

\*Received after business hours on 4/13/16, processed next business day\*

**IN THE MATTER OF FACT-FINDING  
BETWEEN**

<b>CITY OF PARMA</b>	)	<b>CASE NO. 2015-MED-01-0033</b>
	)	
	)	
<b>AND</b>	)	<b><u>FINDINGS</u></b>
	)	<b>AND</b>
	)	<b><u>RECOMMENDATIONS</u></b>
<b>INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 639</b>	)	
	)	

**JAMES M. MANCINI, FACT-FINDER**

**APPEARANCES:**

**FOR THE PARMA PROFESSIONAL FIREFIGHTERS**

**Patrick M. Lovejoy, Union Representative**

**FOR THE CITY OF PARMA**

**Patrick J. Hoban, Attorney for City**

## **SUBMISSION**

This matter concerns fact-finding proceedings between the City of Parma (hereinafter referred to as the City) and the International Association of Fire Fighters, Local 639 (hereinafter referred to as the Union or IAFF). The undersigned was appointed as fact-finder in this matter by the State Employment Relations Board (SERB). The fact-finding hearing was held on February 26, 2016 in Parma, Ohio.

The fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceedings, this fact-finder attempted mediation of the issues at impasse. The issues which remain for this fact-finder's consideration are more fully set forth in this report.

The bargaining unit consists of all full-time employees in the City of Parma Fire Department including the Firefighters, Fire Lieutenants, Fire Inspectors and Fire Captains. There are approximately 105 employees in the bargaining unit.

This fact-finder in rendering the following findings and recommendations has taken into consideration the criteria set forth in Ohio Revised Code Section 4117(G)(6)(7). The parties agreed at the fact-finding hearing that this fact-finder could issue his recommendations and findings in summary fashion based upon the tentative agreements reached during the fact-finding hearing.

**BACKGROUND**

At the fact-finding hearing, the City maintained that due to the Great Recession and the ongoing state funding cuts, through 2014, it has lost almost 4 million dollars in annual state funding. Since then, increased wage and benefit costs blunted the City's recovery and has drained the General Fund carryover. In 2015, the City balanced its budget through the use of 2.7 million dollars in one-time revenues and implemented a trash fee. Even with those additional revenues, and 2016 concessions from other employee unions, the City projects a dwindling General Fund carryover. The City contends that its fiscal circumstances require concessions and can support only the limited wage increases it proposed and that it requires the concessions to stabilize the finances.

The Parma Professional Fire Fighters said that they recognize that the City of Parma along with every other city across the State of Ohio was affected by the economic recession. However, Local 639 points out this was six years ago. Revenues for the City of Parma have slowly increased. Growth in new business, jobs and profit sharing increases in one of the City's largest revenue sources (Chevrolet Plant) and growth at the University / Parma Medical Center have helped generate increased revenue.

The Union further argues that members of Local 639 have experienced a significant reduction of salary due to manpower reductions and cost cutting measures by the Fire Administration. The Fire Department budget has not increased in five years.

Local 639's position is that the City cannot continue to balance the budget on the backs of the firefighters who have already given back due to the reduction of their manpower. Considering the disparity of pay between the Division of Fire and the Police Department and its ranks, the Parma Professional Fire Fighters' proposals for increases in officer differential pay and paramedic pay are more than justified.

The above positions of the parties represent a summary of their arguments presented at the fact-finding hearing. In rendering his recommendations on the outstanding issues, this fact-finder has taken into consideration all evidence and arguments made by the parties at the hearing. To reiterate, the following recommendations are based on the understandings and tentative agreements reached by the parties during mediation which was conducted during the fact-finding proceedings.

**RECOMMENDATIONS**

**1. ARTICLE 25 – SALARY SCHEDULE AND SUPPLEMENTS**

Wages

Year 1	0%
Year 2	1%
Year 3	2%

**2. ARTICLE 25 – SALARY SCHEDULES AND SUPPLEMENTS**

- a. Section 25.01 – Amend Section 25.01 to read as follows:

Effective January 1, 2016, Lieutenants and Fire Inspectors shall be paid at an annual rate that is 13% above that paid to “FF 5<sup>th</sup> yr” in this Agreement.

Effective January 1, 2016, Captains shall be paid at an annual rate that is 16% above that paid to “Lieutenants” in this Agreement.

- b. Section 25.05 – Delete Section 25.05 in its entirety.
- c. Sections 25.01, 25.02, 25.03 and 25.04 – Amend to create annual wage rates and related hourly rate calculations for the following:

Firefighter

Lieutenant/Inspector

Captain

**3. ARTICLE 17 – SICK LEAVE AND SICK LEAVE CONVERSION**

Section 17.09 – Add the following:

During calendar year 2016, employees may not convert accrued sick leave to cash payments. This prohibition does not apply to employees who are within three (3) years of a service retirement through the Ohio Police & Fire Pension Fund.

**4. ARTICLE 23 – UNIFORM MAINTENANCE ALLOWANCE**

Section 23.02 – Add the following:

Employees will not receive this payment in calendar year 2016.

**5. ARTICLE 26 – WORKWEEK, OVERTIME, COMPENSATORY TIME**

Add the following:

Employees may not request payment for accrued compensatory time during calendar year 2016 except for employees who are within three years of a years of service retirement under the Ohio Police and Firefighters Pension Fund rules.

**6. ARTICLE 27 – EDUCATIONAL AND OCCUPATIONAL WAGE SUPPLEMENTS**

a. Section 27.02 – Delete Section 27.02 and include \$400.00 EMT-B pay in base pay Firefighters, Lieutenants/Inspectors, and Captains.

b. Section 27.03 – Amend Section 27.03 to read as follows:

All state-certified Emergency Medical Technician-Paramedic (EMT-P) card carriers shall receive an additional **five one** hundred dollars (**\$5100**) per year.

c. Section 27.05 – Revise section 27.05 to read as follows:

Employees who are assigned to ambulance duty shall, in addition to their regular pay, receive ~~two dollars (\$2.00) for each hour so worked~~ the following:

Effective January 1, 2016: Eight percent (8%) of the hourly rate paid to a Firefighter at the fifth year rate for each hour so worked.

Effective January 1, 2017: Nine percent (9%) of the hourly rate paid to a Firefighter at the fifth year rate for each hour so worked.

**CONCLUSION**

In conclusion, this fact-finder hereby renders his recommendations on the outstanding issues presented. He also recommends that all previous tentative agreements reached between the parties be incorporated in their Agreement.

**APRIL 13, 2016**

**James M. Mancini /s/  
James M. Mancini, Fact-Finder**

**JAMES M. MANCINI**  
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April 13, 2016

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CITY OF PARMA	)	CASE NO. 2015-MED-01-0033
	)	
AND	)	
	)	<u>FINDINGS</u>
INTERNATIONAL ASSOCIATION	)	AND
OF FIRE FIGHTERS, LOCAL 639	)	<u>RECOMMENDATIONS</u>

**FEE STATEMENT:**

Hearing (1 day).....	\$ 950.00
Study & Preparation of Report (2 day-includes post-hearing discussions).....	\$ 1,900.00
Expenses:	
Transportation (44 miles x \$.55/mile) ...	\$ 24.20
Meals (1).....	\$ 12.28
<b><u>TOTAL.....</u></b>	<b><u>\$ 2,886.48</u></b>

**PAYABLE BY THE CITY (1/2)..... \$ 1,443.24**

**PAYABLE BY THE UNION (1/2)..... \$ 1,443.24**

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James M. Mancini /s/  
James M. Mancini, Fact-Finder  
Federal ID # 84-1661482

