

STATE EMPLOYMENT
RELATIONS

May 25 11 31 AM '98

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

CITY OF INDEPENDENCE)
)
AND)
)
INDEPENDENCE PROFESSIONAL)
FIRE FIGHTERS, LOCAL 2375)

CASE NO. 98-MED-09-0869

FINDINGS
AND
RECOMMENDATIONS

JAMES M. MANCINI, FACT-FINDER

APPEARANCES:

FOR THE UNION

Kenneth R. Adams

FOR THE CITY

Kurt D. Weaver, Esq.

SUBMISSION

This matter concerns fact-finding proceedings between the City of Independence (hereinafter referred to as the City) and the Independence Professional Fire Fighters, Local 2375, International Association of Fire Fighters (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding proceedings were conducted on March 3 and April 29, 1999.

The fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceeding, this fact-finder attempted mediation of the issues at impasse with several issues being tentatively agreed upon by the parties. The issues remaining for this fact-finder's consideration are more fully set forth in this report.

The bargaining unit involved herein consists of all Firefighters and Firefighter/Paramedics in the City's fire department. There are approximately seventeen employees in the bargaining unit.

This fact-finder in rendering the following findings of fact and recommendations of issues at impasse has taken into consideration the criteria set forth in Ohio Revised Code Section 4117(G)(6)(7). Further, this fact-finder has taken into consideration all reliable evidence presented relevant to the outstanding issues before him.

1. WAGES

The Union proposes wage increases of 4% in 1999 and the year 2000. The Union also proposes a parity adjustment of \$920 which is to be added on to the base wage in each year of the Agreement prior to the 4% general wage increases it has requested. The City proposes that there be a 3% general wage increase in each year of a three-year Agreement.

The Union argues that there are justifications for its wage proposal based upon comparables. It produced evidence which it indicated was compiled from a SERB Report which shows that Independence firefighters' wages ranked twenty-second out of thirty-six cities in the county. The current \$44,445 top wage for firefighters falls slightly below the average for the area. The Union further indicated that firefighters' wages here include paramedic pay which was rolled into the base wage by agreement of the parties during the last negotiations. As a result, the Union contends that it is appropriate to compare firefighters' salaries here, less their paramedic rollup, with the basic salary received by firefighters in these other jurisdictions. With few exceptions, paramedic pay is provided to firefighters in the other cities. The Independence firefighter's wage without paramedic pay is calculated at \$42,445. The Union submits that this falls well below firefighters' salaries found in neighboring comparable cities such as Parma, Cuyahoga Heights, Brecksville, Middleburg Heights and Richmond Heights.

The Union further contends that a wage parity adjustment is warranted in order to bring firefighters' wages more into line with that of Independence police. Currently,

the top firefighter's wage, without paramedic pay, of \$42,445 falls 9.04% below the top patrolmen's wage of \$46,284. Independence police salaries are ranked fourth of the thirty-six cities which the Union cites in its parity comparison. The Union points out that even if the paramedic pay were included, the firefighters would still rank only twenty-second out of the thirty-six cities in the area. Considering the relatively high wages paid to the City's police, it would only be appropriate for the firefighters to have parity with those police department wages. The Union submits that it has made a reasonable request for parity adjustment of \$920 to be added to the base wage in each year of the Agreement.

The City claims that comparables support its wage proposal for 3% increases in each year of a three-year Agreement. The City points out that in 1995 the Union demanded and was awarded a reduction in working hours from a fifty-three hour workweek to a fifty-one hour workweek. The fact-finder noted that this equated to a 3% increase for that particular year. If the fifty-one hour workweek or the 3% increase which the Union gave up in 1995 is factored in, the present total compensation for firefighters would be \$45,766. This would place the City firefighters thirteenth out of thirty-six communities. However even if existing firefighters' wages of \$44,445 is compared to those other communities, it is apparent that the wages are above average. The City cited a recent SERB Benchmark Report dated April 16, 1999 which shows that the average firefighter's wage in twenty-six communities in the area is \$43,743.

The City contends that the Union's demand for parity with police wages is totally inappropriate under SERB guidelines which obligate a fact-finder to take into consideration comparisons with other public employees "doing comparable work..." Employees in the police and fire departments perform different public services, are on different schedules, and require a different kind of training. As such, the Union's parity comparison is without merit and should be ignored.

The City also cites the significant cost of the Union's demands. The City points out that it presently pays 61.7 cents in fringe benefits for every dollar in wages paid to Union members. The City contends that its 3% wage increase proposal is consistent with that negotiated by firefighters in other communities. As a result, it should be deemed that its proposal of 3% is fair and reasonable.

ANALYSIS – Based upon a careful review of the evidence, this fact-finder would recommend that there be 3.5% wage increases in each year of a two year Agreement. Such increases would be in line with wage increases provided to firefighters in the area. For example the evidence showed that for 1999, 3.5% wage increases were granted to firefighters in the cities of Bay Village, Fairview Park, Lakewood, Westlake, Beachwood, Bedford Heights, Richmond Heights and Solon. Although firefighters' wage settlements in several other neighboring cities exceeded 3.5% and in some instances were lower, the evidence establishes that 3.5% wage increases have been the general norm for firefighters in the area.

This fact-finder has further determined that an additional equity pay adjustment for firefighters beyond the general wage increases is warranted in this case. In that regard this fact-finder would recommend that effective January 1, 1999, \$444 should be added on to the wages set forth in the Compensation Schedule. This wage adjustment should be made prior to the 3.5% increase to the base wage which is to be provided to firefighters at that time. In that this fact-finder is recommending a two-year Agreement, there would be no basis for making any other equity pay adjustment beyond that provided for in the first year of the Agreement.

Wage comparables support the equity pay adjustment which is being recommended herein. Currently, the top wage for firefighters in the City of Independence is \$44,445. As previously indicated, the paramedic pay for Independence firefighters was rolled into their base wage as part of a prior contract settlement between the parties. If one were to deduct the amount included for paramedic pay, the Independence firefighter's top wage would be \$42,445. It would be appropriate in comparing firefighters' wages to use SERB's April 1999 Benchmark Report which contains the most recent data. When one compares the top salary and paramedic pay received by firefighters in the area, it is evident that the Independence firefighters' current top wage of \$44,445 would fall slightly below the average for the region which is \$45,037. Likewise if only the firefighters' basic wage is used for comparison purposes without any consideration to the amount they receive for paramedic pay, the Independence firefighter's wage of \$42,445 would be below the average of \$43,743 for

wage increase without any equity pay adjustment. For example, the City of Brooklyn which is on a 51.7 hour workweek schedule pays their firefighters a top wage of \$46,596. Likewise, the cities of Fairview Park and Rocky River whose firefighters work a 49.8 hour schedule are paid a top wage of \$46,500 and \$46,215, respectfully. Again, it should be noted that if the firefighters here only receive a 3.5% general increase, their top wage would be increased to \$46,001 which would be below the above cited top wages. Thus even when similar workweek schedules are considered, bargaining unit wages here fall below those found in several comparable communities. Such evidence once again supports the equity pay adjustment recommended herein.

This fact-finder would agree with the City's contention that it would be improper to give consideration to the Union's demand for parity with police wages. Under SERB guidelines, this fact-finder may take into consideration reliable evidence comparing wages of the bargaining unit with those "doing comparable work..." As noted by the City, the work performed by its police and firefighters is quite different. The police are mainly involved in performing law enforcement duties. The firefighters on the other hand are engaged in performing typical fire fighting activities including emergency medical services. The work schedules as well as training received by the respective employees are also quite distinguishable. In that police and firefighters do not perform "comparable work," this fact-finder does not believe that it would be appropriate under SERB guidelines to compare the pay of firefighters with that of police officers as the Union suggested. As a result, it must be held that there is absolutely no merit to the

Union's demand that firefighters should have an additional pay increase in order to achieve parity with police department wages.

However, this fact-finder is required to consider "reliable information relevant to the issues" before him. In that regard, the relatively high ranking which other City employees have is relevant to making a determination as to what would be appropriate for firefighters' wages in this case. The evidence shows that the City's police wages are among the highest for police in the area. The Independence police rank fourth out of the thirty-six communities used in the comparison. Similarly, the City's dispatchers rank ninth out of twenty-six comparable cities. Even the City's Service Department employees rank at or near the top with respect to comparable wages in the region. As indicated previously, the City's firefighter wages do not rank anywhere near the top and based on the evidence produced appear to be below average when one considers total compensation. This fact-finder finds that the relatively high salary ranking of the City's police, dispatchers and Service Department employees support the recommendation for an additional equity pay adjustment for firefighters. With the \$444 pay adjustment in the first year of the Agreement, and the 3.5% wage increase recommended herein, the firefighters' top wage would be increased to \$46,460. As a result of such a wage increase, Independence firefighters would also have a relatively high ranking with respect to similarly situated employees in comparable communities.

RECOMMENDATION

It is the recommendation of this fact-finder that there be 3.5% general wage increases in each year of a two-year Agreement. In addition, an equity pay adjustment of \$444 is to be provided effective January 1, 1999.

WAGES

Effective January 1, 1999 - \$444 Equity Pay Adjustment is to be added onto base wages prior to the following general wage increases.

Retroactive to January 1, 1999 – 3.5% General Wage Increase.

Second Year of Agreement – 3.5% General Wage Increase.

2. OVERTIME

The Union proposes that Floating Kelly Days should be included in determining the total number of hours worked for overtime purposes. The City proposes that there be no change in the current Overtime Provision.

The Union contends that it is proposing that Floating Kelly Days be counted as hours worked so that firefighters may receive overtime pay for all hours worked over their normal work schedule which would be in line with other City workers. The firefighters work a 51 hour workweek schedule with a nineteen day pay cycle. Due to the 51 hour workweek, the firefighters are required to take four Floating Kelly Days so that the hours will even themselves out at the end of the year. The Kelly Days must be taken during what is known as the low period. The low period reduces a firefighter's work hours to 124 hours for that pay period which is below the 140 hours required for time and one-half compensation. The Union cites comparables which indicate that for several area communities, overtime is paid to firefighters for any hours worked over their regular workweek.

The City contends that the inclusion of Kelly Days into the determination of the total number of hours worked is an unnecessary expansion of the number of non-productive hours to be included in the overtime calculation. Over the past four contracts, the parties have agreed that only holidays and vacation days should be included in determining the total number of hours worked. The Union was unable to demonstrate any specific need to broaden this determination for overtime purposes.

ANALYSIS – This fact-finder finds that there was insufficient basis established for the Union’s proposal to include Kelly Days as hours worked for overtime calculation purposes. The comparable evidence submitted failed to clearly show that it is the norm in other firefighter contracts to include Kelly Days in hours that count towards those needed to trigger overtime compensation. Of those communities where firefighters work a similar 51 hour workweek, only Garfield Heights was cited in support of the Union’s position.

This fact-finder would agree with the City’s position that the inclusion of Kelly Days in the determination of the total number of hours worked would amount to the expansion of the number of non-productive hours which are to be included for overtime calculation purposes. As the City pointed out, during the past four contracts the parties agreed that only holidays and vacation days should be included when determining the total number of hours worked. Again, there was no basis established by the Union for now adding the non-productive Floating Kelly Days to those which are to be included for triggering overtime compensation. As a result, this fact-finder would not recommend the Union’s overtime proposal regarding Kelly Days.

RECOMMENDATION

It is the recommendation of this fact-finder that the Union’s Overtime Proposal that Kelly Days be included in determining the total number of hours worked should be rejected.

OVERTIME – Current language, no change.

3. HOLIDAYS

The Union proposed to increase the holiday time off by two days. The City proposes to retain the current provision that provides each firefighter with five, twenty-four hour consecutive duty hours off during the calendar year.

The Union argues that the firefighters are the only full-time employees in the City which are not receiving ten holidays per year. All other employee units both contractual and non-contractual receive ten holidays. The Union cites comparables which it claims shows that the five holidays which the firefighters receive here is below the average received by firefighters in the area.

The City contends that the current five tours of duty off per year allotted the firefighters for holidays is more time off for holidays than other City employees who work comparable hours receive. When the firefighters' twenty-four hour tour of duty is proportionately compared to a regular forty-hour employee, the firefighter actually receives the equivalent of 11.75 holidays per year which is more than other City employees. If the Union's proposal to increase the paid tours of duty per year from five to seven were adopted, this would be equivalent to 16.5 holidays per year for employees working a regular forty-hour workweek or a 2,080 hours per year schedule. The City also cites comparables in support of its position which it says shows that five holiday tours of duty for firefighters is not unreasonable.

ANALYSIS – This fact-finder would not recommend any change in the current Holiday Provision. That provision which provides firefighters with five tours of duty off

per calendar year appears to be reasonable. As the City points out, firefighters are expected to work holidays and they know this at the time that they are hired. As a result, each firefighter is provided with what amounts to five, twenty-four consecutive duty hours off in lieu of holidays. Contrary to the Union's contention, this compares quite favorably with the number of holidays provided to other City employees. The other employees who work a normal 2,080 hours per year receive ten, eight-hour days of holiday. Taking into consideration a firefighter's normal twenty-four hour tour of duty, it is apparent that the firefighters now receive an equivalent of 11.75 holidays per year which is more than other City employees.

Moreover, holiday comparables fail to clearly support the Union's position. While there are other firefighters who receive more than five holidays, the evidence shows that there are many others who receive five or fewer holidays per year. Out of the thirty-six cities cited in the comparison, twenty provide their firefighters with six or fewer holidays. Thus it cannot be said that the current provision which provides firefighters with five holidays is out of line with that received by firefighters in comparable communities.

RECOMMENDATION

It is the recommendation of this fact-finder that the current Holiday Provision which provides firefighters with five, twenty-four consecutive duty hours off during the calendar year be retained.

HOLIDAYS – Current provision, no change.

4. UNIFORM ALLOWANCE AND MAINTENANCE

The Union proposes to increase uniform maintenance allowance by \$50 in 1999 and another \$25 in the year 2000. The City does not propose any change in the annual uniform allowance. It should be noted that the parties reached a tentative agreement regarding Section 1 of Article 22 pertaining to the initial uniform allowance which is to be increased to \$400.

The Union contends that an increase in the annual maintenance and cleaning allowance is warranted due to the increase costs of maintaining a firefighter's uniform. The Union submits that its proposed increases are more than reasonable.

The City contends that the current uniform maintenance and cleaning allowance is more than reasonable. It cites comparables which show that when one looks at the combined annual uniform allowance as well as the maintenance and cleaning allowances provided to firefighters under the contract the total allowances compare quite favorably with those provided to firefighters in neighboring jurisdictions. Moreover, the City notes that the fire department provides a washer and dryer for the firefighters' unrestricted use for uniform cleaning and maintenance.

ANALYSIS – This fact-finder has determined that there was some basis established for increasing the annual maintenance and cleaning allowance provided for in the Agreement. First as indicated by members of the bargaining unit who were on the negotiating committee, the cost for maintaining their clothes and uniforms has increased during the past two years. For this reason alone, a slight increase in the uniform

maintenance and cleaning allowance would be warranted. Moreover comparable evidence shows that there are other cities which provide their firefighters with greater uniform maintenance allowances. For example, the cities of North Olmsted, Fairview Park, and neighboring Brecksville all provide maintenance allowances to their firefighters of \$1,000 or more per year. Such evidence again tends to support the Union's request for an increase in the annual maintenance and cleaning allowance here. This fact-finder finds that it would be reasonable therefore to recommend increases in the annual maintenance allowance of \$25 per year based on a two-year Agreement.

RECOMMENDATION

It is the recommendation of this fact-finder that the Uniform Maintenance and Cleaning Allowance be increased by \$25 per year.

UNIFORM ALLOWANCE AND MAINTENANCE

Section 3. Increase annual maintenance and cleaning allowance to \$425 effective January 1, 1999 and to \$450 effective January 1, 2000.

5. HOSPITALIZATION INSURANCE

The Union proposes to delete the two-tiered Health Insurance Provision. The City proposes to retain the current provision without any change.

The Union argues that the two-tiered Health Insurance Provision is unfair to the bargaining unit. The Union believes that all members of the bargaining unit should have a choice of the same health care coverage.

The City points out that different health care options were provided to employees hired after January 1, 1997 in accordance with an agreement reached with all bargaining unit representatives. However, the firefighters failed to participate in the Joint Health Insurance Committee meetings which discussed this issue. The multi-plan approach which was approved by all of the City's bargaining units should be retained without change as proposed by the Union.

ANALYSIS – This fact-finder would recommend that there be no change in the current Hospitalization Insurance Provision. Currently, there are two separate and distinct insurance coverages provided for those employees hired prior to January 1, 1997 and for those who were hired on or after that date. However, this resulted from a 1996 Joint Health Insurance Committee meeting which was comprised of representatives from all the City's bargaining units. Although the Union here did not participate in that process, the firefighters did ratify the contract change which was agreed upon by all participants. In that the multi-plan approach was approved by all the City's bargaining units and there was insufficient basis for distinguishing firefighters from that provision,

this fact-finder would recommend that the Union's proposal be rejected. There simply was no basis established by the Union for now changing the current Hospitalization Insurance Provision.

It should be noted that under the current hospitalization article there is a provision for a Joint Medical/Hospital Insurance Committee which is to be maintained and convened as necessary to review alternative insurance coverages and plans. The City has indicated that it fully intends to convene the Insurance Committee in order to discuss the various insurance plans. The Union will be involved in participating in those health insurance committee meetings. The parties will then have the opportunity to fully discuss the concerns which have been raised by the Union in the instant matter.

RECOMMENDATION

It is the recommendation of this fact-finder that the current Hospitalization Insurance Provision be retained without change.

HOSPITALIZATION INSURANCE – Current language, no change.

6. LONGEVITY COMPENSATION

The Union proposes to increase the annual payments provided for under the longevity schedule for members hired after July 1, 1984. The City proposes to retain the current provision.

The Union contends that the Longevity Compensation Provision here is about \$5,000 below the average for the area over the career of a firefighter. The current Tier 2 provision is totally unreasonable for those firefighters hired after July 1, 1984. There is no justification for the disparity in longevity compensation for these particular firefighters.

The City contends that its current Tier 2 Longevity Provision is reasonable when contrasted with comparable communities on a twenty-five year pay out basis. The Union's proposal would increase that payment by 47% which is unwarranted. The City also points out that the two longevity tiers is a reflection of prior contract negotiations and agreement by the parties that longevity payments would be scaled down.

ANALYSIS – This fact-finder would recommend a change in the Tier 2 Longevity Schedule for those firefighters hired on or after July 1, 1984. Longevity pay comparables show that the total pay out on a twenty-five year basis for Independence firefighters is quite low in comparison to longevity provisions found in other neighboring communities. The current City's Tier 2 Longevity Schedule makes a twenty-five year pay out of \$16,050. This falls well below twenty-five year longevity pay outs found in

such comparable communities like Parma Heights, Maple Heights, North Royalton, Strongsville, and Broadview Heights.

Moreover, the record reveals that the City has agreed with its dispatcher unit to increase its Tier 2 Longevity Pay Provision. Likewise, the police unit has also been offered the same increase in longevity pay. There is no reason for now distinguishing firefighters from these other bargaining units with respect to the Tier 2 Longevity Schedule. As a result, this fact-finder would recommend the Tier 2 Longevity Schedule which the City agreed to provide to its dispatchers and police bargaining units.

RECOMMENDATION

It is the recommendation of this fact-finder that the Tier 2 Longevity Pay Provision be modified as more fully set forth below.

LONGEVITY PAY PROVISION

Section 1. Each full-time regular member of the Independence Fire Department hired on or after July 1, 1984 shall receive effective January 1, 1999 through December 31, 2000, longevity pay commencing upon the completion of five (5) years of continuous full-time employment the amount of five hundred dollars (\$500.00) which shall be increased by fifty dollars (\$50.00) for each succeeding year of employment until a maximum amount of one thousand five hundred dollars (\$1,500.00) is reached after twenty-five (25) years of employment and for each year thereafter.

Section 2. Longevity payments shall be determined and granted in the first pay period of the month following the anniversary of the employee's employment anniversary date.

Section 3. Longevity shall be paid each pay period.

7. SICK LEAVE

The City proposes a modification to Section 5 whereby sick leave can only be used for members of the immediate family whose serious health condition, as that term is used in the Family Medical Leave Act, requires the care of the employee. The Union opposes such a modification.

The City contends that it has observed a trend that sick leave usage for family illness has been increasing within all bargaining units including that of the firefighters. For 1998, approximately 71% of the sick leave used by firefighters were for their own illness and about 28.6% for the illness of a family member. The prior year was even worse with 42% of the department's sick leave attributable to family illness. As a result, the City suggests a change to limit the use of sick leave for a family illness to "serious" illnesses as defined by the Family Medical Leave Act. The City points out that its dispatcher unit has already agreed to the proposed change.

The Union contends that there is no problem with sick leave abuse within the firefighters' bargaining unit. As the City acknowledges, the amount of sick leave attributable to family illness actually declined from 42% in 1997 to about 28.6% in 1998. Moreover, the City's proposal to limit use of sick leave for a family illness to only so-called "serious" illnesses as defined by the Family Medical Leave Act is totally unreasonable. That definition would mean that sick leave for family use would be restricted to those illnesses and conditions that require in-patient treatment or on-going

health care. The Union maintains that there was no justification shown for modifying Section 5 of the Sick Leave Provision.

ANALYSIS – This fact-finder has determined that there was a basis established by the City for modifying the provision as to when sick leave can be used to attend to the illness of a member of an employee’s immediate family. It would be reasonable to provide that only in cases of “serious” illnesses of immediate family members should an employee be allowed to use his own sick leave. However, this fact-finder would like to note that he is not recommending the more restrictive language proposed by the City which was that serious illness is to be interpreted in accordance with the definition set forth in the Family Medical Leave Act. Rather, the recommendation herein is that “serious” should be defined in a much broader sense than the FMLA definition and it should take into consideration all of the circumstances surrounding the family member’s illness.

Support for the recommendation herein for the modification of Section 5 is found in the sick leave usage statistics produced by the City. That evidence shows that the amount of sick leave used by firefighters which was attributable to family illness increased during the past two contract terms by 37%. The amount of sick leave attributable to family illness was 21% in 1995, 36% in 1996, and 42% in 1997. Although such sick leave usage for family illness declined in 1998 to 28.6%, there does appear to be a need to place some limits on the employee’s use of sick leave for a family illness. It

should also be noted that the City's dispatchers have already agreed to language which is actually more restrictive than that which this fact-finder is recommending herein.

RECOMMENDATION

It is the recommendation of this fact-finder that the Sick Leave Provision be modified to limit the use of sick leave for family illness to "serious" illnesses.

SICK LEAVE

Section 5. Sick leave shall be granted for absences from duty because of illness, injury, disease, exposure to contagious disease, or attendance upon members of the immediate family whose serious illness requires the care of such employee...

8. OIC PAY

The Union proposes to increase the Office In Charge compensation from the current \$1.00 to the same hourly rate as the officer that he is replacing. The City opposes any change in the current OIC Provision.

The Union contends that when a firefighter is assigned to be the Officer In Charge, he must take on the duties and responsibilities along with the liabilities of the officer who would have been in command. Because of these additional responsibilities, the firefighter should receive the same compensation as the officer he is replacing.

The City maintains that firefighters are currently well compensated for any temporary short-term performance as OIC of what amounts to a fraction of a lieutenant's duties. The Union's demand is in effect a request to have an OIC paid at the lieutenant's hourly rate which would amount to an additional \$.58 or 58% increase in that compensation. Comparables were cited by the City in support of its position.

ANALYSIS – This fact-finder has determined that there was some basis for a slight increase in OIC pay. It is the recommendation of this fact-finder that OIC compensation be increased from the current \$1.00 per hour to \$1.25 effective upon the execution of the Agreement. Comparables support this recommendation. For the most part, Office In Charge compensation appears to be greater in comparable jurisdictions. Moreover, the City currently pays its police OIC pay in the amount of \$1.25 per hour. It

would only be appropriate to likewise compensate any firefighter who is assigned to be an Officer In Charge at the same \$1.25 per hour rate.

RECOMMENDATION

It is the recommendation of this fact-finder that OIC pay be increased to \$1.25 per hour.

OIC PAY – Increased to \$1.25 per hour.

9. UNION LEAVE

The Union proposes to add new union leave language to the contract whereby the President and/or Vice President or their designee shall be allowed a total of 96 hours during the year to attend to union business without loss of pay. The City opposes any new Union Leave Provision.

The Union contends that a new Union Leave Provision is necessary because union representatives have not been granted paid leave in order to engage in contract negotiations. The Union submits that its proposal for 96 hours of union leave is reasonable.

The City opposes any new Union Leave Provision claiming that it is unnecessary. The City cites Article 10 which allows an employee representative to leave their work assignment in order to carry out union business. The City points out that provision allows representatives to attend to the processing of grievances and appropriate labor related meetings.

ANALYSIS – This fact-finder finds that there was insufficient basis established for any new Union Leave Provision. The Union’s proposal is overly broad and fails to take into consideration the operational needs of the Employer. Moreover, Article 10 seems to be sufficient for the purpose of allowing employee representatives to attend to normal union business with pay so long as the operational needs of the Employer are satisfied. There simply was no justification shown for the new Union Leave proposal.

RECOMMENDATION

This fact-finder recommends that there be no new Union Leave Provision.

10. DURATION

The City proposes a three-year Agreement. The Union proposes that there be another two-year Agreement.

The City submits that a three-year contract would decrease its administrative costs in having to negotiate a Labor Agreement every two years. A three-year Agreement would permit the parties to focus on the important task of providing responsive services to its residents.

The Union contends that the parties have always had two-year Agreements. There was no reason established to break from the pattern of two-year contracts.

ANALYSIS – This fact-finder would recommend a two-year Agreement. The parties in the past have always had two-year contracts and it would be reasonable to once again provide for a contract duration of two years. There was insufficient basis established by the City for the parties to now have a three-year Agreement.

RECOMMENDATION

It is the recommendation of this fact-finder that there be a two-year Agreement as proposed by the Union.

DURATION OF AGREEMENT – Two-year Agreement.

CONCLUSION

In conclusion, this fact-finder hereby submits the above referred to recommendations on the outstanding issues presented to him for his consideration. Further, this fact-finder would recommend that all tentative agreements previously reached by the parties be incorporated into their final Agreement. This would include the tentative Agreements reached during mediation concerning the Paid Time Off Program Letter of Understanding, Educational Incentives, Initial Uniform Allowance, and the new Labor Management Committee Article.

MAY 24, 1999


JAMES M. MANCINI, FACT-FINDER