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STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In Regard to the Matter of the Fact-Finding Between:

THE CITY OF SOLON)	97-MED-05-0596
)	
-AND-)	
)	
SOLON FIREFIGHTERS)	
ASSOCIATION)	

APPEARANCES

For The City

Joseph F. Lencewicz	Labor Relations/Representative
Frank G. Zupan	Chief - Solon Fire Department
Dennis J. Tellep	Director of Finance
David A. Morris	Human Resources Coordinator

For the Association

Susannah Muskovitz, Esq.,	Attorney
Charles Taylor	President Solon Firefighters, Local 2079, IAFF
Eric Ekstrand	Lieutenant
Al Benedict	Inspector
Michael Sager	Firefighter/Paramedic

BEFORE ALAN MILES RUBEN, FACT-FINDER

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Insurance"; Article 10, Section B - "Uniforms and Safety Shoe Allowance"; Article 15, Sections A & B - "Modification and Negotiation Procedures"; Article 23 - "Term Of The Agreement"; (Term to commence on January 1, 1998 and continue through December 31, 2000); "Memorandum of Understanding on Vacation and Holidays and on Time-Off Selections"; "Memorandum of Understanding," (Changing Administrative Guidelines 2.2D,1); "Memorandum of Understanding," (Establishing a Joint-Committee to insure employees maintain certain physical standards), and "Salary Schedule," (Implementing a 3.5% "across-the-board" wage increase in each of the three years of the Contract).

The parties further agreed that except for the Articles dealing with the disputed issues set forth below, all other terms of the expired Contract were to be carried forward and incorporated into the new Agreement, mutatis mutandis.

The parties were unsuccessful in resolving issues pertaining to overtime calculation (Article 6, Section A, Clause 2; "Paramedic Pay" (Article 6, Section J); "Rank Differential" (Article 6, Section 2); "Vacations" (Article 8, Section A) and "Holidays" (Article 8, Section B).

But, the parties also tentatively agreed that changes in all provisions relating to compensation and benefits were to be made retroactive to January 1, 1998.

On June 11, 1997 the undersigned had been appointed Fact-Finder by the State Employment Relations Board, but postponed intervention while the parties continued their efforts to

BACKGROUND

The City of Solon is a chartered municipality occupying some twenty-two square miles in the southeast quadrant of Cuyahoga County. Among other services, it is responsible for provision of fire protection to its approximately 22,800 residents.

The present complement of thirty-one non-probationary Firefighter/Paramedics, one Firefighter/Emergency Medical Transport, seven Lieutenants and two Captains form a forty-one member Collective Bargaining Unit exclusively represented by the International Association of Firefighters Local 2079 pursuant to certification in 1984 by the State Employment Relations Board.

The parties are signatory to a Collective Bargaining Agreement effective as of January 1, 1995 for an initial term which expired on December 31, 1997.

The parties met on seven occasions to negotiate a successor Contract - June 4th, 20th and 27th, July 3rd and 9th, August 29th and September 23rd - but were unsuccessful in resolving all issues.

The parties had reached agreement on proposals to amend Article 2 - "Union Membership, Meetings and Dues"; Article 6, Sections B, E & K - "Compensation"; (Fire Prevention Bonus increased from \$1,040.00 to \$2,000.00 per year for members appointed to Fire Prevention Bureau on forty hour weekly schedule); Article 7, Section C - "Sick Leave, Injury Leave and Bereavement Leave"; Article 9, Section H - "Health Care

reach agreement under appropriately filed extensions of time to conduct the fact-finding hearings.

Finally, the parties declared impasse and at their direction the undersigned convened a mediation session on October 24, 1997.

Timely in advance of the session, the parties provided the Fact-Finder with the statements required by Ohio Revised Code Section 4117.14(C)(3)(a), and Ohio Administrative Code 4117-9-05(F).

At the proceeding, the Fact-Finder was unsuccessful in resolving the contested issues, and, with the consent of the parties scheduled an evidentiary hearing for November 11, 1997.

The Fact-Finder requested the parties to submit additional budgetary and comparative data with respect to each of the remaining economic issues. The parties complied in a timely and forthright manner.

The evidentiary hearing was held as scheduled, and at the conclusion thereof, the parties agreed to file post-hearing briefs. With the receipt of those briefs on December 29, 1997, the Fact-Finder declared the fact-finding proceedings closed, and the parties extended the time for submission of his report until January 31, 1997.

In making his recommendations on all the unresolved issues the Fact-Finder has been guided by the factors set forth in O.R.C. Section 4117.14(C)(4)(e), and Ohio Administrative Code, Section 4117-9-05(K) namely:

"(a) Past collectively bargained agreements, if any, between the parties;

"(b) Comparison of the unresolved issues relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

"(c) The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

"(d) The lawful authority of the public employer;

"(e) The stipulations of the parties; and

"(f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment."

COMPARABLE COMMUNITIES

One significant inquiry required to be made by the Fact-Finder is how the number of holidays, the length of vacations, and the amount of pay applicable to rank differentials, paramedic services and overtime assignments provided by the Solon Fire Department compare with the counterpart benefits offered by comparable communities.

Both parties submitted lengthy lists of communities deemed comparable. The Fact-Finder observes that, not unexpectedly, most of the City's nominees have Departments

offering terms less favorable than those available in Solon. In contrast, Departments providing benefits more favorable than those available in Solon predominate among the Union's candidates.

Two examples of the process of selection and omission on the basis of whether a Department offers terms more or less favorable than Solon illustrate the phenomenon. While Solon's Fire Department has some forty-one members, communities suggested as comparative models included the City of Aurora, located in Portage County, which has five full-time members, and the City of Shaker Heights which has seventy.

Further, Solon with some 22,800 residents, was sought to be compared with both Independence with 6,800 inhabitants and Cleveland Heights with 54,000 residents.

The choice of representative communities is not easily made.

This Fact-Finder believes that ideally comparable communities ought to be located nearby in the same labor market and county, be of similar territorial size and population density, draw upon similar resources and tax bases, have a similar mix of commercial, industrial and residential properties with similar need for fire protection and paramedic services, and maintain similarly sized Fire Departments.

Unfortunately, developing a list of comparable communities which meet all of these criteria is seldom possible, and the selection process is further complicated because information relevant to disputed issues may not

necessarily be available from a community which does meet the criteria.

However, six communities were common to the lists submitted by each party - Brooklyn, Brook Park, North Olmsted, Strongsville, Willoughby and Westlake, and the Fact-Finder accepts these nominees as adequate representatives for purposes of making external comparisons.

The relevant information about these communities are portrayed in the chart appended to this report.

ABILITY TO PAY

The Fact-Finder is also obliged to consider the financial resources of the City and its ability to finance the benefits sought by the Union.

The City acknowledges that it is secure in its financial position, and has the ability to pay the Union's demands if meritorious. It has maintained a healthy General Fund balance which has increased from \$2,057,665.00 as of December 31, 1994 to \$3,788,343.00 as of December 31, 1996.¹

General Fund expenditures in 1996 were \$17,019,763.00, and the appropriations made for 1997 amounted to \$18,156,314.00.

Prudent fiscal management, encouraged by municipal credit rating agencies, suggests that General Fund balances should range between 5-10% of expected expenditures. The City's

1. The amended official certificate of estimated resources issued by the Office of the Budget Commission of Cuyahoga County on May 6, 1997 showed that as of January 1, 1997 Solon's General Fund unencumbered balance was \$4,156,871.00.

present General Fund balance represents more than 20% of expected 1997 expenditures.

Moreover, Solon's tax base is relatively strong, producing annual revenue increases. In 1996 its revenues totaled \$46,145,700.00, or approximately \$2,000.00 per resident, the highest of any comparable community except North Olmsted.

UNRESOLVED ISSUES

1. Overtime (Article 6, Section A, Clause 2):

The expired Contract provided for "overtime" to be calculated on the following basis:

"(2) The basic hourly rate of pay, for purposes of overtime calculation, shall equal the respective individual's annual salary, including longevity, divided by 2080 hours."

CITY'S POSITION

The City proposes to amend this provision by increasing the overtime threshold from 2080 to 2756 hours for those members of the Unit whose average hourly work week is 53 hours, and exclude longevity pay from the compensation base:

"2. For purposes of overtime calculation the base hourly rate of pay shall equal the employee's annual salary, divided by 2756 hours for employees scheduled to work the 53 hour average work ... [week] or 2080 hours ... [for] employees scheduled to work a 40 hour work week."

In support of its position the City maintains that all except three Firefighters work a "twenty-four hours 'on' and forty-eight hours 'off'" schedule, and are on duty, (holidays

and vacation included), 2756 hours a year, or, an average of fifty-three hours per week.

<u>City</u>	<u>Work Week</u>	<u>Total Hours</u>
Brooklyn	51.7	2688.4
Brook Park	48.0	2496
North Olmsted	51.7	2688.4
Strongsville	53.0	2756
Westlake	48.0	2496
Willoughby	49.8	2589.6
Solon	53.0	2756

The average work week and total annual hours in the six communities agreed upon as most comparable to Solon, are portrayed below.

The average work week and annual hours of work of Firefighters in Solon are equalled only those in Strongsville.

However, only North Olmsted calculates overtime based upon a forty hour work week. Each of the other five cities uses the scheduled average number of hours per work week (inclusive of holidays and vacations) as the basis for overtime entitlements.

The City would reduce by \$5.02 per hour the average top rate overtime compensation paid to Firefighters, from \$20.56 per hour to \$15.52 per hour. The result would be to provide a first year cost saving estimated at some \$26,000.00, and a total of \$96,000.00 over three years.

The City points out that it must pay \$60.7 cents for what the City describes as "non-productive costs" (longevity, pension, workers' compensation, medical insurance, vacation and holidays), for every dollar the City pays in wages for

productive work. Consequently, reduction of overtime pay would also reduce the "roll-up" effects of overtime.

The Solon's average annual overtime cost for the years 1994 through 1996 amounted to \$106,000.00, representing slightly less than 4% of the Departmental appropriation for calendar year 1997 of \$2,709,500.00. Based upon the same average level of overtime utilization the proposed reduction would lower the percentage to slightly less than 3%.

THE UNION'S POSITION

The Union, in its turn, relates that Firefighters' overtime calculations have been based upon 2,080 hours at least since the early 1970's, prior to the inception of collective bargaining, and the method has been maintained throughout five Labor Contracts. The method of calculation of overtime compensation in other Departments has remained stable, and no comparable community, indeed, no city in Cuyahoga County, has changed its method of calculating overtime compensation over the past twenty-five years.

The Union also reports Solon is not alone in using 2080 hours as the basis for calculating overtime compensation in its Fire Department. Bay Village, Bedford, Cleveland Heights, Maple Heights, University Heights and Shaker Heights² also base their overtime compensation calculations on a 2080 hour work year.

Since the Solon Firefighters currently work more total hours than those in five of the comparable Departments and the

2. Excluding overtime attributable to training.

same as that in the sixth, the effect of the City's proposal would be to lower the overtime premium paid by Solon below that paid by any other comparable community, and result in a potential annual loss of approximately \$659.00 compensation per Firefighter.

The Union also maintains that there is a hidden and unfair collateral consequence of the City's proposal. Retiring Firefighters are entitled to a "buyout" of their accumulated unused sick leave. Reduction of overtime pay would reduce the value of their existing "bank," as well as future accumulations.

Finally, the Union observes that three Firefighters in the Bargaining Unit work a forty-hour week because of their assignment to the Fire Prevention Bureau. As of a matter of internal equity within the Department, it would be unfair to calculate the overtime rate of these members of the Bargaining Unit based upon a 2080 hour work year while calculating the rate for the other members on a less favorable basis.

FINDINGS AND RECOMMENDATIONS

The City requests a "give back" in the overtime compensation earned by Firefighters as a cost-cutting measure.

But the City does not plead "inability to pay." Indeed, its economic condition is exceptionally strong, with increasing revenue streams and unencumbered balances in its General Fund.

Not only does the City's financial position not require reductions in its Fire Department budget, but the total

number of overtime hours rather than increasing has been decreasing since 1994 as shown in the following table:

<u>Year</u>	<u>Total Overtime Hours</u>
1994	3714
1995	3171
1996	2772

Compared to other Departments, Solon's overtime cost expressed a percentage of the Departmental Budget, (4%) is less than obtaining in other comparable communities as shown below:

<u>Fire Department</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>
Brooklyn	N/A	N/A	N/A
Brook Park	16.0%	8.4%	6.1%
North Olmsted	N/A	N/A	N/A
Strongsville	7.4%	8.6%	7.6%
Westlake	N/A	4.0%	6.0%
Willoughby	N/A	6.3%	7.5%

The motivation behind the City's proposal is a concern for the future when economic conditions may not be so favorable, and the City could be faced with unsupportable levels of expenditures.

But no such clouds appear upon the horizon. Perhaps this is a case for the application of the precept: "Sufficient unto the day is the evil thereof."

The Fact-Finder notes that both the "twenty-four hour and seventy-two hour off" work schedule of Firefighters and the 2080 hour method of calculating their overtime compensation have co-existed for over twenty-five years and antedate the inception of the bargaining relationship between the parties. This schedule and overtime calculation method were incorporated into the original Collective Bargaining

Agreement, and carried forward in each of the four succeeding Contracts. While the Fact-Finder recognizes that the majority of the other comparable Fire Departments base overtime calculations on actual scheduled work hours, this situation has not arisen as the result of any recent change or shift in policy. Rather, it reflects the fact that Solon has traditionally been more liberal than most cities in providing overtime compensation to its Firefighters.

Since the Chief of the Department maintains some control over overtime through approval of scheduling of vacations and other days-off, and may re-schedule training, which accounts for 25% of total overtime, during normal duty hours, the Fact-Finder finds no persuasive reason at this time to change the past practice in Solon and reduce the overtime premium available to members of the Bargaining Unit.

Accordingly, the Fact-Finder finds appropriate and recommends that the overtime pay provision of Article 6, Section A, Clause 2 be carried forward into the new Contract without change.

2. PARAMEDIC BONUS

Article 6, Section J of the recently expired Contract provides:

"(J) Paramedic Bonus

"1. Employees who attain and maintain certification as an Ohio EMT-Paramedic, and perform paramedic duties shall receive, in addition to all other compensation, an annual bonus as follows:

"January 1, 1989 - \$600/year (50/month)
"January 1, 1990 - \$720/year (60/month)
"January 1, 1991 - \$840/year (70 month)

"2. The paramedic bonus shall be paid in equal monthly payments and if for any reason the employee fails to perform paramedic duties, the payments shall be discontinued."

THE UNION'S POSITION

The Union proposes to amend clause one of Section J to read as follows:

"Employees who attain and maintain certification as an Ohio EMT-Paramedic, and perform paramedic duties shall receive, in addition to all other compensation, an annual bonus in the amount of 4% of the employee's annual salary."

The Union stresses that four of the six comparable Fire Departments presently offer greater paramedic pay than does Solon.

The Union also points out that when paramedic pay is added to base pay, the annual compensation of the average Solon Firefighter is lower than that of Firefighters in all of the comparable communities.

THE CITY'S POSITION

The City proposes to increase the schedule of Paramedic bonus payments as follows:

"January 1, 1998-\$1,000/year (\$83.33/month)
"January 1, 1999-\$1,050/year (\$87.50/month)
"January 1, 2000-\$1,100/year (\$91.67/month)"

The City calculates that its proposal represents almost a one-third increase in Paramedic pay over the three years of

the Contract - \$160.00 in the first year and \$50.00 in each of the remaining two years.

In support of its proposal the City contends that the present level of paramedic pay is comparable to that received by Firefighters in other Departments who have paramedic certification, and that several Departments in the County, including comparables Willoughby and Westlake, do not offer additional compensation for Paramedic duties.

FINDINGS AND RECOMMENDATIONS

There is no evidence whatever that Paramedic duties have become more onerous or that maintenance of Paramedic status has become more difficult so as to warrant any special consideration.

The Union's proposal to convert lump-sum payments into percentages of employees' annual salary, would in effect, discriminate between employees performing the same functions on the basis of their relative longevity. The Fact-Finder sees no reason to further enhance longevity benefits. Indeed, since thirty-three of the forty-one members of the Bargaining Unit are Certified Paramedics, such an increase would essentially serve to boost the 3.5% annual wage increase already agreed upon, although the fact that the compensation takes the form of a "bonus" rather than a base pay increment may save the City some "roll-up" costs.

Neither does the Fact-Finder find the Union's "total compensation" argument persuasive since when longevity pay is taken into consideration along with base pay and the Paramedic

bonus, a ten year Firefighter's average total compensation is exceeded only by counterpart Firefighters in Willoughby and North Olmsted among the six comparable Departments.

Although the City's proposal is the most reasonable, to maintain Solon's same relative position in view of potential wage increases and Paramedic payments in Contracts yet to be negotiated in comparable communities during the triennium, the Fact-Finder recommends that the paramedic bonus be increased by \$180.00 in the first year to \$1,020.00 by an additional \$108.00 in the second year to \$1,128.00 (to round off monthly payments) and by an additional \$72.00 in the third year to \$1,200.00.

Accordingly, the Fact-Finder finds appropriate and recommends the adoption of the following text of Article 6, Section J clause one to read as follows:

"(J) Paramedic Bonus

"1. Employees who attain and maintain certification as an Ohio EMT-Paramedic, and perform paramedic duties shall receive, in addition to all other compensation, an annual bonus as follows:

- "January 1, 1998 - \$1,020/year (85/month)
- "January 1, 1999 - \$ 1,128/year (94/month)
- "January 1, 2000 - \$1,200/year (100/month

"2. The paramedic bonus shall be paid in equal monthly payments and if for any reason the employee fails to perform paramedic duties, the payments shall be discontinued."

3. RANK DIFFERENTIAL

The 1995 Agreement provides in Article 6, Section L for base pay differentials for Firefighters holding the ranks of Lieutenant and Captain:

"(L) Rank Differential

"Officers of the Fire Department shall receive a salary differential of eight percent (8%) more than the next lowest rank. Lieutenant's salary shall be based upon one hundred and eight percent (108%) of Firefighter First Class, and Captain's salary shall be based upon one hundred and eight percent (108%) of Lieutenant's salary."

THE UNION'S POSITION

The Union seeks to increase the salary differential for each rank to 9% in the first year of the Contract, 9.5% in the second and 10% in the last year of the Agreement.

The Union contends that for many years the promoted Officers in the Fire Department received a percentage differential over a Firefighter's base pay established at one percent lower than that received by the counterpart Officer in the Police Department. In 1991 the City increased the rank differential in the Police Department from 9% to 10 1/2%. The Fire Department's Union representatives did not learn of the increase, it is suggested, until after the terms of the now expired 1995 Agreement had been settled.

The Union seeks to restore the previous "parity less one percent" which had historically existed between the two Departments.

However, since that parity had not been maintained for the past six years the Union proposes a "catch-up" to compensate the Firefighters promoted Officers for the "inequality which has existed for the last six years." It therefore proposes to reduce the differential to one-half of one percent in the third year of the Contract.

Since the rank differentials in the comparable communities range between ten and eleven percent, the Union argues that its request is entirely reasonable.

THE CITY'S POSITION

The City proposes to increase the rank differential from 8% to 8 1/2% in the first year; 9% in the second year and 9 1/2% in the third year of the successor Contract. It seeks thereby to restore the pre-existing relationship between rank differentials in the Police and Fire Departments.

FINDINGS AND RECOMMENDATIONS

The Fact-Finder acknowledges that there appears to be a consensus understanding among the comparable communities that the appropriate salary differential between promoted Officers and the Firefighters they supervise ought to be at least ten percent. Indeed, even going beyond the six communities the parties have jointly acknowledged are comparable to Solon, inspection of the differentials obtaining in a majority of the additional communities proffered by the City as comparable reveal a 10% norm.

But, as the Union acknowledges, the parties have traditionally based the promoted Officers differentials upon

an internal, not an external, comparison. Thus, in past Contract negotiations the Union did not demand parity with the pay of Lieutenants and Captains in other Departments. Rather, the differential was fixed as a derivative of that paid Solon's Police Lieutenants and Captains. Taking into account differences in supervisory responsibilities and functions between the Police Department promoted Officers and the Fire Department promoted Officers, equilibration was not sought. Instead a 1% discount from the Police Department differentials, was negotiated as appropriate.

Since differential pay affects only the pay of nine members of the Department - seven Lieutenants and two Captains, no significant impact upon the 1998 Departmental budget is involved, and the Fact-Finder believes that the pre-existing 1% differential relationship between promoted Officers in the Fire Department and in the Police Department should be restored effective immediately rather than phased-in as the City proposes.

On the other hand, the Union's demand for a "catch-up" for six years of underpayment is unsound. The assumption that the City would not have demanded reductions in other economic benefits if an increase in rank differential had been sought is unwarranted.

Accordingly, the Fact-Finder finds appropriate and recommends that the text of Article 6, Section L be amended to read as follows:

"(L) Rank Differentials

"Officers of the Fire Department shall receive a salary differential of nine and one-half percent (9.5%) more than the next lowest rank. Lieutenant's salary shall be based upon one hundred and nine point five percent (109.5%) of Firefighter First Class, and Captain's salary shall be based upon one hundred and nine point five percent (109.5%) of Lieutenant's salary."

4. VACATIONS

Article 8, Section A, paragraphs 2 and 5 of the last subsisting Contract provide in pertinent part:

"(2). Each full-time employee of the Fire Department shall be entitled to a paid vacation on January 1 of each year in accordance with the following schedule provided he has worked at least 1,440 hours in the preceding calendar year and has accrued the required years of service as of December 31 of each preceding calendar year:

<u>Years of Service</u>	<u>Weeks Off</u>
01-04	2
05-11	3
12-14	4
15-16	4+1 Work Day
17-18	4+2 Work Days
19-20	4+3 Work Days
21 & Over	4+4 Work Days

"NOTE: New employees hired on or before July 1 of any calendar year, who work at least 700 hours during the balance of the year, and meet the requirements of A (1) above, shall be entitled to one (1) week of vacation in the next calendar year. Thereafter, they shall be eligible for vacations on the same basis as other full-time employees.

....

"(5) In the event of termination of employment with the Employer for any reason, except disciplinary and discharge, each such employee shall be entitled to his accrued vacation time on a prorated basis. The prorated vacation time shall be based upon the number of days actually worked compared

to the total days he would have worked if continuously employed throughout the calendar year."

THE CITY'S POSITION

The City proposes to change the schedule from "weeks and days off" to "tours of duty off" in accordance with the following schedule:

<u>"Years of Service</u>	<u>Tours of Duty Off</u>
01-04	5
05-11	7
12-14	9
15-16	10
17-18	11
19-20	12
21 and over	13"

Corresponding changes would made for new employees and in the event of voluntary termination of employment as follows:

"NOTE: New employees hired on or before July 1 of any calendar year, who work at least 700 hours during the balance of the year, and meet the requirements of A (1) above, shall be entitled to two (2) tours of duty in the next calendar year. Thereafter, they shall be eligible for vacations on the same basis as other full-time employee.

....

"5. In the event of termination with the Employer for any reason, except disciplinary and discharge, each such employee shall be entitled to his accrued vacation time on a prorated basis. The prorated vacation time shall be based upon the number of hours actually worked prior to his termination date compared to 2756 hours for the calendar year"

The City argues that the current method of calculating vacation entitlements was the result of uncritically carrying-

The City argues that the current method of calculating vacation entitlements was the result of uncritically carrying-over the vacation schedules as they existed under the City's ordinances in force prior to the advent of collective bargaining. These ordinances were based upon employees working a five day, forty-hour work week.

Firefighters' schedules are different. With the exception of those assigned to the Fire Prevention Bureau, Firefighters work a twenty-four hour day, designated as a "tour of duty," and a work week which may include either two or three tours.

Consequently, a one week vacation for a Firefighter may range from forty-eight hours to seventy-two hours of time-off.

In fact, employees elect to take their vacations during those weeks when they are scheduled for three tours of duty. Thus, in 1996 eighty-nine weeks selected out of the hundred weeks of vacation for which Solon Firefighters were collectively eligible, were "three tour" weeks.

The City maintains that at the most senior levels the total vacation time-off for Firefighters exceeds that offered by comparable communities.

THE UNION'S POSITION

The Union seeks to maintain the status quo. It argues that vacation entitlements have been in force for many years and accounted for in Contract negotiations.

FINDINGS AND RECOMMENDATIONS

from community to community, exact comparisons are not possible.

However, the majority of Solon's Firefighters have completed between one and eleven years of service. Seven have accumulated between one and four years seniority and are currently entitled to two weeks of vacation, representing four to six tours depending on the weeks selected. Twenty-one have finished between five and eleven years of service, and are presently eligible for three weeks vacation, representing from six to nine tours of duty, again depending upon the weeks selected. While perhaps three members of the latter group will move on to the next higher vacation bracket, most will still be subject to the maximum of three weeks vacation during the three year duration of the Contract.

The vacation entitlements for those twenty-eight employees are in line with those offered in comparable Departments.

Firefighters who have completed up to four years of service are also entitled to two weeks of vacation in Brook Park. Four other communities offer their personnel either four or five tours of vacation time.

For Firefighters who have finished at least five years and up to eleven years of service, Brook Park matches Solon and offers three weeks vacation, representing from six to nine tours, (four weeks after ten years). In Brooklyn Firefighters with that seniority receive eight tours off. In North Olmsted they are permitted seven tours off (ten tours off after ten

years). In Strongsville such senior employees are entitled to seven tours off (nine tours after ten years). In Westlake Firefighters with five and six years service receive four tours off, and, those with seven to eleven years seniority receive six tours off. And, in Willoughby similarly situated Firefighters may take seven tours off as vacation (nine tours after ten years).

Based upon the present seniority structure of Solon's work force, the Fact-Finder concludes that there is no significant difference between the vacation time allowed its Firefighters and those of six other comparable communities.

The vacation entitlements of Firefighters have not been subject to City ordinances since 1986, but have rather been set by the terms of five Collective Bargaining Agreements since then. It is a little late in the day for the City to contend that vacations based upon a forty-hour week may be inappropriate for Firefighters who work tours of duty pursuant to "twenty-four hours on and forty-eight hours off," scheduling.

As to the City's complaint that Firefighters typically choose for vacation those weeks when they are scheduled to work three tours, the Fact-Finder observes that the scheduling of vacation time is "subject to the approval of the Fire Chief." While their "selection shall not be unreasonably denied," it is still within the discretion of the Chief to minimize overtime cost by preventing the taking of all

vacation time during weeks in which employees would be scheduled to work three tours of duty, rather than two.

In consequence, the Fact-Finder finds appropriate and recommends that the vacation provisions of Article 8 be carried forward into the new Contract without change.

5. HOLIDAYS

Article 8, Section B, paragraph 1 provides as follows:

"(B) Holidays

"1) In addition to vacation leave, each member of the Fire Department shall be allowed a shift off-duty for the following ten (10) holidays:

"New Year's Day	President's Day
"Good Friday	Memorial Day
"July 4th	Labor Day
"Columbus Day	Thanksgiving Day
"Employee's Birthday	Christmas Day

"2) All members of the Fire Department who are scheduled to begin work, and who do begin work on Thanksgiving Day, Christmas Day, and New Year's Day shall be compensated at the rate of one and one-half times their base rate of pay, for the full tour of duty."

THE CITY'S POSITION

The City proposes to convert holiday entitlements into five tours of duty for employees working the fifty-three hour work week, while allowing those who are scheduled for a standard forty-hour work week to continue to receive ten eight-hour days off. It also proposes to eliminate overtime pay for working on the Thanksgiving, Christmas and New Year's Day holidays. The City's proposal reads as follows:

"(B) Holidays

"1. In lieu of holidays, employees covered by this Agreement who are scheduled to work a fifty-three (53) hour average work week shall be entitled to five (5) tours of duty during the calendar year. Employees who are scheduled to work a forty (40) hour work week shall be entitled to eighty (80) hours during this calendar year. For new hires, such duty hours shall be prorated during a calendar year based upon the employee's date of hire.

"2) All holiday time shall be taken during the calendar year of entitlement and shall not accrue from year-to-year."

In support of its proposal the City again notes that the holiday schedules were carried over from the time when they were controlled by City-wide non-bargaining ordinances.

Whereas employees who work forty-hour weeks receive the equivalent of eighty hours of holiday time-off, Firefighters receive two hundred and forty hours.

The City points out that by reducing the number of holidays and defining vacation entitlements in terms of tours of duty, the City will reduce overtime costs and be able to reduce the number of Firefighters in the Department. It argues that as much as 295 tours of duty would be filled by existing employees. Since employees currently work ninety tours of duty three employees would be redundant and their positions could be eliminated by attrition or otherwise.

Of the comparable communities agreed upon by the parties, Brooklyn also offers Firefighters holiday time-off amounting to ten tours of duty, while Strongsville offers eleven. On

the other hand, Brook Park (4.16 tours), Westlake (5 tours) and Willoughby (6 tours), provide their Firefighters with substantially less holiday time-off.

THE UNION'S POSITION

The Union makes the identical argument for preserving existing holiday benefits as it did for maintaining vacation allowances.

FINDINGS AND RECOMMENDATIONS

Over the years Solon Firefighters have historically enjoyed a relative advantage in holiday time compared to other Departments. The Fact-Finder cannot find any change in economic or other relevant conditions which would warrant granting the City's request to eliminate that advantage.

In point of fact, the Solon work week of fifty-three hours is longer than that in five of the six agreed upon comparable communities and equaled only by Strongsville.

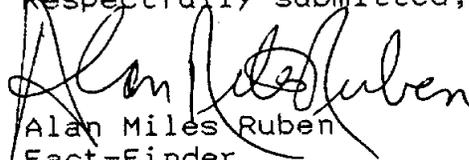
Further, not only would the holiday time of Solon Firefighters be reduced by 50%, but also, Firefighters would lose their present overtime entitlements for working on the Thanksgiving, Christmas and New Year's Day Holidays.

Adoption of the City's proposal to reduce holiday and vacation time-off would thus increase the Solon Firefighters hours of work to a total greater than that prevailing in any other comparable community, and concurrently reduce their compensation.

In consequence, the Fact-Finder finds appropriate and recommends that the holiday provisions of Article 8 be carried forward and incorporated into the new Contract without change.

Fact-Finding Report signed, dated and issued at Cleveland, Ohio this 26th day of January.

Respectfully submitted,


Alan Miles Ruben
Fact-Finder

AMR:ljs

APPENDIX A - PAGE ONE

City	Pop.	Per Cap Rev.	Dept. Size	Average Ten Year Employee			Total '97 Comp.
				Base Pay 1st Class	Paramedic Premium	Longevity	
Brooklyn	11706	\$1,861.	28	\$43,084.	\$1,400.	\$ 500.	\$44,984.
Brookpark	24000	\$1,312.	36	\$41,905.	\$2,456.	\$0	\$44,361.
N. Olmsted	34204	\$3,507.	46	\$43,585.	\$1,000.	\$2,179.	\$46,764.
Strongsville	44000	\$1,192.	49	\$43,222.	\$1,500.	\$ 400.	\$45,122.
Westlake	31000	\$1,021.	39	\$44,117.	\$0	\$1,000.	\$45,117.
Willoughby	21271	\$1,428.	36	\$48,337.	\$1,500.*	\$0	\$49,837.
Solon	22800	\$2,097.	43	\$42,770.	\$ 840.	\$1,754.	\$45,364.

* \$0 for employees hired after 4/1/92 (Willoughby)

APPENDIX A - PAGE TWO

<u>City</u>	<u>Rank</u> <u>Differentials</u>	<u>Work</u> <u>Week</u>	<u>Annual</u> <u>Total</u> <u>Hours</u>	<u>Overtime</u> <u>Calculation</u> <u>Hourly Base</u>	<u>1996 Overtime Percentage</u> <u>Of Department</u> <u>Budget</u>
Brooklyn	12.0%	51.7	2688.4	2688	N/A
Brookpark	11.0%	48.0	2496.0	2498	6.1%
N. Olmsted	10.5%	51.7	2688.4	2080	N/A
Strongsville	10.0%	53.0	2756.0	2756	7.6%
Westlake	10.0%	48.0	2496.0	2376	7.0%
Willoughby	10.0%	49.8	2589.6	2446	7.5%
Solon	8.0%	53.0	2756.0	2080	3.6%

APPENDIX A - PAGE THREE

<u>City</u>	<u>Holiday Hours</u>	<u>Vacations After 5 Years</u>	<u>Vacations After 10 Years</u>
Brooklyn	240 (10 Tours)	8 Tours	8 Tours
Brookpark	100 (4.16 Tours)	3 Weeks (6-9 Tours)	4 Weeks (8-12 Tours)
N. Olmsted	168 (7 Tours)	7 Tours	10 Tours
Strongsville	264 (11 Tours)	7 Tours	9 Tours
Westlake	120 (5 Tours)	4 Tours	6 Tours
Willoughby	144 (6 Tours)	7 Tours	9 Tours
Solon	240 (10 Tours)	3 Weeks (6-9 Tours)	3 Weeks (6-9 Tours)