non-paramedic)	
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FF EMT Qualif. (Non-paramedic)	Effective 3/1/12	Retro 1/1/12 (2% increase)	Eff 1/1/13 (2% increase)
Start	44,640.00*	45,533.00	46,444.00
After 12 months	48,360.00*	49,327.00	50,314.00
After 24 months	53,010.00*	54,070.00	55,151.00
After 36 months	58,000.00*	59,160.00	60,343.00
After 48 months	63,598.00	64,870.00	66,167.00

Section 2. Differential. The Employer will maintain an eleven (11%) percent differential between the top Firefighter's salary and the Lieutenant Salary. The pay schedule for Lieutenant shall be:

Lieutenant	Effective 1/1/11	Retro 1/1/12 (2% increase)	Eff 1/1/13 (2% increase)
	74,807.00	76,303.00	77,829.00

In addition, any Lieutenant who maintains paramedic certification, shall be granted \$2,100 annually and divided into the biweekly pay.

Section 3. Officer in Charge. The one (1) Lieutenant who actually is present and serves as the shift officer in charge shall receive an additional three percent (3%) premium per shift which will be added to their regular rate of pay. A junior Lieutenant who is normally assigned to that shift has preference and will be assigned as shift officer for purposes of this pay stipend even though a senior lieutenant from another shift is working due to shift trade, such time or otherwise.

Section 4. Break in Service. Any break in service by an employee will result in a forfeiture of all accumulated longevity time. Break in service shall mean retirement or resignation by an employee or termination by the Employer which is final.

Section 5. Extra Training Pay.

(A) All full-time employees who desire to attend classes for extra training pay, except paramedic schooling, under this Section shall attend classes on their own time and/or compensatory time previously earned. Such employees shall not be awarded overtime for classes attended on their own time.

If an employee wishes to attend classes when scheduled for duty, using compensatory time, it shall first be determined by the Fire Chief with concurrence of the Safety Director, that

sufficient manpower is available, but if the employee has not accumulated compensatory time and still desires to attend classes during scheduled working hours, the employee must agree to reimburse the City for the time missed while attending classes.

The agreement to reimburse the City must be in the form of a notarized affidavit signed by the employee. The reimbursement must take place within ten (10) months from the date the employee first missed work to attend class, or prior to termination of employment with the City of Brook Park, whichever occurs earlier.

(B) Provided, however that extra training pay to employees with a fire certificate or with an associate degree shall not be made available to employees hired after December 31, 1989.

(C) Payment for attendance at paramedic classes.

(1) Any employee shall be given the opportunity to discontinue his paramedic card based on seniority of paramedic certification. The paramedic with the most time served as a paramedic shall be given the first opportunity to be able to discontinue his paramedic card, provided that this procedure will not result in an excessive amount of overtime. However, this process shall have no bearing on the status of EMT cards which will be maintained in accordance with Departmental policy.

Section 6. These schedules shall reflect the payments of base salary, cost-of-living bonus and E.M.T. allowance.

Section 7. Payments for an Associate's Degree, Bachelor's Degree and Master's Degree are only for degrees relating to fire technology.

Issue 7 **INSURANCE**

Modification

ARTICLE XV **INSURANCE**

Section 1. Hospitalization Insurance.

(a) **During 2011**, The Employer will provide and pay for the full premium on behalf of each full-time employee for single or family hospitalization and medical service coverage pursuant to Exhibit A., which provides for increased deductibles and out-of-pocket maximums effective January 1, 2011.

- 1) Tier 1 - \$10.00 deductible
- 2) Tier 2 - \$20.00 deductible
- 3) Tier 3 - \$35.00 deductible

- 4) Maintenance drugs – by mail order only; mandatory program.

The City shall have the right to choose an alternative insurance carrier and/or provide other delivery systems, after discussion with the Association, provided that the benefits in such new policy are substantially similar to the current policy.

- (b) Finally, the Employer and all of its constituent unions and employees will form a committee to review health care and shall determine, on an annual basis, whether or not coverage as written shall be maintained. Additionally, the purpose of this committee shall be to review and help to contain health care costs.
- (c) **Effective February 1, 2012, the Employer shall pay ninety (90%) percent of the hospitalization and medical coverage pursuant to Exhibit B and the full premium for the coverage pursuant to Exhibit C.**

Section 2. Dental Insurance. The Employer will provide each member of the Division dental insurance coverage under the current plan or substantially similar plan and/or other delivery systems which includes a fifty (\$50.00) dollar deductible with eighty (80%) percent payment on all services to one thousand (\$1,000.00) dollars per year and sixty (60%) percent payment toward orthodontia care to a lifetime maximum of one thousand five hundred (\$1,500.00) dollars. The Employer will pay the equivalent of the premium for employee and family coverage and orthodontia coverage.

Section 3. Life Insurance.

- (d) The Employer will provide and pay the full premium for all full-time employees for a convertible life insurance policy in the face value of twenty-five thousand (\$25,000.00) dollars.

(b) The City will provide and pay the full premium for a paid up life insurance policy in the face amount of Five Thousand Dollars (\$5,000.00) for each employee covered by this Agreement upon such employee’s retirement.

Section 4. Vision Care. The Employer shall provide a vision care program, under the current program or a substantially similar program as follows:

<u>Coverage</u>	<u>Age 18 and Under</u>	<u>Age 19 and Over</u>
Exam	Every 12 months	Every 12 months
Frames to \$60	Every 12 months	Every 24 months
Lenses	Every 12 months	Every 12 months
Contact Lenses to \$100	Every 12 months	Every 12 months

Section 5. Retirees. All employees who retired prior to the effective date of this Agreement (January 1, 2008), shall continue to receive a contribution towards their retiree health insurance premiums not to exceed four hundred (\$400.00) dollars per month. Employees who are eligible to retire prior to July 31, 2008 with twenty-five (25) years of service and forty-eight (48) years of age, who elected to continue working shall be eligible for the above premium contribution after they retire until the age of sixty-five (65) when they become eligible for Medicare, which at that time, this premium contribution shall cease.

Issue 8 Miscellaneous

Modification

ARTICLE XVII
MISCELLANEOUS

Section 1. Medical Examination. In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination.

Section 2. Telephones. During the term of this Agreement, the Employer shall not change the provisions of Ordinance Number 5134-1977, requiring police and fire employees to install a telephone in their residence. However, a cellular telephone may be used in lieu of an installed telephone line.

Section 3. Suits Against Employees. Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement for any liability arising from or because of any claim or suit brought against such employee arising from or because of any action or inaction by such employee in the scope of employment. The Employer shall also provide legal counsel and pay all expenses for the defense of any claim or suit brought against any such employee arising from or because of any action or inaction by such employee actually or allegedly committed in the scope of employment.

Section 4. Officer/Paramedic on Duty. When needed, as determined by the Fire Chief, the Employer will call in paramedic and officer replacements.

Section 5. Payroll Deductions. The Employer will allow payroll deduction to Firefighter's Community Credit Union and other appropriate accounts as designated by the Association, upon agreement by the Employer.

Section 6. Disciplinary Notice. A disciplinary notice may remain in an employees' personnel folder for two (2) years in those cases where the disciplinary action is not a suspension and four (4) years in those cases where the disciplinary action is a suspension, providing there is no

intervening disciplinary action during such time period. Once removed from the file, the disciplinary action may not be used in subsequent disciplinary cases.

Section 7. Promotions. The Employer will provide the Union one (1) set of promotional materials which will be made accessible at the main fire station for employees to review in preparation for promotional examinations. All applicants who successfully pass the promotional examination shall be required to pass a psychological examination. The purpose of such examination is to determine whether or not a successful candidate is capable of making command decisions. Such test will be administered within twenty (20) days after determining the successful candidate. The Employer shall administer the test through a psychologist of its own choosing. In the event of failure, the candidate may challenge the Employer's psychologists determination through a physician of his/her choosing. If there is a conflict in opinions, the parties shall select a competent psychologist who specializes in testing for a final and binding evaluation. The losing party shall pay the full cost of the examination. The psychological examination shall have no effect upon the score of the examination.

The total score utilized for the purpose of determining promotions will include the raw test score of each individual plus points based upon seniority. Evaluations will have no impact on the total score.

During the promotional probationary period, the employee shall be allowed to request a voluntary demotion for reasonable or good cause. The Employer shall not unreasonably deny such request.

Section 8. Selection of C Days. Selection of C Days shall proceed by seniority alone without regard to rank. Employees may, at the Chief's discretion, be permitted to exchange C-Days within a work cycle **if such exchange will not result in any overtime payments. Not more than two (2) nor less than one (1) employee(s) shall be scheduled off on "C" days at the same time.**

Section 9. Health and Safety Committee. There shall be a Health and Safety Committee consisting of four (4) members, two of which will be appointed by the Union and two (2) of which will be appointed by the Employer. The Health and Safety Committee will meet quarterly, or more or less often by mutual consent, and such meeting shall be scheduled at a time mutually convenient to both parties. The purpose of these meetings will be to discuss problems and objectives of mutual concern regarding health and safety conditions within the Fire Department but shall not serve as a forum for grievance presentation.

Section 10. Probationary Period. The probationary period shall be one (1) year.

Section 11. Severance Benefits. An employee who retires has the option to receive sick leave conversion payments, holiday leave pay and accrued unused leave within thirty (30) days upon retirement or in installments over the following three (3) calendar years.

Modification

ARTICLE XXI
FIRE PREVENTION BUREAU

Section 1. The Bureau shall be under the supervision of the Chief of Fire. The Lieutenant in Fire Prevention will be referenced as a Fire Inspector. Any other employee within the Bureau of Fire Prevention will be referenced as an Assistant Fire Prevention Officer.

Section 2. Employees in the Bureau of Fire Prevention shall work forty (40) hours per week. The normal forty (40) hour workweek shall be comprised into four (4) ten (10) hour workdays per week. The non-working fifth day of the normal Monday through Friday workweek shall be determined by the Chief of Fire for each employee. The workday hours shall be scheduled by the Chief of Fire. **In the event there are less than two (2) employees assigned to the Bureau, the work schedule shall be eight (8) hours per day, five (5) days per week.**

Section 3. Employees in the Bureau of Fire Prevention shall be entitled to ten (10) hours of paid holidays for each of the holidays provided by this Agreement. Additionally, employees assigned to the Bureau shall receive three (3) personal days off of ten (10) hour shifts which must be scheduled within the calendar year.

Employees may voluntarily work on Martin Luther King Day, President's Day and/or Veteran's Day holidays and exchange those holidays for other days off during the year mutually convenient and agreeable to the employee and the Fire Chief. In the event the employee elects to voluntarily work on any of the three (3) holidays contained in this Agreement, the parties agree such day shall consist of ten (10) hours for such staff employees. Moreover, the parties explicitly agree that the provisions for overtime pay for employees who work, on a holiday shall not be applicable to any Fire Prevention Bureau employee who voluntarily elects to switch the holiday and such three holidays worked in this Agreement would be at the Fire Prevention Bureau employee's straight time rate of pay.

Section 4. Employees in the Bureau of Fire Prevention shall be credited with sick leave of ten (10) hours for each month of service.

Section 5. All earned overtime by the employee beyond the normal forty (40) hour work week shall be governed by the overtime provision of the Agreement.

Section 6. Employees in the Bureau of Fire Prevention shall be provided with a clothing allowance of one thousand one hundred (\$1,100.00) dollars payable in July of each year.

Section 7. The Fire Inspector shall be paid at the same rate as a Lieutenant in the Fire Department and the Assistant Fire Prevention Officer shall be compensated with a five (5%)

percent premium over the regular firefighter salary. The presently existing Lieutenant in Fire Prevention shall receive a two (2%) percent annual stipend on July 1st of each year, which shall be calculated for overtime rate purposes.

During the term of this Agreement, the annual salaries shall be:

Fire Inspector	Effective 1/1/11	Effective 1/1/12	Effective 1/1/13
After 48 months	74,807.00	76,303.00	77,829.00

Assistant Fire Prevention Officer	Effective 1/1/11	Effective 1/1/12	Effective 1/1/13
After 48 months	70,764.00	72,179.00	73,623.00

Section 8. Employees in the Bureau of Fire Prevention shall be governed by all other provisions of the Agreement other than those specified within this Article.

Section 9. Employees shall be allowed to schedule their vacations/personal days in not less than two (2) hour segments.

Issue 10 Duration

Modification, Renumber Article to XXIV from XXIII

ARTICLE XXIV
DURATION OF AGREEMENT

Section 1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Association and except as otherwise noted herein shall become effective on **January 1, 2011**, and shall remain in full force and effect until **December 31, 2013**, unless mutually agreed otherwise by the Employer and Union. If either party desires to make any changes in the Agreement for a period subsequent to **December 31, 2013**, notice of such a desire shall be given pursuant to this Article. If no notice seeking modification is given, then the Agreement shall remain in effect for another year, although notice may be given in any subsequent year prior to November 1, and the procedure stipulated herein shall then take effect.

Issue 11 Letters of Understanding and Memorandum of Understanding

Maintain current Letters of Understanding (LOU) III, and Memorandum of Understanding (unless otherwise eliminated by mutual agreement of the parties). Delete LOU IV and replace with a contractual provision:

New Article XXIII

**Article XXIII
Minimum Manning**

Section 1. As long as the City continues to operate the current number of fire stations, the Employer shall maintain a schedule of not less than seven (7) firefighters to be on duty and to be assigned firefighter/paramedic duties.

TENTATIVE AGREEMENTS

Any tentative agreements reached by the parties during negotiations or during the impasse proceedings, and any unchanged current language are part of the recommendations contained in this report.

The fact finder respectfully submits the above recommendations to the parties this _____ day of February 2012 in Portage County, Ohio.

Robert G. Stein, Fact finder

TENTATIVE AGREEMENTS

Any tentative agreements reached by the parties during negotiations or during the impasse proceedings, and any unchanged current language are part of the recommendations contained in this report.

The fact finder respectfully submits the above recommendations to the parties this 16th day of February 2012 in Portage County, Ohio.

A handwritten signature in black ink, appearing to read "Robert G. Stein". The signature is written in a cursive style with a large, sweeping initial "R".

Robert G. Stein, Fact finder