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

LAKE COUNTY SHERIFF)	CASE NO. 01-MED-12-1154
)	
AND)	<u>FINDINGS</u>
)	AND
OHIO PATROLMEN'S BENEVOLENT)	<u>RECOMMENDATIONS</u>
ASSOCIATION)	

JAMES M. MANCINI, ARBITRATOR

APPEARANCES:

FOR THE UNION

Colleen M. Bonk, Esq.

FOR THE SHERIFF

Tom Grabarczyk

SUBMISSION

This matter concerns fact-finding proceedings between the Lake County Sheriff (hereinafter referred to as the Sheriff or Employer) and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the Union or OPBA). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding proceedings were held on June 6 and July 17, 2002.

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

The bargaining unit involved in this matter consists of the non-deputized dispatchers and dispatcher sergeants employed by the Lake County Sheriff. There are approximately fifteen dispatchers and five dispatcher sergeants in the unit.

This fact-finder in rendering the following findings of fact and recommendations of the issues at impasse has taken the consideration the criteria set forth in Ohio Revised Code Section 4117-14(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 to increase wages by 5% in each year of the Agreement. The Union further requests a provision which provides for an additional 2% increase in wages if the Sheriff enters into a contract to provide dispatch services for an additional jurisdiction. Finally, the Union proposes a new Shift Differential Provision which would include an additional \$.50 per hour for night shift and \$.25 per hour for afternoon shift.

The Employer proposes that the current wage schedule be increased on a cents per hour basis of 2% of Step 5 or \$.33 for dispatchers and \$.36 for dispatcher sergeants to be added to each step. Retroactive pay increases would also only be provided to those employees employed upon the date of the execution of the Agreement. For the second and third year of the Agreement, the Sheriff further proposes additional 3% of Step 5 increases.

The Union contends that its wage proposal is warranted in order to bring dispatcher wages here more into line with that received by dispatchers in neighboring municipalities. The wages which the Sheriff pays to dispatchers falls well below that paid to dispatchers in these other jurisdictions. Moreover, the Union argues that its wage proposal is justified because the dispatchers have taken on additional duties in recent years and due to a staff shortage have been required to work a considerable amount of overtime. Finally, the Union submits that Lake County has the ability to fund the 5% wage increases which it has proposed in this case. The Union disputes the County's claim that it has seen a significant decline in revenue for the General Fund.

The Employer argues that wages for the dispatchers in the bargaining unit compare quite favorably with those provided to dispatchers in other counties. Wage rate comparisons indicate that dispatchers' wages here are well above average. Moreover, the Employer maintains that Lake County is experiencing difficult economic times with revenue falling off significantly during the past year. As a result, the Sheriff has a limited ability to fund increases given the resources available. Any increases above that which can be funded could result in a reduction in services or other actions in order to operate within the budget provided.

ANALYSIS – Based upon a careful review of the evidence, this fact-finder would recommend that for the first year of the Contract there be an increase on the current wage schedule on a cents per hour basis of 3% of Step 5 or \$.50 to be added to each step. Effective on April 1, 2003, there should be an increase in the wage scale on a cents per hour basis of 3.25% of Step 5; and effective 2004 an increase on a cents per hour basis of 3.5% of Step 5. For dispatcher sergeants, wages would likewise be increased by the same percentages with for example in the first year, an increase of the current wage schedule on a cents per hour basis of 3% of Step 5 or \$.55 to be added to each step.

The above referred to recommended wage increases would be the same as those which have been provided to the other bargaining units in the Sheriffs Department. In the six other units including those comprising the corrections officers and deputies, wage settlements were reached which were identical to that which this fact-finder has

recommended herein for the dispatchers. Internal comparisons in the Sheriffs Department clearly support the wage recommendation for the dispatcher and dispatcher sergeants.

This fact-finder finds that the well-established pattern of wage settlements found in the six other Sheriff Department contracts should likewise be applicable to the bargaining unit here. Contrary to the Union's contention, this fact-finder does not find any compelling reason to distinguish the dispatcher's unit from the others in the Sheriffs Department. As my distinguished colleague Arbitrator Jonathan Dworkin indicated, there is a "very, very heavy burden upon the Union which seeks to deviate" from a well-established pattern of internal wage increases. The fact that the dispatchers may have to work a considerable amount of overtime does not in and of itself establish a reason to deviate from the wage pattern settlements reached in the Sheriffs Department. The other reasons offered by the Union for distinguishing dispatchers from the other Sheriff units also failed to establish any justification for varying from the wage pattern which has been set within the Sheriffs Department. There was insufficient proof offered that the dispatcher's unit is disconnected from the other employees employed by the Sheriff. As a result, this fact-finder is compelled to find that internal comparability clearly shows that the recommended wage increases for the unit here are appropriate and should be adopted by the parties.

Wage comparables provide further support for the recommended wage increases for the dispatchers and dispatcher sergeants. With the first year 3% increase

recommended herein, the dispatchers' wages would compare quite favorably with that paid to other dispatchers in counties located in northeast Ohio. Both the entry level as well as the top wage for the dispatchers are well above the average for the area. Only Geauga County dispatchers have a higher top wage. It should be noted that the wage comparisons used herein include the counties of Geauga, Lorain, Summit, Stark, Portage, Ashtabula, Medina and Columbiana. The average top wage for these counties based upon currently available data is approximately \$32,499. In comparison, the Lake County top wage would exceed \$35,000 with the 3% wage increase recommended herein for the first year of the Agreement.

Moreover even when one compares the dispatchers' wages here with those of dispatchers in neighboring municipalities, it is evident that they compare quite favorably. For example, the top dispatcher's wage in the cities of Mentor and Euclid, which are in the area, are \$34,638 and \$30,035 respectfully. Only the City of Willoughby provides for a greater wage for its dispatchers. Therefore, the current wages paid by the Sheriff to the dispatcher's unit compares quite favorably with comparable jurisdictions whether that comparison is made with other county sheriff departments or with neighboring municipalities.

This fact-finder has also taken into consideration the evidence presented by the Employer which indicates that Lake County like most other counties is experiencing difficult economic times. Budget Director Lisa Colling testified that interest income has fallen off dramatically over the past two years. For the current year, interest income will

decline to approximately 3 to 3.5 million dollars from 7.3 million dollars in 2001. The Budget Director stated that in order to offset reductions in revenue the County has transferred funds from a health insurance stabilization fund to the General Fund. That particular insurance fund was established as a reserve fund a number of years ago to offset increases in health costs. According to the Budget Director, there was a transfer of 3 million dollars from the insurance fund in 2001 with another 2.5 million dollars transferred in the current year. Ms. Colling further indicated that an additional 3 million dollars more will have to be transferred from the insurance fund by the beginning of next year. Due to the decrease in revenues, the unencumbered balance in the General Fund is also expected to decline significantly from the ending balance in 2001 of approximately 4.7 million dollars to a balance of 2.4 million dollars at the end of 2002. In November 2001, the Lake County Commissioners placed a hiring freeze on General Fund agencies including that of the Sheriff and requested that they cut their 2002 budgets by 8 percent. It is apparent from the financial data presented by the Employer and Budget Director Colling that the Sheriff does have a limited ability to fund wage increases. However, it does appear that the Sheriff can meet the cost of the general wage increases recommended herein for the dispatcher's unit by this fact-finder.

This fact-finder further finds that there was insufficient basis established for the Union's shift differential proposal. Comparables indicate that in other counties dispatchers generally do not receive any shift differentials. For example in neighboring Geauga and Ashtabula counties, dispatchers do not receive any additional compensation

for working the afternoon or night shifts. This fact-finder also does not find any merit to the Union's request that a new provision be provided which would allow for an additional 2% increase in wages if the Sheriff enters into a contract to provide dispatch services for another jurisdiction. There were no comparables or other evidence produced to support such a proposal.

This fact-finder has further determined that there was no basis established to support the Employer's proposal that only employees employed upon the date of the execution of the Agreement should receive retroactive wage increases. Rather as was done in the corrections officers and deputies' wage settlements, dispatchers employed upon the effective date shall receive their retroactive wage increase back to April 1, 2002.

RECOMMENDATION

It is the recommendation of this fact-finder that there be a general wage increase as follows:

WAGES

Effective April 1, 2002 – Current wage schedule is to be increased on a cents per hour basis of three percent (3%) of Step 5 or Fifty Cents (\$.50) for Dispatchers and Fifty-five Cents (\$.55) for Dispatcher Sergeants, to be added to each step.

Effective April 1, 2003 – Wage schedule to be increased on a cents per hour basis of 3.25 % of Step 5, to be added to each step.

Effective April 1, 2004 – Wage schedule to be increased on a cents per hour basis of 3.5% of Step 5, to be added to each step.

2. SICK LEAVE

The Union seeks to amend Section 3 of the Sick Leave Article whereby the Employer would have to have probable cause to believe that an employee is feigning illness in order to investigate them by visits to their home. A definition of probable cause is also included in the Union's proposal. In addition, the Union would change the third paragraph by adding language to clarify that it would only be after four undocumented occurrences in a rotating year and upon the fifth occurrence that a physician's certificate may be required. The Employer offered new language whereby employees would be granted sick leave for such time as reasonably necessary for doctor and dental appointments.

The Union's proposal is intended to clarify an arbitrator's award regarding the right of the Employer to investigate an employee if it is believed that they are feigning illness or injury. The Union does not want that arbitrator's award to be applicable to this bargaining unit. The Employer maintains that there is no need to change the current provision. The recent arbitration award clarified its right to investigate an employee where there is reasonable belief that the employee is feigning illness.

ANALYSIS – This fact-finder has reviewed the evidence presented with respect to the abuse of sick leave provision. This arbitrator finds that in order to provide internal consistency within the Sheriffs Department the same abuse of sick leave language which was agreed upon for the deputies and corrections officers bargaining units should be applicable here. Like the previous fact-finder in those particular cases, this fact-finder

finds that there was insufficient basis established for changing the first or second paragraphs of Section 3. However, it would be recommended that the third paragraph be amended to provide a clarification that it would be only after four undocumented occurrences in a rotating year and upon the fifth occurrence that a physician's certificate may be required. Moreover, an occurrence is to be defined as the period of time that an employee is off from start to return, except no more than one occurrence within a single day. Other than this particular change in language, this fact-finder does not find any basis for amending the other paragraphs of the abuse of sick leave provision.

With respect to the Employer's proposal regarding a new Section 5 of the article, this fact-finder likewise finds no basis to make the change requested. The Employer claimed that the proposal was intended to discourage an employee from using a short visit to the doctor as an excuse to take the entire day off. However as the Union points out, this would give rise to the possibility that the Employer could question every doctor or dental visit. This fact-finder finds that the current provision is adequate and that there is no need to add another provision which could be subject to various interpretations. It should be noted that the parties reached a tentative agreement as to the last sentence of Section 3 which this fact-finder adopts and recommends.

RECOMMENDATION

It is the recommendation of this fact-finder that the following Sick Leave Provision be included in the parties' Agreement:

SICK LEAVE

Section 3 - No change to the first and second paragraphs.

Amend the third paragraph to read in its entirety as follows:

After four undocumented occurrences in a rotating year, and upon the fifth occurrence, a physician's certificate may be required. An occurrence is defined as the period of time an employee is off from start to return, except that no more than one occurrence will be recorded in any single shift.

Section 5 – Current language, no change.

3. HOLIDAYS

The Union proposes that there be an additional holiday, Christmas Eve. In addition, the Union proposes to change the language in Section 2 of Article 15 to provide for the payment of double time at the double time rate for each employee who works on any contractually designated holiday. The Employer proposes that in the year of termination, an employee shall be eligible for one personal day for each full four-month period completed prior to termination.

The Union claims that comparables support its position. It also cites the Lake County Job and Family Services contract which provides for an additional holiday.

The Employer contends that holiday comparables indicate that dispatchers receive approximately the same number of holidays as most other dispatchers in the area. The Employer also relies upon internal comparisons to support its position.

ANALYSIS – This fact-finder has determined that it would be appropriate to retain the current Holiday Provision with one minor exception for the dispatcher’s unit. It was shown that all other Sheriff Department employees receive the same number of holidays. Currently, the dispatchers like other Sheriff Department employees are entitled to ten holidays and three personal days per year. In addition, employees can use two sick days per year as personal days. Comparable evidence indicates that the total number of holidays and personal days granted to dispatchers here compares favorably with those provided to similarly situated employees in other county sheriff departments.

Considering both internal and external comparisons, this fact-finder is compelled to find that there should be no change in the current Holiday Provision.

There was insufficient basis established for making any change as requested by the Union in the number of holidays which are to be compensated at time and one-half. Internal comparisons show that the same holiday overtime provision is found in all other Sheriff Department agreements. That is, time and one-half is provided to other department employees for five holidays as is the case here for the dispatchers. Once again as indicated previously, there was no compelling reason established for distinguishing the dispatcher's unit from the others in the Sheriffs Department.

The only change which this fact-finder would recommend to the Holiday Provision is the Employer's proposal to add a new last paragraph to Section 4 of Article 15. The parties previously agreed to include this language in the contracts for the deputies and corrections officers. For internal consistency purposes, this fact-finder would likewise recommend the new language in question.

RECOMMENDATION

It is the recommendation of this fact-finder that the following Holiday Provision be provided:

HOLIDAYS

Section 1 – Current language, no change.

Section 2 – Current language, no change.

Section 3 – Current language, no change.

Section 4 – Add new last paragraph:

In the year of terminating for any reason, the employee shall have been eligible for one (1) personal day for each full four-month period completed prior to termination. Such employee shall either be compensated for such eligible unused days or a deduction shall be made from the employee's final compensation for days utilized in excess of the allowance.

4. VACATION

The Union seeks an enhancement of the Vacation Provision which would allow for three weeks of vacation after five years of service, four weeks after ten years, and five weeks after fifteen years of service. There would also be a provision for six weeks of vacation after twenty plus years of service with the department.

The only change proposed by the Employer in the Vacation Provision is for language which would limit vacation carryover. The Employer wants employees to take their vacation that they are entitled to annually without any carryover privileges.

ANALYSIS – This fact-finder would recommend a modification in the vacation accrual provision to the effect that after seven years, employees shall be provided with three weeks of vacation and after twelve years, four weeks of vacation. Furthermore, the provision should be modified to provide that employees with twenty or more years of service be given five weeks of vacation.

The recommended changes in the Vacation Provision would bring the vacation allotment for the dispatchers into line with that provided to all other employees in the Sheriffs Department. Internal comparability supports the recommended changes in the Vacation Provision. It should be noted that the dispatchers' vacation allotment actually was slightly better than several of the other units. However recently, the other units' vacation entitlements have improved so that all other six units in the department provide for identical vacation entitlement. Like the other changes in several of the other contracts in the department, the effective date for the new vacation provision should be January 1,

2003. Likewise, the new accrual schedule should become effective on that date.

Language to that effect is included in the recommendation herein.

This fact-finder would further recommend the new carryover vacation language proposed by the Employer. Once again, internal comparables support this recommendation in that the same language has been agreed upon for deputies and corrections officers.

RECOMMENDATION

With respect to Vacations, this fact-finder would recommend the change in vacation entitlement and carryover language as more fully set forth in Attachment A.

VACATION – See Attachment A.

ATTACHMENT A

Effective January 1, 2003, all Bargaining Unit employees shall earn vacation according to the schedule set out below based on the employee's anniversary date of service with the Lake County Sheriff's Department as a full-time employee effective April 1, 1996.

<u>YEARS OF SERVICE</u>	<u>YEARLY ENTITLEMENT</u>
Less Than 1 Year	-0-
1 Year But Less Than 7 Years	(3.1 x 80)
7 Years But Less Than 14 12 Years	(4.6 x 80)
14 12 Years But Less Than 22 20 Years	(6.2 x 80)
22 20 Years or More	(7.7 x 80)

Effective with the new accrual schedule, employees who have completed
See next page-17

12, 13 or 20, 21 years prior to 1/1/03 shall have accrued at the higher rate and be credited with the additional vacation entitlement on 1/1/03.

Section 2.

~~Vacation leave should be taken in the year it is earned.~~

Generally, vacation shall be accrued in one (1) calendar year and used in the next.

An employee may be allowed to ~~accumulate and to carry over~~ vacation leave to the following years for meritorious reasons as determined by the Employer. Vacation leave ~~cannot~~ will not be carried over for more than ~~three (3)~~ one (1) years.

Section 3.

No vacation leave shall be credited for overtime hours worked.

Section 4.

If an employee works less than their normally scheduled work hours in a given bi-weekly pay period, their vacation leave credit shall be strictly proportionate to the total number of hours of active pay status.

Section 5.

Employees will be paid in full for all unused vacation time at point of termination.

Section 6.

Prior to March 30, 1987, any employees of the Bargaining Unit that, upon employment with the Lake County Sheriff's Department, had carried service credit from any other public

5. SENIORITY PAYMENT (Longevity Pay)

The Union proposes to modify the current provision whereby longevity pay would begin at five years and pay each employee \$100 for each year of service worked up to twenty-five years. The Employer opposes any change in the current Longevity Provision. Currently, employees do not receive longevity until their eighth year of service. At that time they are provided with the payment of \$475.

ANALYSIS – This fact-finder finds it would be appropriate to modify the current Longevity Provision to provide that the payment of \$475 begin after seven years of service. This would take effect on April 1, 2002. Additional \$50 per year increases to all employees would be given in the second and third year of the Agreement.

Internal comparables support the change recommended in the Seniority Payment Provision. The parties recently agreed to modify the Longevity Pay Provision for the deputies and corrections officers' units. Likewise, all other bargaining units in the Sheriffs Department will be receiving the same longevity pay as that which is being recommended herein for the dispatcher's unit. Again, there was insufficient basis established for distinguishing this unit from any others in the Sheriffs Department.

RECOMMENDATION

This fact-finder recommends the following Longevity Pay Provision:

LONGEVITY

Effective April 1, 2002, modify provision to provide for longevity pay in the sum of \$475 to employees after seven (7) years of service

Effective April 1, 2003 and April 1, 2004, add an additional Fifty Dollars (\$50) per year to all employees receiving longevity pay.

The first paragraph of Section 1 of Article 16 remains the same. Section 2 should be eliminated. Section 3 shall remain.

6. BEREAVEMENT DAYS

The Union requests that the number of bereavement days be increased to five days for immediate family members. The Employer proposes no change in the Bereavement Days Provision. The current provision provides for three days for bereavement leave for the loss of an immediate family member.

ANALYSIS – This fact-finder finds that it would be appropriate to modify the Bereavement Days Provision to provide for four days of leaves of absence with pay to be charged against accumulated paid sick leave in the event of the death of a member of the employee’s immediate family. Internal comparisons support the recommended change to four days of leave of absence for bereavement days. The parties agreed recently in settling the corrections officers and deputies’ contracts to provide for such a change in the Bereavement Days Provision. All other bargaining units in the Sheriffs Department have this Bereavement Days Provision.

RECOMMENDATION

It is the recommendation of this fact-finder that the Bereavement Days Provision be modified as follows:

BEREAVEMENT DAYS

In the event of the death in the immediate family, a bargaining unit employee will be granted a four-day leaves of absence with pay to be charged against his accumulated paid sick leave, or without pay if no accumulated sick leave is available.

7. HOSPITALIZATION INSURANCE

The Union requests that there be a limitation on the amount of the employee's contribution towards health insurance. Specifically, the Union requests that an employee's contribution shall not increase above those of the average state employee as determined by SERB. The Employer opposes any change in the Insurance Provision. Currently, employees contribute towards their health insurance costs with the amount depending upon the plan selected.

ANALYSIS – This fact-finder would not recommend any change in the current Hospitalization Insurance Provision. There was insufficient basis established for making such a change. According to a recent SERB report, a significant number of public sector employees currently contribute to their insurance coverage. It was shown that the healthcare costs for Lake County has increased dramatically to approximately 8.5 million dollars for the current year. The contributions from the employees are identical throughout the County. Moreover within the Sheriffs Department, all of the other six units have the same Hospitalization Insurance Provisions. Internal comparisons once again support the recommendation herein which is that there be no change in the current Hospitalization Insurance Provision.

RECOMMENDATION

This fact-finder recommends that there be no change in the Hospitalization Insurance provision.

HOSPITALIZATION INSURANCE – Current language, no change.

8. SPECIALIZED TRAINING AND SKILLS PAYMENT

The Union proposes an increase in payment for a Bachelor's Degree to \$800. It would also propose an additional \$1.00 per hour for dispatchers assigned to train other employees for all hours spent training. The Employer opposes any change in the current Specialized Training and Skills Payment Provision. Currently, the payment is for \$650 to an employee with a Bachelor's Degree.

ANALYSIS – This fact-finder would recommend an increase in the annual payment for those with a Bachelor's Degree from the current \$650 to \$800 effective April 1, 2002. However, this fact-finder would not recommend any provision for training pay.

The recommendations herein are entirely consistent with that which has been provided to the corrections and deputies' units. All other units in the department have the same kind of Specialized Training and Skills Paying Provision as that recommended herein. Internal comparability supports the recommendation.

RECOMMENDATION

With respect to Specialized Training and Skills Payment, this fact-finder recommends the following:

SPECIALIZED TRAINING AND SKILLS PAYMENT

Increase the annual amount for those with Bachelor's Degrees to \$800 effective April 1, 2002.

Would not recommend any provision for training pay.

9. TERM OF THE AGREEMENT

The Union proposes to add language whereby the expiration date of March 31, 2005 would not prohibit the bargaining unit from receiving any retroactive wage or economic increase and would waive the limitations to the conciliator's power to grant such increases. The Union also wants to provide that the negotiation period could begin as early as 90 days before the expiration date of the contract. The Employer opposes the Union's proposed changes in the Term of Agreement Provision.

ANALYSIS – This fact-finder does not recommend the retroactive wage and waiver of conciliator powers language proposed by the Union. All other contracts in the Sheriffs Department have the same Term of Agreement Provision as that found in the dispatcher's contract. The evidence indicated that there have been no problems in providing for retroactive wage increases in the past. In other words, there was insufficient basis established for the Union's proposed modification in question.

However, this fact-finder would recommend that language be included to the effect that the negotiation period begin as early as 90 days before the end of the Agreement. There should be no other change in the current Term of Agreement Provision.

RECOMMENDATION

It is the recommendation of this fact-finder that the Term of Agreement Provision be modified as follows:

TERM OF AGREEMENT

Modify first paragraph to read as follows:

The Agreement shall become effective April 1, 2002 and continue in force until March 31, 2005 and thereafter, unless modified or changed by mutual agreement.

The second paragraph of Article 35 shall be modified as follows:

Either party desiring to amend or modify this Agreement shall give the other party written notice of such intention at least 90 days prior to the initial termination date of this Agreement.

10. UNIFORM MAINTENANCE ALLOWANCE

The Union has requested that a provision be included to provide a payment of \$350 per year for clothing maintenance. The Employer opposes any such provision. Currently, there is no Uniform Maintenance Allowance Provision set forth in the contract.

ANALYSIS – This fact-finder would not recommend any new Uniform Maintenance Allowance Provision. Currently, bargaining unit employees are required to wear uniforms which are provided to them by the Employer under a quartermaster system at no cost to the employee. In that the Employer furnishes and maintains the uniforms, there is no justification for the Uniform Allowance Provision proposed by the Union.

RECOMMENDATION

With respect to the Uniform Maintenance Allowance, this fact-finder would not recommend any new provision as proposed by the Union.

UNIFORM MAINTENANCE ALLOWANCE

No new provision.

11. ORDERED MEAL PLAN

The Union proposes language which would provide payment to dispatchers who are required to work unplanned overtime for any outside ordered meal. The Employer opposes any such provision.

ANALYSIS – This fact-finder would not recommend any Ordered Meal Plan Provision. Employees who work unplanned overtime obviously can bring in their own meal and apparently have the right to order out. There simply was no basis established for such a provision. It should be noted that no other bargaining unit in the Sheriffs Department gets a meal allowance.

RECOMMENDATION

This fact-finder would not recommend any Ordered Meal Plan Provision as proposed by the Union.

ORDERED MEAL PLAN

No new provision.

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.

SEPTEMBER 17, 2002


JAMES M. MANCINI, FACT-FINDER