

STATE EMPLOYMENT
RELATIONS BOARD

2002 MED-5-A 10:20

IN THE MATTER OF THE FACTFINDING

BETWEEN

CITY OF SALEM, OHIO

AND

**INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 283**

SERB NO. 02-MED-04-0407

CHRISTOPHER E. MILES, ESQUIRE
Fact Finder

William C. Pepple, Esquire
Representing the City

Aaron T. Loper, Employee Representative
Representing the Union

BACKGROUND

This case concerns the fact finding proceedings between the City of Salem, Ohio (hereinafter referred to as the "City") and Local 283 of the International Association of Fire Fighters (hereinafter referred to as the "Union"). The undersigned, Christopher E. Miles, Esquire, was appointed as the Fact Finder in this matter through the offices of the State Employment Relations Board (SERB).

The fact finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law and the rules and regulations of SERB, as amended. The City and the Union engaged in the collective bargaining process for a period of time prior to the appointment of a Fact Finder and additional negotiations were conducted by the parties subsequent to the appointment of the Fact Finder. During their negotiations, the parties were able to resolve several provisions for the new collective bargaining agreement, however, the following issues remained unresolved:

- Article 5 - Wages
- Article 7 - Longevity
- Article 9 - Educational Certificate Bonus
- Article 12 - Hospitalization and Dental Insurance
- Article 13 - Group Life Insurance
- Article 14 - Vacation
- Article 15 - Holidays
- Article 16 - Hours of Work
- Article 17 - Sick Leave
- Article 21 - Safety Equipment
- Article 24 - Duty Injury
- Article 25 - Job Descriptions
- Article 30 - Educational Program & Reimbursement
- Article 34 - Temporary Leave

New Articles and Changes to Appendices

- Funeral Leave
- Fitness and Well-Being
- Vision Corrective Surgery
- Appendices D & F

The items which were resolved by the parties during negotiations prior to the fact finding hearing are hereby incorporated in this fact finding report.

The City was represented by William C. Pepple, Esquire, and the Union was represented by Mr. Aaron T. Loper, Employee Representative. Prior to the fact finding proceedings, which were conducted at City Hall in Salem, Ohio, on June 24, 2002, the Fact

Finder offered to attempt mediation of any of the unresolved issues and the parties agreed. During the mediation, the parties were able to resolve or withdraw several of the outstanding issues. The items resolved and/or withdrawn by the parties as set forth, as follows:

ITEMS WITHDRAWN

Article XXX- Educational Program & Reimbursement

The Union withdrew its request to increase the reimbursement from 50% to 100% for the cost of tuition and books expended in the pursuit of educational courses related to firefighting and the duties and responsibilities of a firefighter. The current language shall be retained as follows:

Article XXX - Educational Program and Reimbursement

A. The City shall reimburse each member of the bargaining unit fifty percent (50%) of the cost of tuition and books expended in the pursuit of educational courses related to firefighting and the duties and responsibilities of a firefighter. The member shall obtain the prior approval of the Fire chief. Such approval shall not be unreasonably denied.

Article XXXIV - Temporary Leave

The Union withdrew its request to extend the period that temporary leave may be granted from 60 calendar days to one year. The current language found in Article XXXIV shall be retained, as follows:

Article XXXIV - Temporary Leave

A. The City of Salem may grant temporary leave without pay for a period not to exceed sixty (60) calendar days, upon the request of a bargaining unit member for a good cause shown. Such request shall not be unreasonably denied by the City, but shall be granted at the discretion of the Fire Chief. This leave may only be granted once to an employee for the duration of this contract, and no more than one (1) employee at a time may enjoy this leave unless the City makes exception, which exception shall be within the City's sound discretionary authority. This leave will not be granted if doing so creates overtime that would otherwise be unnecessary.

New Article - Fitness and Well-Being

The Union withdrew its proposal that each of the bargaining unit members be provided a free family membership to the Salem Community Center.

ITEMS SETTLED BY THE PARTIES

Article IX - Educational Certificate Bonus

The parties resolved the issue surrounding the educational certificate bonus, as follows:

Article IX - Educational Certificate Bonus

A. Each employee covered by this Agreement, who has received state certification in the following classifications, shall receive an additional amount of pay biweekly as follows:

State Certified T&I Instructor	\$12.50
First Responder	\$12.50
Emergency Medical Technician	\$15.00
Emergency Medical Technician Advanced	\$17.50
Paramedic	\$20.00
Scott Trained Repair Technician	\$17.50

B. Employees shall be limited to payment of one (1) classification.

Article XIII - Group Life Insurance

The parties resolved the issues surrounding group life insurance and the Union agreed to keep the language as it exists in the current Agreement, as follows:

Article XIII - Group Life Insurance

A. The City will provide term life insurance coverage to bargaining unit members in the amount of twenty-five thousand (\$25,000). The City shall pay the cost of such life insurance coverage.

B. All members of the bargaining unit not specifically designated with a bond requirement shall be covered with honesty blanket bond coverage in the amount of ten thousand dollars (\$10,000).

Article XIV - Vacation

The parties resolved the issues surrounding vacation time by increasing the number of vacation days in the following manner:

Article XIV - Vacation

A. Continuous service with the City shall be used for determining vacation entitlement. Any full time employee of the Salem Fire Department covered by this Agreement shall be entitled to vacation as follows only after said employee has completed one (1) full year of service:

Upon completion of 1 year of continuous service	5 working days
Upon completion of 6 years of continuous service	8 working days
Upon completion of 11 years of continuous service	11 working days
Upon completion of 16 years of continuous service	12 working days

Upon completion of 20 years of continuous service—14 working days
 Upon completion of 24 years of continuous service—15 working days

D. 2. Vacation time shall be credited as of January 1 of each year. Employees shall be eligible for the next increment of vacation days as of January 1 of the calendar year in which they become eligible for the next step. Probationary employees will be credited with the appropriate number of hours, but will be unable to use those hours until after the completion of their probationary period.

E. If any employee of the City gives notice, in writing, to the City Treasurer at least two weeks in advance of his/her intention to take his/her vacation, the Treasurer will then authorize the Auditor in writing to pay to the employee a maximum of two weeks vacation in advance. However, such payment shall not exceed the vacation pay to which the employee is entitled for his/her length of service.

Appendices D & F

Appendix D is entitled "Hospitalization Benefits Highlights" and the City agreed to update the Appendix by adding a new copy of the health certificate.

Appendix F is entitled "Dental Insurance Benefits" and the City agreed to update the Appendix by adding the name, address, and telephone of Fortis Benefits and update Dental Insurance Benefit information to be consistent with the current coverage.

FINDINGS AND RECOMMENDATIONS

After consideration and a thorough review of the financial information and documentation supplied by the parties, as well as their presentations and positions, the Fact Finder makes the following recommendations for the issues which remained at impasse:

ISSUE 1: ARTICLE V - WAGES

The Agreement currently provides for wages in Article V, Section A., that:

A. The base salary for the employees of the Salem Fire Department covered by this Agreement shall be paid as set forth below::

Bi-Weekly Schedule

RANK	Eff. 07/01/99	Eff. 07/01/2000	Eff. 07/01/2001
3rd Class FF	\$847.87	\$895.87	\$945.47
2nd Class FF	\$1,129.76	\$1,177.76	\$1,227.36
1st Class FF	\$1,184.80	\$1,232.80	\$1,282.40
Lt./Inspector	\$1,303.20	\$1,356.00	\$1,410.40
Captain	\$1,368.80	\$1,424.00	\$1,481.60

The City has proposed the following wages for a three (3) year contract to begin on July 1, 2002.

<u>Effective Date of Increase</u>	<u>Amount of Increase</u>
July 1, 2000	Zero percent (0%) increase in wages, but each member of the bargaining unit will receive a one-time signing bonus of \$850.
July 1, 2003	One percent (1%)
July 1, 2004	Two percent (2%)

The City has also proposed to offer direct deposit of pay to employees in the new contract.

The Union initially proposed a five percent (5%) wage increase for each year in 1st Class Fire Fighter wages. The Union subsequently proposed wage increases of 3%, 5%, and 7%, with modifications to 2nd and 3rd Class wage rates, and adding a 10% wage differential between 1st Class and each ranking officer, in an attempt to meet the City's needs of back loading.

RECOMMENDATION

Based upon the record developed in this case and after review of the comparable documentation submitted by the parties, the Fact Finder recommends wage increases of 3%, 3.5%, and 4% for the three year duration of the new Agreement. The Union's request for a 15% wage increase over the next three years is found to be excessive and unreasonable. The Fact Finder also finds that the City has experienced declining revenue and increased expenditures in recent years, however, it is found that other employees of the City have realized an average of 4% wage increases for 2002 and 2003. In addition, a consideration of the comparable documentation submitted reveals that the similarly situated Fire Fighter bargaining units have received a minimum of a 3% wage increase and the recommendation in this case is not out of line with those comparable units. It is therefore recommended that the bi-weekly schedule provide for the three year duration of the Agreement as follows:

RANK	Eff. 07/01/2002	Eff. 07/01/2003	Eff. 07/01/2004
3rd Class FF	\$973.83	\$1,007.92	\$1,048.24
2nd Class FF	\$1,264.18	\$1,308.43	\$1,360.76
1st Class FF	\$1,320.87	\$1,367.10	\$1,421.79
Lt./Inspector	\$1,452.71	\$1,503.56	\$1,563.70
Captain	\$1,526.05	\$1,579.46	\$1,642.64

ISSUE 2: ARTICLE 7 - LONGEVITY

With regard to longevity, the Agreement currently reads:

A. Each employee covered by this Agreement shall be entitled to longevity pay in addition to other compensation, in the following amounts for the following periods of time:

YEARS OF CONTINUOUS SERVICE	BI-WEEKLY PAYMENT	YEARS OF CONTINUOUS SERVICE	BI-WEEKLY PAYMENT
< 5 yrs	\$0.00	15 yrs	\$34.85
5 yrs	\$11.62	16 yrs	\$37.17
6 yrs	\$13.94	17 yrs	\$39.49
7 yrs	\$16.26	18 yrs	\$41.82
8 yrs	\$18.59	19 yrs	\$44.14
9 yrs	\$20.91	20 yrs	\$46.46
10 yrs	\$23.23	21 yrs	\$48.79
11 yrs	\$25.55	22 yrs	\$51.11
12 yrs	\$27.88	23 yrs	\$53.43
13 yrs	\$30.20	24 yrs	\$55.76
14 yrs	\$32.52	25 yrs	\$58.08

B. For 26 years and each additional year thereafter, add two dollars and thirty-two cents (\$2.32) biweekly per year.

The Union has requested a 5% increase in the longevity rate in the first year only of the proposed contract.

The City has sought to maintain the same longevity pay in the new Agreement as the schedule occurs in the current Agreement.

RECOMMENDATION

Due to the financial situation of the City and based upon the fact that the current schedule results in increases each year from year 6 through year 25 of an employee's service, it is not recommended that any increase in the longevity benefit be made in the new Agreement. It is found that the current longevity amounts which will be paid in addition to the wage increase are fair and reasonable. Based upon the data from comparable units presented by the City, the Union will remain in the middle of the pack with regard to longevity payments.

ISSUE 3: ARTICLE XII - HOSPITALIZATION, DENTAL AND OPTICAL INSURANCE

Section C of Article XII currently reads as follows:

C. Each member of the bargaining unit agrees to fund fifty percent (50%) of hospitalization increases over four hundred (\$400) per month, up to fifteen dollars (\$15.00) per pay period (three hundred ninety dollars (\$390) per year.

Section D.2 of Article XII provides that:

D. 2. The City shall pay up to thirty dollars (\$30.00) per month averaged, toward dental coverage with coverage comparable to the plan specified in Appendix F. Each member's amount shall be calculated and deducted per pay.

The City has proposed that all cost increases for hospitalization and dental insurance in Article XII beyond current levels be split evenly between the parties with each one paying 50% of the increase.

The Union's proposal requests that the City pay 100% of the cost of all insurance premiums and eliminate the \$390.00 per year payment currently made by employees participating in the insurance plan and eliminate all employee participation in the cost of dental insurance.

RECOMMENDATION

It is recommended, after review of the record in this case, that the current language found in the Agreement be retained and included in the new Agreement. Clearly, the cost of health insurance premiums has become a major concern nationwide. However, due to the

circumstances surrounding this case, it is found that the language in the current Agreement is most fair and reasonable. Currently, employee costs for hospitalization coverage are capped at \$390.00 per year. Likewise, the City has a \$30.00 per month cap on the dental insurance payments. The record reveals that since 1996, the contributions by the bargaining unit members for healthcare insurance has steadily and significantly increased in line with the general overall increase for such benefits. Based upon the above, it is recommended that Section C and D.2 of Article XII be retained from the current agreement.

ISSUE 4: **ARTICLE XV - HOLIDAYS**

The Agreement currently reads as follows:

A. The bargaining unit employees shall receive twelve (12) twenty-four (24) hour days off per calendar year. Five (5) of these days off shall compensate for legal holidays of the City of Salem, and seven (7) of these days off shall compensate for the mandatory reduction of hours required by the Fair Labor Standards Act. These days shall be credited to each employee on January 1 of each year.

B. When a new employee is hired, s/he shall be entitled to a pro-rated number of holidays for the year in which his/her employment with the City commences. These holidays shall be credited to the newly hired employee on his/her first day of employment with the City. The following formula shall be used in determining the pro-rated holidays: (sic)

$$[288 \text{ hrs} + 12 \text{ months}] \times \# \text{ of months remaining in year}$$

C. Said holidays shall be taken so as not to have two (2) bargaining unit members off at once on any shift.

D. Any member of the bargaining unit working on Thanksgiving Day and or Christmas Day shall be allowed one (1) hour off, with compensation.

E. Holidays may not be carried over from one year to the next.

The Union has proposed during negotiations to increase the number of twenty-four (24) hour days off from 12 to 14; to increase the number of days off for the mandatory reduction in hours under the Fair Labor Standards Act from seven to nine; to increase the pro-rata formula for holiday benefit calculation for new employees; to add a one and one-half (1½) pay requirement for working on holidays in addition to the holiday pay; and to add the employee's birthday to the list of holidays.

The City requests that this item remain the same as in the current Agreement.

RECOMMENDATION

The Fact Finder recommends, after review of the proposals of the parties with regard to holidays, that the language in the current Agreement be retained except that, in addition to the one hour off with compensation on Thanksgiving Day and or Christmas Day, the members of the bargaining unit working on those holidays be compensated at the rate of one and one-half (1½) times their hourly rate of pay for all hours worked on that holiday. The Union members will remain about in the middle in comparison to other similarly situated Fire Fighter bargaining units with 12 paid holidays. However, review of the comparables submitted also reveals that most other Fire Fighter units receive additional pay when they are required to work on legal holidays. Therefore, it is recommended that Section F. be added to the new Agreement which states that:

F. Members of the bargaining unit working on Thanksgiving Day and or Christmas Day shall be compensated at the rate of one and one-half (1½) times their hourly rate of pay for all hours worked on said holiday.

ISSUE 5: **ARTICLE XVI - HOURS OF WORK**

The current language in the Agreement states that:

A. It is hereby mutually agreed that the work hours and schedule which constitutes a fifty-three (53) hour work week, averaged on an annual basis, will not be changed or altered from the effective date of this Agreement. The Management agrees that for the period of this Agreement, the work schedules in the Salem Fire Department shall be scheduled on the basis of three (3) platoons. Each platoon shall work a twenty-four (24) hour work day, followed by a minimum of forty-eight (48) hours off duty.

B. In order to achieve an averaged fifty-three (53) hour work week, Management shall grant seven (7) holidays off per man each year to satisfy the hour reduction, as set forth in Article XV of this Agreement. Said holidays shall be credited to each employee on January 1 of each year.

C. The past practice of reduced work load shall remain in effect on Sundays and Holidays.

The City requests that this language remain the same for the new Agreement. The Union, however, has proposed to decrease the standard work week from fifty-three (53) to fifty-two (52) hours and to change the holiday benefit as stated above in paragraph B in order to be consistent with its proposal concerning holidays in Article XV.

RECOMMENDATION

Despite the Union's claim that many surrounding Fire Departments enjoy fewer working hours both on a weekly and annual basis and receive higher compensation, the comparables submitted by the parties reveal that most of the departments actually work more hours per week (as many as fifty-six (56) hours per week) than the collective bargaining members in Salem. Therefore, it is recommended that the current language in Article XVI concerning hours of work remain unchanged for the new Agreement.

ISSUE 6: **ARTICLE XVII - SICK LEAVE**

The current language in dispute is found in Sections D and F of Article XVII of the current Agreement. These sections state:

D. Each bargaining unit member shall be permitted to use one (1) day of sick leave per year as a personal day. Employees shall give a minimum of forty-eight (48) hours notice prior to using the personal day. The forty-eight (48) hour notice may be waived by the Chief for valid emergency reasons. Union officers or their designee may collectively use up to three (3) additional days of personal leave charged to sick leave or any compensated leave to their credit to conduct union business.

F. Members of the bargaining unit shall be permitted to convert to cash any or all sick leave accumulated and unused within an annual period. Said period shall commence on the first day of the pay period which includes November 1, and end on the last day of the pay period immediately preceding the start of the next year's period commencement. Said cash payment shall be made no later than the end of the pay period containing December 1. An employee eligible to receive a cash benefit conversion of sick leave at year's end must indicate his/her desire to convert any sick leave no later than the end of the pay period that includes the first day of November. Calculation shall be made by the following formula: (sic)

Fifty percent (50%) of the employee's accrued unused hours earned during the period, times his/her hourly rate.

The Union has proposed to convert one day of sick leave to a personal day and to allow employees to convert all accrued sick leave hours to pay at 100% of the employee's hourly rate. The Union maintains that there is no incentive for bargaining unit members to bank sick leave hours which in turn causes the use of more sick leave by employees and thus higher overtime expenses to the City.

The City has proposed that this item remain the same as in the current Agreement.

RECOMMENDATION

The Fact Finder recommends that the language found in the current Agreement be retained for the new Agreement. It is found, based upon all of the evidence of record that the current sick leave benefit provided for bargaining unit members is fair and reasonable.

ISSUE 7: **ARTICLE XXI - SAFETY EQUIPMENT**

The language in dispute is found in Section E of Article XXI of the current Agreement. Section E provides as follows:

E. Whenever the manpower drops to a level below four (4) men per shift, the officer in charge, with the prior approval of the Fire Chief shall contact off duty employees of the Fire Department according to established procedures in this contract under Article X, Fill-In Time, and Appendix A, to re-establish the shift strength to four (4) men, including the Chief, if on station.

The Union has proposed to expand the minimum staffing level from four (4) men per shift to five (5).

The City, on the other hand, has proposed language to suspend the effect of the staffing level provisions in paragraph E of this Article. The effect of the language proposed by the City is that paragraph E would no longer be in effect in the event of employee lay-offs caused by financial shortfall or reorganization. The City has proposed the following language to be added as paragraph F:

F. In the event of a staff reduction, the provisions of paragraph E. shall be null and void until staffing levels are restored.

RECOMMENDATION

The Fact Finder recommends that the language of Section E of Article XXI, Safety Equipment, remain as is in the current Agreement. In addition, it is recommended that the language proposed by the City be added as Section F. As noted by the City during the Fact Finding proceedings, paragraph E. in the current Agreement establishes a fixed staffing level without regard to the determined need for services and without regard to the City's ability to pay for such services. The addition of Section F would suspend the effect of Section E until staffing levels could be restored. Therefore, it is recommended that the City's proposed language, as set forth above, be added to the new Agreement as paragraph F.

ISSUE 8: **ARTICLE XXIV - DUTY INJURY**

The current language of the Agreement found in Article XXIV is as follows :

- A. On-duty injuries shall be handled in accordance with the present rules and regulations of the Ohio Worker's Compensation Laws and the provisions of the Ohio Police and Fire Disability and Pension Fund.
- B. All employees who are injured, or who are involved in an accident during the course of their employment, shall file an accident report on a form furnished by Management. No matter how slight the incident, all injuries should be reported to the employee's immediate supervisor. The supervisor shall provide assistance to the employees in filling out all necessary forms when requested. The employee shall be furnished a copy of any and all accident reports filed by the employer.
- C. Management shall be furnished with a report of any necessary medical assistance received by the employee as a result of said injury.
- D. The City agrees to provide hospitalization insurance as described in Article XII, for a period of two (2) years maximum, to any member and his/her family while such member is on Worker's Compensation Leave.
- E. If an employee claimant is scheduled to work on a date when a Worker's Compensation hearing or administrative appeal from a Worker's Compensation decision is scheduled, and s/he is unable to change the date of his/her hearing, then the employee shall be released from duty to attend the hearing without loss of pay and without loss of accumulated sick leave hours.
- F. All such injured employee leave shall not be counted under the provisions of the Family Medical Leave Act.
- G. During injury on duty leave, the City shall continue to pay all pension premiums as provided for in this Agreement for a maximum period of ninety (90) calendar days.

The City proposes a change in Section C of Article XXIV as follows:

- C. The Chief or his/her designee shall be furnished with a report within 24 hours of any necessary medical assistance received by the employee as a result of said injury.

The Union has sought an elaborate proposal concerning on duty injury coverage. The intent, according to the Union, is to provide a bargaining unit employee with proper, uninterrupted compensation for 12 months in the event that he/she is injured while performing duty and that said employee should not lose his or her sick time or compensation when injured on duty.

RECOMMENDATION

The Fact Finder recommends that the language currently existing in the Agreement be retained for the new Agreement. With regard to the City's proposal, employees already have an affirmative duty to report any on the job injury to their immediate supervisor, no matter how slight the incident. On the other hand, the Fact Finder declines to recommend the proposal of the Union without being aware of the full ramifications of adding such language to the collective bargaining agreement. As noted by the City, the Worker's Compensation Law in Ohio is complex and is ever changing. The Union concedes that its proposal is lengthy and somewhat difficult to understand. Consequently, the Fact Finder recommends that the current language of the Agreement found in Article XXIV be retained for the new Agreement.

ISSUE 9: **ARTICLE XXV - JOB DESCRIPTIONS**

The Union has proposed to add a provision to Article XXV to require the City to lock in current staffing levels for the classifications of Captain, Lieutenant, and Inspectors, at three for each classification and to increase the number of Fire Fighters from six to nine. The Union argues that the Fire Department in Salem is understaffed. In 1981, the City of Salem had 19 Fire Fighters including the Chief, while the current staffing level is 16. Meanwhile, there have been annexations over the last 20 years adding acres of land and houses along with new businesses and industrial parks.

The City requests that the current language in Article XXV be retained.

RECOMMENDATION

The Fact Finder recommends that the current language set forth in Article XXV remain unchanged for the new Agreement. The staffing levels are generally a managerial decision based upon a need for services and financial ability to pay for such services. Furthermore, the addition of more Fire Fighters would result in increased cost to the City for additional wages and fringe benefits. It is found that the City is not in a financial position to absorb those costs at this time.

ISSUE 10: **NEW ARTICLE - FUNERAL LEAVE**

The Union has proposed that a new provision be added to the Agreement concerning a funeral leave benefit. The Union maintains that funeral related activities should not be

charged against an employee's accrued sick leave hours when it involves family members. It notes that Many other governmental units permit funeral leave without it being charged against the employee's sick leave hours.

The City has rejected this proposal. It notes that bargaining unit members can use sick leave for illness or death in an employee's immediate family. Therefore, it believes that adding funeral leave to the Agreement is unnecessary and redundant.

RECOMMENDATION

The Fact Finder recommends that the provision concerning funeral leave proposed by the Union be added to the Agreement as a new Article or incorporated in Article XVII. However, the Fact Finder recommends that the number of days for funeral leave be reduced to three (3) consecutive calendar days in Section A and to two (2) consecutive days in Section B. The inclusion of this provision would allow bargaining unit members time off for attending funerals without having sick leave hours deducted from accumulated sick leave hours. Many other comparable units provide for such benefits. Therefore, it is recommended that the new Article for funeral leave be included in the new Agreement, as follows:

A. A member of the bargaining unit shall be entitled, upon death of a member of his immediate family, to a maximum of three (3) consecutive calendar days of funeral leave, with pay, to commence with the deceased's time of death provided the member attends services the day of the funeral.

B. A member of the bargaining unit shall also be entitled to a maximum of two (2) consecutive calendar days of funeral leave with pay in the event of the death of an employee's aunt, uncle, nephew, niece, step-grandparents, brother-in-law, sister-in-law, step-parents or stepchild provided the member attends services the day of the funeral.

C. For purposes of Section A, immediate family shall be defined as employee's grandparents, brother, sister, father, child, father-in-law, mother, mother-in-law, spouse or legal guardian.

D. Additional funeral leave may be granted to an employee, beyond that provided above, at the discretion of the Employer, with such additional leave charged to an affected employee's accumulated sick leave.

ISSUE 11: VISION CORRECTIVE SURGERY

The Union has requested that a provision be added to the Agreement that provides for vision corrective surgery and be added to the employee's insurance coverage. The Union

maintains that this is a safety issue and such benefits would protect both the employee and the employer against litigation due to injury.

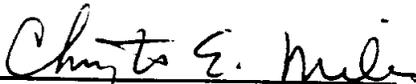
The City has rejected this proposal and contends that it would be a costly benefit for an elective, optical corrective procedure.

RECOMMENDATION

The Fact Finder recommends that the Union's proposal concerning vision correction surgery not be added to the new Agreement. Only one comparable unit was supplied by the Union which affords such coverage. Numerous comparable units provided by the City do not provide such coverage. In addition, there was no cost analysis submitted for review and because insurance costs are currently increasing at an alarming rate, the Fact Finder does not recommend that this provision be included in the new Agreement.

CONCLUSION

In conclusion, the Fact Finder submits the Findings and Recommendations as set forth herein.



Christopher E. Miles, Esquire
Fact Finder

August 2, 2002