

STATE EMPLOYMENT
RELATIONS BOARD

IN THE MATTER OF CONCILIATION 2008 MAR 12 A 11: 16

BETWEEN

CITY OF BROADVIEW HEIGHTS

AND

IAFF LOCAL 3646

SERB CASE # 06-MED-02-0107

ADVOCATE FOR THE EMPLOYER:

Gary C. Johnson, Esq.
JOHNSON & COLALUCA, LLC
1700 North Point Tower
1001 Lakeside Avenue
Cleveland, Ohio 44114

ADVOCATE FOR THE UNION:

James Astorino, Representative
NORTHERN OHIO FIRE FIGHTERS
3100 East 45th Street
Suite 214
Cleveland OH 44127

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STATE EMPLOYMENT
RELATIONS BOARD

INTRODUCTION

The bargaining unit of approximately seventeen (17) full-time Firefighters, represented by the International Association of Fire Fighters ("IAFF") Local 3646 (hereinafter "Union"), and the City of Broadview Heights (hereinafter "City") have had a relatively brief bargaining relationship due to the fact that the Fire Department has only employed full-time Fire Fighters since 1994. At the request of the parties a mediation session was held on January 8, 2008 over the following unresolved issue(s) initially submitted to the conciliator:

Listing Of Unresolved Issue(s):

Wage (re-opener)
Healthcare (re-opener)

The mediation session was held prior to a formal submission of evidence, and in accordance with SERB's general direction in these matters, the conciliator made a concerted effort to bridge the differences between the

parties over the unresolved issues. Settlement possibilities were assessed with the parties in an effort to find common ground upon which to construct a settlement. The parties were successful in resolving the health care issue, but were only partially successful in moving toward one another's position on wages. In accordance with the procedures of the Ohio State Employment Relations Board ("SERB") a conciliation hearing was subsequently held on February 13, 2008, during which the parties were provided a complete opportunity to present evidence and testimony in support of their positions.

Both Advocates represented their respective parties well and clearly articulated the position of their clients on the issues in dispute. In order to expedite the issuance of this report, the Conciliator shall not restate the actual text of the parties' proposals on each issue due to the fact that the parties have exchanged formal position statements. See Appendix A for Union's position statement and Appendix B for the Employer's position statement.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (G) (7) establishes the criteria to be considered for conciliators. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements, if any, between the parties;
2. Comparison of issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employers doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interests 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;
4. The lawful authority of the public employer;
5. The stipulations of the parties;
6. Such factors not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of issues submitted to final offer settlement through voluntary collective bargaining, mediation, conciliation, or other impasse resolution procedures in the public service or in private employment.

These criteria provide the basis upon which the following recommendations are made: 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:

Union's Position

See Appendix A

Employer's Position

See Appendix B

Issue	Wages
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Discussion

As stated in fact-finder Graham's report the other bargaining units in the City have settled their wage re-openers for 2007 and 2008. The instant re-opener covers the remaining two years of the Agreement and what wages should be paid during this period. Specifically, while somewhat closer to each other's position as a result of mediation conducted by the conciliator on January 8, 2008, the parties are still apart on the annual pay for Fire Fighters versus the annual pay paid to Police Officers. For several years the Fire Fighters, who always worked a longer workweek than Police Officers, received more pay than employees in the police bargaining unit. For example, in 2005 Fire Fighters were

paid \$531.00 more per year than their counterparts in the Police Department. In the negotiations for the current Agreement the parties swung the pendulum the other way. In 2006 Fire fighters' negotiated pay resulted in Fire Fighters being paid \$401 less than Police Officers. It must also be noted that it was during this same period the City and the Union negotiated another reduction in the workweek for Fire Fighters. From an historical perspective the same scenario was evident during the first year of the prior contract, 2003. The parties in those negotiations settled upon terms that reduced workweek hours along with a significant reduction of the pay disparity between the annual compensation of Fire Fighters (who at the time were being paid more) and Police Officers. The data provided to the conciliator indicates that the disparity reduction from 2002 to 2003 was \$634, with a further reduction of another \$517 by the end of the contract in 2005. However, fact-finder Graham identified the Employer's position at fact-finding as a proposal that inexplicably widened the gap in pay between Fire Fighters and Police Officers:

"Were the wage proposal of the City adopted without alteration (but for the retroactivity question addressed above) the differential adverse to the Fire Fighters would increase to \$834 in 2007 and \$1168 in 2008. So, in the space of only a few years there will have been a swing of \$1700 adverse to the Fire Fighters. It belabors the obvious to note that this represents a very large amount. That should not be expected given the proximity of the working life between Fire Fighters and Police Officers. Were the differential small, it would be tolerable."[emphasis added]

In this statement fact-finder Graham communicates one thing, "*Were the differential small, it would be tolerable*" while ruling for complete parity. In so doing, he makes no mention of the reduction of hours during the contract

period 2006 through 2008. Knowing and having great respect for the experience and expertise of fact-finder Graham, it is the conciliator's belief that fact-finder Graham found the Employer's position unacceptable both on the basis of the numbers as well as what it represented. The position of the Employer involved a clear and purposeful movement away from parity, in spite of the fact that the Fire and Police Departments had previously moved toward one another in prior negotiations. I strongly concur with fact-finder Graham regarding the untenable position taken by the Employer in fact-finding. However, the conciliator cannot ignore the fact that the same issue of weekly hours' reduction was present in the negotiations leading to the current agreement, as it was in the negotiations resulting in the 2003 to 2005 contract.

The context within which this conciliator finds himself is far different than that faced by fact-finder Graham. The major difference is the position now being taken by the Employer. Fact-finder Graham was faced with the choice of one party wishing to create a growing disparity in wages, while the other was seeking parity in wages. In the instant matter the Employer has reversed its position and is now proposing movement toward, and not away from equity, consistent with the parties' approach in the negotiations leading to the 2003-2005 contract.

The Employer is proposing a disparity of \$656 retroactive to January of 2007, with a reduction of the disparity to \$400 for calendar year 2008. The Union's position reduces the disparity to \$200 for both 2007 and 2008. In the

three year contract period from 2006 to 2008 the bargaining unit successfully negotiated another reduction in weekly hours of work to 49.8 hours, and they agreed to a wage disparity between their wages and those of employees in the police bargaining unit of \$401 for 2006. For the record, it should be noted that the current weekly hours of work, 49.8, are still above many comparable fire departments who work a 48 hour workweek. Moreover, it is one thing for an employer to insist upon a quid pro quo exchange in wages when weekly work hours are reduced during a contract period, and another to continually insist that reduction in work hours affect wages beyond the contract period in which it was negotiated.

The parties' contract ends December 31, 2008, and from the standpoint of the history of wage disparities between the Police Department and the Fire Department, the Union makes a compelling case that there should be equity in pay between the employees in both safety departments during the next contract period. On the other hand, the Employer makes a compelling argument that during the current contract period, as was the case in the previous contract period in which weekly work hours were reduced, there should be recognition given to this concession and an appropriate quid pro quo response on the part of the Union. The parties themselves accepted that "quid pro quo" disparity in wages between Fire Fighters and Police Officers to be \$401 in the first year of the current agreement (2006).

It needs to be made clear that the choices presented by both parties to the conciliator do not represent an ideal resolution from this conciliator's point of view. Nevertheless, the law requires that the conciliator pick one party's position over another. The Employer's position represents movement back to a \$400 differential in 2008, which is virtually the same difference in pay that the parties themselves accepted in 2006.

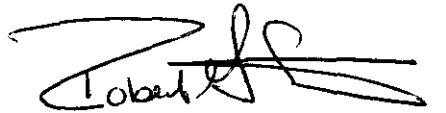
Determination:

The position of the Employer is selected.

TENTATIVE AGREEMENT

During negotiations, mediation, and conciliation the parties reached tentative agreements on several issues. These tentative agreements and any current language recommended to remain unchanged or not addressed in this report are part of the recommendations contained in this report.

The conciliator respectfully submits the above recommendations to the parties this 17th day of March 2008 in Portage County, Ohio.



Robert G. Stein, Conciliator



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Secretary/Treasurer
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Board of Trustees
Jim Heffner
Brian Dunlap
George Ward



APPENDIX A

February 7, 2008

1. Party: Broadview Heights Fire Fighters, IAFF Local 3646

Principal Representative: Jim Astorino
President, Northern Ohio Fire Fighters
3100 East 45th Street, Suite 214
Cleveland, Oh 44127

Phone: 216.883.6633

Fax: 216.883.6655

2. The bargaining unit consists of all members of the Full Time Fire Department, excluding the Fire Chief, Officer designated to be the Acting chief and all part time and seasonal employees.

Approximate number of employees: Seventeen (17)

3. A copy of the Collective Bargaining Agreement is enclosed.

4. Issues:

The issues for this procedure are limited by Article XXXVIII Section 1 to a wage and health care reopener. The wage reopener shall be for wage increases to take effect on January 1, 2007 and January 1, 2008. The health care reopener shall be for modifications, if any, to take effect no earlier than February 1, 2006.

- | | | |
|----|----------------------|--|
| 1. | Article XXX | Medical Insurance |
| | Section 3 | Citywide Joint Medical/Hospitalization Committee |
| | Section 4 | Committee Instructions |
| 2. | Article XXXVI | Compensation Schedule |
| | Section 1 | Base salary |
| | Section 2 | Officer in Charge |
| | Section 3 | Fire Prevention |
| | Section 4 | Hazardous Materials (NEW) |

INTRODUCTION

The Broadview Heights Fire Fighters entered into this wage and health care re-opener with an understanding of a recent settlement that the City of Broadview Heights (City) had reached with the Police units. On September 28, 2006 a fact finding report in cases 05-MED-09-1013 and 05_MED-09-104 was issued by Fact Finder Mancini. (A copy of the report will be presented at the hearing) The recommendations contained the increases to the medical insurance currently being proposed by the City to the Fire Fighters. The recommendations also contained the following enhancements:

1. Wage increases of 3% for 2006; 3% for 2007; and 3% for 2008 (page 5)
2. Specialist Premium Pay to replace Duty Detective, DARE, and Shift Rotation pay. For Patrolmen the \$700.00 pay for these duties was replaced with a payment of \$1,600.00 in 2006; \$2,000.00 in 2007; and \$2,300.00 in 2008. For the Sergeants the Specialist Premium Pay was \$2,000.00 in 2006; \$2,300 in 2007; and \$2,300.00 in 2008. (page 6)
3. The limitation of two (2) personal days being provided to employees hired before January 1, 1988 was eliminated, providing two (2) personal days to all employees. For those employees hired before 1988, they were entitled to keep their two days, in addition to contractual language on personal days applicable to all employees. (page 8)
4. The Vacation schedule was accelerated from a one year/two years/7 years/12 years/16 years to a five (5) year increment schedule of one year/5 years/ten years/15 years/25 years, with an additional 40 hours being provided to the last category. The employees also gained the opportunity to "cash-in" 40 hours of vacation to a lump sum payment. (page 10)

It also was noted to the City during the negotiation meetings that the rank differential for Police Sergeants is 14% above a Patrol Officer and the Police Lieutenant is compensated 14% more than a Police Sergeant. In the Fire service, the Fire Lieutenant is paid 9% more than a Fire Fighter, and there are no Fire Captains. Rather than address the rank differential disparity, the Union declared to the City we believe this disparity could be used as justification for any increase to the base wages for the Fire fighters. The Fire Fighters would rather put the money in base wages and address all employees.

During the negotiation process for the Fire Fighter's reopener, the City recently entered into

an agreement with the Teamster's Union Local 416 that represents the City Hall and Administrative Employees. The terms on this initial contract are from January 1, 2007 through December 31, 2009. The contract was signed by both parties on July 11, 2007.

The agreement with the Teamsters also provided an improvement to the employees' vacation schedule. Under ordinance the employees had a two-tier vacation schedule. The schedule for employees hired before January 1, 1996 was better than for those hired after the date. The new contract establishes one schedule for all employees and is an improvement for both groups of employees.

Since the parties were unable to reach agreement during the re-opener negotiations, pursuant to the procedures of the Ohio State Employment Relations Board, a Fact-Finding hearing was held before Harry Graham. At that hearing the parties were provided complete opportunity to present testimony and evidence. The record was closed at the conclusion of the hearing on August 7, 2007. The report was signed and dated by Harry Graham on August 24, 2007. The Employer submitted a certification of fact-finding vote that indicated Broadview Heights City Council rejected the recommendation on August 27, 2007. Of the nine (9) members of the legislative body, there were seven (7) votes to reject and zero (0) votes to accept.

Although there are issues of dispute on the process used to reject the report, the Union has decided the most expeditious route is to submit the matter to a final offer settlement procedure pursuant to a board order issued forthwith to the parties to settle by a conciliator selected by the parties.

At this point the Union position on the issues recommended by the Fact-Finder, is for acceptance of the report with one small revision. On pages 8 and 9 of the report, the Fact-Finder recommended the equity adjustment as proposed by the Union. In the report there was a sentence that states, "Were the differential small, it would be tolerable."

Even though the Fact Finder made that statement, the recommendation issued still made the annual wage of Fire Fighter/Paramedic **equal to** that of Police/Officer Specialists in Broadview Heights for 2007 and 2008. The revision being made by the Fire Fighters at this conciliation is that there will be a small differential of two hundred dollars (\$200.00) between the Fire Fighter/Paramedic and Police/Officer Specialist for 2007 and 2008.

Other than that change, which is actually a lesser benefit that the Union is willing to accept, the Union believes the Fact Finder received ample testimony and evidence at the August 7, 2007 hearing to make a well reasoned decision in the report and we would ask for the conciliator to give great weight to the fact-finder's report.

1.) Article XXX Medical Insurance

Union Position: The Union proposes to revise language in Section 3 that would require the committee to meet at least two (2) times per year; would require the Employer to place a Level One Employee on the committee; and clarify that the City Insurance Representative will actively participate with the committee. The Union also proposes new language that will provide clarity to the purpose of the committee. The Union accepts the Fact-Finders recommendation for the City's proposal to increase prescription co-pays in its entirety.

City Position: The Union is unsure of the City position.

Section 3 The parties agree in an effort to reduce hospitalization/medical costs the citywide Joint Medical/Hospitalization Insurance committee with a representative from the IAFF Local (Local 3646) will be established and convened ~~as necessary~~ **AT LEAST TWO (2) TIMES PER CALENDAR YEAR** to review alternative insurance coverages and plans and make recommendations to the Employer. As part of this process, the representatives shall have access to all non-confidential information. **THE EMPLOYER SHALL HAVE A LEVEL ONE (1) EMPLOYEE AS A REPRESENTATIVE ON THE COMMITTEE AND THE EMPLOYER WILL REQUIRE THE CITY INSURANCE REPRESENTATIVE TO ACTIVELY PARTICIPATE WITH THE COMMITTEE.**

Section 4 (NEW) **THE COMMITTEE WILL ANALYZE COST CONTAINMENT MEASURES INCLUDING, BUT NOT LIMITED TO DEDUCTIBLES, CO-PAYS, OUT OF POCKET MAXIMUMS, PRESCRIPTION DRUG COVERAGE AND POSSIBLE CHANGES IN PROVIDERS.**

Section-4 5. No Change.

Summary: The Union is proposing to tune-up the committee language already in the contract. This tune-up will help the parties to better understand the function of the committee and provide clear instructions as to how the committee will operate. The employees in Broadview Heights have been contributing to their health care for many, many years. This has made them informed consumers and has been a benefit to the city. The city has not experienced large increases to the health care costs.

During negotiations, the Mayor instructed the Union that all they need to do is attend the committee meetings that are held by city council on health care. The mayor would send his secretary to the joint committee meetings. The Union request is reasonable. We want a decision maker to attend the meetings, not have the duty staffed out. That is the purpose of having a Level One employee in attendance. The Union also wants the City insurance

representative to understand the importance of cooperating with the committee. In the past this representative has taken a disinterest in the committee activities.

The changes that are being sought by the City may seem insignificant, but the Union believes that since we are active participants in the cost sharing of expenses, changes to our plan should be handled in a more cooperative manner. The City has been snubbing the committee and forcing whatever changes they desire. The managing of the health care benefit should be on a more cooperative level.

The Union believed it was reasonable for the fact finder to recommend the changes proposed by the City if he also recommended the cooperative language proposed by the Union. Since that what was issued in the Fact-finding report, the Union proposes the same action should be supported by the conciliator.

2.) Article XXXVI Compensation Schedule

Union Position: The Union proposes to increase the base pay by three percent (3%) in 2007 and three percent (3%) in 2008. The Union also proposes a wage equity adjustment to the base wage to address the disparity created by the recent police settlement. The equity adjustment would still leave a disparity in wages to the fire fighters disadvantage but the difference will be small and could be addressed during future negotiations. The Union also proposes to restructure the Officer in Charge pay from the current \$1.00 per hour to the actual Lieutenant rate for each hour worked. The Union withdraws the proposal that the city compensate each employee certified as a Fire Inspector be provided an additional \$175.00 per month and that each employee trained to the Hazardous Materials-Operations level be paid an additional \$50.00 per month.

City Position: The Union is unsure of the City Position but believes the City proposes to increase the base wage by three percent (3%) in 2007 and by three percent (3%) in 2008. The City is opposed to any other increase.

Section 1. Firefighters shall be compensated as follows:

<u>Firefighter</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
First Year of service	42,207	43,473	44,777
Second year of service	45,053	46,405	47,797
Third year of service	51,706	54,091	55,932
Fourth year of service	56,138	58,456	60,525
Lieutenants	61,194	63,721	66,976
Captains	64,000	66,642	69,000

Section 2. When an employee is assigned as an Officer-in Charge, in excess of four consecutive hours, that employee shall receive ~~an additional one dollar (\$1.00) per hour,~~ **THE LIEUTENANT'S HOURLY RATE,** for each hour he is acting OIC.

Section 3. ~~[Replace with] AN EMPLOYEE CERTIFIED AS A FIRE INSPECTOR SHALL BE PAID AN ADDITIONAL ONE HUNDRED SEVENTY FIVE DOLLARS (\$175.00) PER MONTH.~~

Section 4. ~~[NEW] AN EMPLOYEE TRAINED TO THE HAZARDOUS MATERIALS- OPERATIONS LEVEL SHALL BE PAID AN ADDITIONAL FIFTY DOLLARS (\$50.00) PER MONTH.~~

Summary: It appears the City attempted to achieve parity between a patrolman's wages and a fire fighter/paramedic wages during the latest negotiations with the Police units. However, the city did not pay close enough attention to the total compensation package and allowed the police units to "leap-frog" past the parity principle. If the City proposal is recommended, the total police compensation will exceed the firefighter/paramedic compensation. If the Union proposal is recommended the compensation package for both units will be equal. Since this is a reasonable approach to the matter, the Union proposal should be recommended.

The increase to the OIC pay is also warranted. In 1998 the OIC rate was paid at \$1.00 per hour. The mere passage of time is one valid reason to increase a fixed level of compensation. The responsibilities of the job have also increased. As the department has matured the individual in charge of the shift personnel is asked to be responsible for more duties. An increase in compensation should come with those added responsibilities.

The Union believed it was reasonable for the fact finder to recommend the changes in compensation and OIC pay issued in the Fact-finding report, and the Union proposes the same action should be supported by the conciliator.

PROOF OF SERVICE

I certify that an exact copy of the foregoing Position Statement has been sent to Mr. Gary Johnson, 1001 Lakeside Avenue, Suite 1700, Cleveland, OH 44114 (216-696-5288) and to Mr. Robert G. Stein, 265 W. Main Street, Suite 102, Kent, OH 44240, (330-676-1199) by facsimile and to SERB (mlaurent@serb.state.oh.us) by email on this 8th day of February, 2008.

A handwritten signature in cursive script, appearing to read "Jim Astor", written in black ink.

Signature

List of exhibits

- Page 1 Comparison of the Wages provided to Police and Fire 2002-2008
- Page 2 Relationship of the Parties Positions at Fact Finding and
the Current Positions at Conciliation
- Page 3 Comparison of Compensation Received 2006-2008
- Page 4 Comparison of Increase to Police Bonuses to
Equity Adjustment for Fire
- Page 5 Comparison of Wages Received Among Promoted Positions
- Page 6 Area Wide Hour Reduction History
- Page 7 FLSA Hours Worked Chart
- Page 8 Long Term Effect of Wage Reduction

City Proposal
(Base)

Wages	Patrolman	Extra	Specialist	Total	%	Fire	Medic	Total	%	Difference
2002	50367	275		50642		50124	2200	52324		1682
2003	51878	400		52278	3.23	51126	2200	53326	1.9	1048
2004	53953	550		54503	4.26	52660	2300	54960	3.06	457
2005	55572	700		56272	3.24	54503	2300	56803	3.35	531
2006	57239		1600	58839	4.56	56138	2300	58438	2.7	-401
2007	58956		2000	60956	3.6	58000	2300	60300	3.2	-656
2008	60725		2300	63025	3.4	60325	2300	62625	3.9	-400
2006 - 2008					12				10.25	
2003 - 2008					24.45				19.7	

Union Proposal

Wages	Patrolman	Extra	Specialist	Total	%	Fire	Medic	Total	%	Difference
2002	50367	275		50642		50124	2200	52324		1682
2003	51878	400		52278	3.23	51126	2200	53326	1.9	1048
2004	53953	550		54503	4.26	52660	2300	54960	3.06	457
2005	55572	700		56272	3.24	54503	2300	56803	3.35	531
2006	57239		1600	58839	4.56	56138	2300	58438	2.7	-401
2007	58956		2000	60956	3.6	58456	2300	60756	4	-200
2008	60725		2300	63025	3.4	60525	2300	62825	3.4	-200
2006 - 2008					12				10.6	
2003 - 2008					24.45				20	

City Proposal Fact Finding

Fire	Equity Adjustment	Medic	Total	%	Difference
50124		2200	52324		1682
51126		2200	53326	1.9	1048
52660		2300	54960	3.06	457
54503		2300	56803	3.35	531
56138		2300	58438	2.7	-401
57822	0	2300	60122	2.9	-834
59557	0	2300	61857	2.9	-1168
				8.9	
	0			18.22	

City Proposal Arbitration

Fire	Equity Adjustment	Medic	Total	%	Difference
50124		2200	52324		1682
51126		2200	53326	1.9	1048
52660		2300	54960	3.06	457
54503		2300	56803	3.35	531
56138		2300	58438	2.7	-401
57822	178	2300	60300	3.2	-656
59557	768	2300	62625	3.9	-400
				10.25	
	946			19.7	

Union Proposal Arbitration

Fire	Equity Adjustment	Medic	Total	%	Difference
50124		2200	52324		1682
51126		2200	53326	1.9	1048
52660		2300	54960	3.06	457
54503		2300	56803	3.35	531
56138		2300	58438	2.7	-401
57822	634	2300	60756	4	-200
59557	968	2300	62825	3.4	-200
				10.6	
	1602			20	

Union Proposal Fact Finding Recommended

Fire	Equity Adjustment	Medic	Total	%	Difference
50124		2200	52324		1682
51126		2200	53326	1.9	1048
52660		2300	54960	3.06	457
54503		2300	56803	3.35	531
56138		2300	58438	2.7	-401
57822	834	2300	60956	4.3	0
59557	1168	2300	63025	3.4	0
				11	
	2002			20.45	

fact finding recommended

City Proposal
Fact Finding

Year	Police	Fire	Difference
	Total Wages	Total Wages	
2006	58839	58438	-401
2007	60956	60122	-834
2008	63025	61857	-1168
2006 - 2008	182820	180417	-2403

City Proposal
Arbitration

Year	Police	Fire	Difference
	Total Wages	Total Wages	
2006	58839	58438	-401
2007	60956	60300	-656
2008	63025	62625	-400
2006 - 2008	182820	181363	-1457

Union Proposal
Arbitration

Year	Police	Fire	Difference
	Total Wages	Total Wages	
2006	58839	58438	-401
2007	60956	60756	-200
2008	63025	62825	-200
2006 - 2008	182820	182019	-801

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Union Proposal
Fact Finding
(recommended)

Year	Police	Fire	Difference
	Total Wages	Total Wages	
2006	58839	58438	-401
2007	60956	60956	0
2008	63025	63025	0
2006 - 2008	182820	182419	-401

POLICE BONUSES

2005	Patrol	700.00 x 22=	\$15,400.00		
	Sgts.	275.00 x 6=	\$ 1,650.00		
	Sgts.	1250.00 x 6=	<u>\$ 7,500.00</u>		
			\$24,550.00		
2006	Patrol	1600.00 x 22=	\$35,200.00		
	Sgts.	2000.00 x 6=	<u>\$12,000.00</u>		
			\$47,200.00		
				Increase over 2005	\$22,650.00
2007	Patrol	2000.00 x 22=	\$44,000.00		
	Sgts.	2300.00 x 6=	<u>\$13,800.00</u>		
			\$57,800.00		
				Increase over 2006	\$10,600.00
				Increase over 2005	\$33,250.00
2008	Patrol	2300.00 x 22=	\$50,600.00		
	Sgts.	2300.00 x 6=	<u>\$13,800.00</u>		
			\$64,400.00		
				Increase over 2007	\$ 6,600.00
				Increase over 2005	\$39,850.00

FIRE MEMBERS

2006	No Equity adjustment			
2007	Equity adjustment			
	<u>Union Proposal</u>		<u>City Proposal</u>	
Firefighters	634 x 14=	\$8,876.00	178 x 14=	\$2,492.00
Lts.	691 x 3=	<u>\$2,073.00</u>	194 x 3=	<u>\$ 582.00</u>
		\$10,949.00		\$3,074.00
			2007 Difference	\$7,875.00
2008	Equity adjustment			
FireFighters	968 x 14=	\$13,552.00	768 x 14=	\$10,752.00
Lts.	1,055 x 3=	<u>\$ 3,165.00</u>	837 x 3=	<u>\$ 2,511.00</u>
		\$16,717.00		\$13,263.00
			2008 Difference	\$3,454.00
2007 & 2008 Total		\$27,666.00		\$16,337.00
			Total Difference	\$11,329.00

City Proposal

Wages	SGT.	Performance		Extra	Specialist	Total	%	Fire LT.	Medic	Total	%	Difference
		Bonus										
2005	63352	1250		275		64877		59408	2300	61708		-3169
2006	65252				2000	67252	3.7	61190	2300	63490	2.9	-3762
2007	67210				2300	69510	3.36	63220	2300	65520	3.2	-3990
2008	69227				2300	71527	2.9	65754	2300	68054	3.9	-3473
2006 - 2008	201689				6600	208289	12.4	190164	6900	197064	10.3	-11225

Union Proposal

Wages	SGT.	Performance		Extra	Specialist	Total	%	Fire LT.	Medic	Total	%	Difference
		Bonus										
2005	63352	1250		275		64877		59408	2300	61708		-3169
2006	65252				2000	67252	3.7	61190	2300	63490	2.9	-3762
2007	67210				2300	69510	3.36	63717	2300	66017	4	-3493
2008	69227				2300	71527	2.9	65972	2300	68272	3.4	-3255
2006 - 2008	201689				6600	208289	12	190879	6900	197779	10.6	-10510

	1984	2006
City	Hrs. Per Week	Hrs. Per Week
1 Bay Village	49.8	49.8
2 Beachwood	56	51.7
3 Bedford	56	48
4 Bedford Heights	52	49.8
5 Berea	56	51.7
6 Broadview Heights	NA	49.8
7 Brooklyn	56	51.7
8 Brook Park	48	48
9 Cleveland Heights	52	50
10 Eastlake	NA	52
11 Euclid	48	48
12 Fairview Park	51	49.8
13 Garfield Heights	54	50
14 Highland Heights	56	53
15 Independence	56	50.4
16 Lakewood	54	50.4
17 Lyndhurst	56	49.8
18 Maple Heights	54	51
19 Mentor	NA	49.8
20 Middleburg Heights	54	48
21 North Olmsted	56	50.4
22 North Royalton	54	49.8
23 Olmsted Falls	56	53
24 Parma	54	48
25 Parma Heights	NA	48
26 Richmond Heights	55	51.7
27 Rocky River	56	49.8
28 South Euclid	54	50
29 Strongsville	53	48
30 Twinsburg	NA	48
31 University Heights	54	52
32 Warrenville Heights	56	49.7
33 Wickliffe	52	52
34 Willoughby	56	49.8
35 Willoughby Hills	NA	49.8
36 Mayfield Heights	56	52
37 Shaker Heights	52	51
38 Solon	54	51.7
39 Westlake	48	48

New Contracts added

49.8

51

49.8

50.4

1774.8
33

1955.4
39

AVERAGE

53.8

50.1

The following table sets forth the maximum work hours standards for fire protection and law enforcement employees [29 CFR 553.230]. If hours are worked in excess of these standards, time and one-half overtime must be paid.

Work Period (days)	Hourly Overtime Standards	
	Fire Protection	Law Enforcement
28.....	212	171
27.....	204	165
26.....	197	159
25.....	189	153
24.....	182	147
23.....	174	141
22.....	167	134
21.....	159	128
20.....	151	122
19.....	144	116
18.....	136	110
17.....	129	104
16.....	121	98
15.....	114	92
14.....	106	86
13.....	98	77
12.....	91	73
11.....	83	67
10.....	76	61
9.....	68	55
8.....	61	49
7.....	53	43

current pay scale

8

A Year	B Fire Wages Without 1% reduction in 2003 and 1% reduction in 2004	C Fire Wages With 1% reduction in 2003 and 1% reduction in 2004	D Difference
2002	\$ 50,124.00	\$ 50,124.00	\$ -
2003	\$ 51,628.00	\$ 51,126.00	\$ 502.00
2004	\$ 53,693.00	\$ 52,660.00	\$ 1,033.00
2005	\$ 55,304.00	\$ 54,503.00	\$ 801.00
2006	\$ 56,963.00	\$ 56,138.00	\$ 825.00
2007	\$ 58,672.00	\$ 57,822.00	\$ 850.00
2008	\$ 60,432.00	\$ 59,557.00	\$ 875.00
2009	\$ 62,245.00	\$ 61,343.00	\$ 902.00
2010	\$ 64,112.00	\$ 63,184.00	\$ 928.00
2011	\$ 66,036.00	\$ 65,080.00	\$ 956.00
2012	\$ 68,017.00	\$ 67,032.00	\$ 985.00
2013	\$ 70,057.00	\$ 69,042.00	\$ 1,015.00
2014	\$ 72,159.00	\$ 71,114.00	\$ 1,045.00
2015	\$ 74,324.00	\$ 73,248.00	\$ 1,076.00
2016	\$ 76,553.00	\$ 75,445.00	\$ 1,108.00
2017	\$ 78,850.00	\$ 77,708.00	\$ 1,142.00
2018	\$ 81,215.00	\$ 80,040.00	\$ 1,175.00
2019	\$ 83,652.00	\$ 82,441.00	\$ 1,211.00
2020	\$ 86,162.00	\$ 84,914.00	\$ 1,248.00
2021	\$ 88,746.00	\$ 87,461.00	\$ 1,285.00
2022	\$ 91,409.00	\$ 90,085.00	\$ 1,324.00
2023	\$ 94,151.00	\$ 92,788.00	\$ 1,363.00
2024	\$ 96,976.00	\$ 95,571.00	\$ 1,405.00
2025	\$ 99,885.00	\$ 98,439.00	\$ 1,446.00
2026	\$ 102,881.00	\$ 101,392.00	\$ 1,489.00

\$ 1,844,246.00 \$ 1,818,257.00 \$ 25,989.00

Future wages
assumes 3% increase
from 2006-2026

APPENDIX B

STATE EMPLOYMENT RELATIONS BOARD

In the Matter of Conciliation Between:

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 3646,)	
)	CONCILIATOR: ROBERT STEIN
Employee Organization,)	
)	CASE NO.: 06-MED-02-0107
vs.)	
)	<u>POSITION STATEMENT OF</u>
CITY OF BROADVIEW HEIGHTS,)	<u>THE EMPLOYER</u>
)	
Employer.)	

This matter comes before the Conciliator pursuant to Chapter 4117 of the Ohio Revised Code, and according to the rules set forth in the Ohio Administrative Code. In accordance therewith, the City of Broadview Heights (Employer) presents its conciliation position statement.

1. The Employer, City of Broadview Heights, will be represented in these proceedings by:

Gary C. Johnson
Johnson Miller & Schmitz, LLP
1700 North Point Tower
1001 Lakeside Avenue
Cleveland, Ohio 44114
(216) 696-5222
(216) 696-5288 -- fax

2. The bargaining unit is the IAFF, Local 3646 (Union) representing approximately eighteen (18) employees who are employed in the Broadview Heights Fire Department occupying the positions of full-time Fire Fighters, Lieutenants and Captains.

3. A copy of the current Collective Bargaining Agreement (CBA) has been supplied to you.

ARTICLE XXXVI

COMPENSATION

EMPLOYER'S PROPOSAL:

Increase the 2006 salary schedule (\$56,138.00) by one thousand eight hundred sixty-two (\$1,862.00) dollars, which results in a 2007 salary for top step employees of fifty-eight thousand (\$58,000.00) dollars (\$60,300.00 with paramedic pay). Increase the 2007 salary schedule by two thousand three hundred twenty-five (\$2,325.00) dollars, which results in a 2008 salary for top step employees of sixty thousand three hundred twenty-five (\$60,325.00) dollars (\$62,625.00 with paramedic pay). Such increases to begin at the beginning of the first full payroll period in January 2007 and 2008.

UNION'S PROPOSAL:

Unknown, except more than the Employer's proposal.

PRESENT PROVISION:

Employees are working on their 2006 wage rates. The CBA provides in Article XXXVIII – Duration, for a wage reopener for the years 2007 and 2008, along with a healthcare reopener. Healthcare is not an issue, as it has been previously agreed to by the parties.

RATIONALE:

The underlying issue is these employees desire to be paid the same wage rate as the Police, after having received reductions in their work hours in addition to wage increases. Further compounding the issues is the fact that Fact Finder Harry Graham failed to properly analyze the tradeoffs these employees made in previous years of slightly smaller raises in order to obtain work hour reductions, while the Police obtained no such hour reductions.

A simple analysis of hourly wage increases from 2002 to 2006 shows that Policemen received an increase in annual wages from fifty thousand eight hundred forty-two (\$50,842.00)

dollars (including a signing bonus of \$200.00 and professional pay of \$275.00) in 2002 to an annual wage of fifty-eight thousand eight hundred thirty-nine (\$58,839.00) dollars (including professional pay of \$1,600.00) in 2006 for an hourly increase from twenty-four dollars and 44/100 (\$24.44) to twenty-eight dollars and 29/100 (\$28.29), for an increase of fifteen and eight-tenths (15.8%) percent.

These Fire Department employees for the same time period, shows they received an increase in annual wages from fifty-two thousand three hundred twenty-four (\$52,324.00) dollars (including \$2,300.00 paramedic pay) in 2002 to an annual wage of fifty-eight thousand four hundred thirty-eight (\$58,438.00) dollars (including \$2,300.00 paramedic pay) in 2006, for an hourly increase from eighteen dollars and 99/100 (\$18.99) to twenty-two dollars and 56/100 (\$22.56), for an increase of eighteen and eight-tenths (18.8%) percent. These hourly rate increases include hour reductions from fifty-three (53) hours per week to fifty-one and two-tenths (51.2) hours in 2003, and from fifty-one and two-tenths (51.2) hours to forty-nine and eight-tenths (49.8) hours in 2006. This represents an hour's reduction of six and one-tenth (6.1%) percent.

The net effect is that these employees have enjoyed a greater hourly rate increase than the Police during this time period, even though the total annual Police wage was greater. What these employees are trying to do now, and Harry Graham misconstrued it, is return to the same annual salary as the Police and eliminate the effect of the deals they agreed to in 2002 and 2006 to obtain hours reductions. Not a bad idea for them, if they can get it.

Hence, the issue here is, what should the relationship between these employees and the Police be as to wages. These employees want to be paid the same salary as the Police in 2007 and 2008. Harry Graham so advised. His analysis was wrong. Making the salaries the same,

obviates prior hour reduction settlements. Accordingly, it is inappropriate. Remember, the last hour reduction occurred in 2006, the year immediately preceding the first year covered by this conciliation.

The Employer has offered to maintain the same relationship between these two bargaining units commencing in 2008 (Firemen salaries \$400.00 less than Police). This means these employees will have the salary of sixty-two thousand six hundred twenty-five (\$62,625.00) dollars (including \$2,300.00 paramedic pay) in 2008. The proposed 2007 rate is sixty thousand three hundred (\$60,300.00) dollars (including \$2,300.00 paramedic pay), which represents a three and one-third (3 1/3%) percent increase over 2006. These increases result in a total increase of four thousand one hundred eighty-seven (\$4,187.00) dollars over two (2) years, or seven and two-tenths (7.2%) percent. Given today's economic woes, it is impossible to justify any wage increase greater than the Employer's proposal.