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**IN THE MATTER OF ARBITRATION
BETWEEN**

**OHIO PATROLMEN'S BENEVOLENT)
ASSOCIATION)**

CASE NO. 96-MED-01-0047

AND)

FINDINGS

AND

RECOMMENDATIONS

CITY OF MENTOR)

JAMES M. MANCINI, ARBITRATOR

APPEARANCES:

FOR THE UNION

S. Randall Weltman, Esq.

FOR THE CITY

Gary C. Johnson, Esq.

SUBMISSION

This matter concerns fact-finding proceedings between the City of Mentor (hereinafter referred to as the City) and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The bargaining unit involved herein consists of Communications Technicians (dispatchers) and Correction Officers. A fact-finding hearing was held on February 12, 1997 in Mentor, Ohio .

These 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. The issues remaining for this fact-finder's consideration are more fully set forth in this report.

This fact-finder in rendering the following recommendations on issues at impasse, has taken into 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 present relevant to the outstanding issues before him.

1. GRIEVANCE PROCEDURE

The Union seeks language which would allow the OPBA to file class actions grievances. The Union also seeks to delete permanent arbitration panel language and replace it with mutual selection procedures from the FMCS panel. The Employer opposes both Union proposals and requests that current language be retained with the exception that it is agreeable to change the names in the permanent panel.

The Union contends that it is merely seeking parity with other units in the police department with respect to allowing class action grievances. The Union cites the contracts which the City has with patrolmen as well as lieutenants/sergeants both of which contain class action grievance language. The Union further maintains that the permanent arbitration panel provision should be deleted because the OPBA has had a long history of dissatisfaction with panel members. It would be more appropriate to allow the parties to mutually select an arbitrator from a list provided by FMCS.

The City claims that the Union's proposal regarding class action grievances lacks merit because there have been no cases in the past where all dispatchers or correction officers have filed grievances on behalf of the entire group. According to the Employer, there is no need to allow the Union to have the right to file class action grievances. The City further submits that the permanent arbitration panel language should be retained because such provisions are found in the other police unit agreements.

ANALYSIS - This fact-finder finds merit to the Union's proposal to allow it to file class action grievances whenever the entire bargaining unit is involved. Such class

action grievance language is found in both the police officer as well as sergeants/ lieutenants' agreements. It would be appropriate therefore to provide the same class action grievance language in the dispatchers/correction officers' contract as that found in the two other police department bargaining agreements.

This fact-finder further finds that the permanent arbitration panel procedure for selection of an arbitrator should be retained. There was insufficient basis established for deleting this provision as proposed by the Union. However, it would be appropriate to bring the permanent arbitration panel listings into conformity with those found in the two other recently negotiated police unit agreements.

RECOMMENDATION

This fact-finder would recommend that the parties incorporate into their agreement the same class action grievance language as well as permanent panel of arbitrators provision which are found in the two other police unit agreements.

Class Action Grievances - Same as police officers' agreement.

Permanent Panel of Arbitrators - Same as police officers' agreement.

2. RATES OF PAY

The Union proposes "equity boosts" for bargaining unit members. In addition, the Union seeks annual increases to the base rate in the amount of 5% per year. The City proposes that employees in the bargaining unit receive across the board increases of 3.5% upon the execution of the agreement, and 3.5% increases in the second and third year of the agreement beginning in the first full pay period in April, 1998 and 1999.

The Union argues that its wage proposal is justified by the principal of internal parity. The Union claims that the evidence reveals a gross disparity in wages between this bargaining unit and the pay rates of other job classifications within the City's police department. In particular, the Union cites wages which the City pays its police secretaries and record clerks. That evidence shows that the top pay rate for these job classifications is approximately \$6,700 higher than the top wage paid to dispatchers.

The Union produced evidence relating to the pay as well as job duties of six employees in the police department who hold the positions of secretary, office assistants, and accounting assistants. Four of the six secretaries and record clerks currently receive a top wage of \$33,883. These employees are paid pursuant to city ordinance. The dispatchers currently have a top wage of \$27,182. Nine of the eleven dispatchers currently are at the top of their wage schedule. A job description comparison indicated that many of the duties performed by the secretaries and office assistants are also handled on a day to day basis by the dispatchers. In addition, the Union submits that dispatchers

have other important duties which are unique to their position. This would include training and attaining L.E.A.D.S. and 911 certifications. Dispatchers must also have the ability to make rapid decisions when confronted with critical or unexpected situations.

In order to remedy the wage disparity which exists between the dispatchers and other job classifications within the police department, the Union maintains that an approximate 25% wage increase is needed. The Union submitted various across the board increases which reflect its desire to eliminate the approximate \$6,700 wage disparity in the top rates between dispatchers and secretaries/record clerks in the police department. The Union also proposed that the "equity boost" which it seeks could be accomplished by adding another step to the pay scale. Both the police and fire department contracts provide for a six step wage scale. Under its proposal, the Union would have the dispatchers reaching their top wage rate over five years like the patrol officers unit. The Union also points out that the patrol unit currently receive wages which are the second highest of police units in the area. Likewise, it would be appropriate to increase the dispatchers' wages so that they too would be ranked second in comparison to other dispatchers in neighboring jurisdictions. Finally, the Union states that the same proposal and arguments which it presented with reference to dispatchers should also be applied to the correction officers unit.

The Employer rejects the Union's proposal to provide "equity boosts" to dispatchers in order to make them equal with police secretaries and clerks. The City submits that the Union's proposal is not justified based upon either internal comparisons

or comparisons with wages paid to dispatchers in other jurisdictions. The City emphasizes that all other bargaining units as well as non bargaining unit employees have received pay increases of 3.5% each year over the next three years. Both the dispatchers as well as correction officers units should likewise receive the same 3.5% pay increases which were provided to other city employees.

The Employer contends that it is wrong to compare the wages of dispatchers with those of the police department secretaries and record clerks. Because there are clear distinctions with reference to job duties, hours of work, and employee benefits, it cannot be said that the police clerks and secretaries are similarly situated employees for comparison purposes. For example, the secretaries/clerks receive a paid lunch hour which means that they must be present at work for a longer period of time than the dispatchers who work a straight eight hour shift. The secretaries/clerks also are not entitled to overtime compensation and receive a smaller amount than dispatchers for uniform allowance. Most importantly, the job duties of dispatchers and secretaries/clerks are quite different. Many of the job functions of a dispatcher involve simple routine procedures. On the other hand, the police clerks and secretaries perform work of some complexity and variety involving specialized office support activities. The City emphasizes that it has the right to determine the relative pay rates of non-union employees such as the police clerks and secretaries. As a result, a comparison which the Union seeks here in wage rates between dispatchers and secretaries/clerks in the police department is totally unwarranted.

The City emphasizes that all other bargaining unit employees received pay increases of 3.5% each year over the next three years. This would include the police patrol as well as sergeants/lieutenants bargaining units. There is no justification for singling out the bargaining unit here for a higher wage increase than that received by other city employees.

Moreover, the City points out that with a 3.5% wage increase as proposed, the dispatchers' wages would go to near the top for wages paid to dispatchers in the neighboring jurisdictions. Comparable wage data shows that currently the Mentor dispatchers receive a top step rate which is \$385 lower than the average paid to dispatchers in the area. However with an additional 3.5% increase, the dispatchers' top rate in Mentor would go to \$28,133 which would be \$566 greater than the average dispatchers' top wages in similarly situated jurisdictions. In other words with the City's wage proposal, the dispatchers here would have their wage rates go near the top of those paid to dispatchers in the region.

ANALYSIS - After carefully reviewing the arguments and evidence submitted, this fact-finder would recommend that retroactive to April, 1996, the top wage rate for dispatchers be increased by 5% by adding an additional Step 6 to the Wage Schedule. This fact-finder would also recommend across the board increases of 4.5% in the second and third year of the agreement. These increases would become effective on March 31, 1997 and March 30, 1998.

This fact-finder finds that pay increases beyond those provided to other city

employees is justified for the dispatchers unit. Internal comparisons between dispatchers and others who work in the police department supports the conclusion that there should be a wage increase for dispatchers which exceeds that proposed by the Employer herein. That evidence shows that the wages which the City pays its police secretaries and record clerks greatly exceeds that provided to the dispatchers. At the top wage rate, police department secretaries and clerks receive approximately \$6,700 more than dispatchers. While the City points out that police clerks and secretaries have different hours as well as benefits than dispatchers, there appears to be no justification for the rather significant wage disparity which exists between those employees and dispatchers. Moreover, comparison of job duties shows that it is only the dispatchers who must perform critical duties such as handling emergency 911 calls. Thus internal comparisons support the Union's argument that the dispatchers should receive wage increases greater than that provided to other city employees.

However, this fact-finder is also obligated under SERB's guidelines to consider other relevant wage comparables. The evidence shows that the Mentor dispatchers' wages currently fall about in the middle of the pay ranges for similarly situated employees in neighboring communities. For example at the current time, the top wage rate for Mentor dispatchers is \$27,182 which is about \$385 below the average dispatchers' top rate in the area. The 1996 wage comparables included top pay rates for dispatchers employed in Willoughby, Shaker Heights, Wickliffe, Eastlake, Painesville, Willoughby Hills, Lakewood, Euclid and Willowick. These are all comparable

jurisdictions. The dispatchers' top wages in these cities range from \$25,064 to \$32,802 with the average being \$27,567. At the present time, the top pay rate for Mentor dispatchers falls about in the middle of the top wages for dispatchers in the region.

In weighing both the internal comparisons as well as the wage comparables for dispatchers in the region, this fact-finder finds that it would be appropriate to increase the top wage rate here for dispatchers by the amount of 5% retroactive to April, 1996. With the recommended 5% wage increase, the Mentor dispatchers' top wage rate would increase to approximately \$28,532. Thus, the Mentor dispatchers' top wage rate would become the second highest in the region. Only Willoughby dispatchers at \$32,802 would have a higher top rate for 1996. In effect under this fact-finder's recommendation, the dispatchers' top wage rate would move from the middle range to near the top for the region. In that the City has made its patrol officer wages the second highest in the area, the evidence suggests that it should do the same for its dispatchers.

This fact-finder would agree with the Union's recommendation that an additional Step 6 should be added to the dispatchers' wage schedule. Most of the dispatchers are currently at the top rate. An increase of 5% for the new top Step 6 would be consistent with the other step increases currently provided dispatchers which range from approximately 4.85% to 5.1%. Moreover as the Union points out, a six step wage schedule is also found in the police patrolmen's agreement. Also contrary to the City's request that this increase take place upon the execution of the agreement, this fact-finder has determined that it would be appropriate to provide for a retroactive Step 6 increase

for the dispatchers' unit. It should be noted that this fact-finder makes no recommendation for retroactive pay increases for the two fairly new employees who are not at the top step of the wage schedule. This is because these two dispatchers, unlike those at the top step, would have received step increases during the past year.

For the second and third year of the agreement, this fact-finder would recommend across the board 4.5% wage increases for the dispatchers' unit. Again as indicated previously, there appears to be some justification for granting wage increases to the dispatchers which are greater than that provided to other bargaining unit employees. It should be noted that like the police patrol unit contract, the increases would be provided on March 31, 1997 and March 30, 1998. With the additional recommended increases herein, the top rate for dispatchers would become approximately \$31,155 by the end of March of next year. Although the recommended wage increases are somewhat less than the substantial increases sought by the Union herein, they would at least serve as a start to bringing the dispatchers' wages more into line with those paid to police clerks and secretaries.

With respect to the correction officers' wages, this fact-finder notes that there was insufficient basis established for increasing their wages to the same extent as that recommended for the dispatchers. There was no comparable wage data submitted which indicated that correction officers are underpaid as compared to other comparably situated employees. As such, this fact-finder must find that the Employer's proposed 3.5% wage increases would be appropriate for the correction officers. There was no reason

established to alter the patterned settlement reached with other employees with respect to a wage increase for the correction officers' unit. Thus, it would be appropriate to provide the correction officers with a retroactive 3.5% increase to April, 1996 with additional 3.5% wage increases for 1997 and 1998.

RECOMMENDATION

It is the recommendation of this fact-finder that the following wage provision be provided for in the parties' bargaining agreement:

RATES OF PAY

Communications Technician - Effective April 8, 1996 an additional Step 6 reflecting a 5% wage increase over the current top rate shall be granted.

Effective March 31, 1997 - An across the board 4.5% wage increase.

Effective March 30, 1998 - An across the board 4.5% wage increase.

Correction Officer - An across the board increase of 3.5% retroactive to April 8, 1996 with additional 3.5% increases in the second and third year of the agreement.

3. DISABILITY PAY

The Union seeks to extend the length of disability leave for correction officers from the current six months to one calendar year. The Employer opposes any change in the current provision.

The Union argues that correction officers should have a disability pay provision equal to that provided to other law enforcement officers in the City. Both the police patrol as well as the sergeants/lieutenants' agreements provide for disability pay to continue for up to one year from the date of injury.

The Employer submits that the current benefit provides more than adequate coverage for disability leave to an employee in the event they are injured during the discharge of their duties. The City notes that non-bargaining unit employees as well as bargaining unit employees in the Public Works contract all have six months of disability leave.

ANALYSIS - This fact-finder does not recommend any change in the current disability pay provision. There was no evidence produced which showed that the current benefit of six months of disability pay is inadequate for the correction officers unit. Although the police patrol units contract contains a one calendar year provision for disability pay, it is apparent that police officers due to the nature of their patrol duties would have a greater need than correction officers for the longer disability leave benefit. Moreover, non-bargaining unit employees as well as bargaining unit employees in the Public Works Department have provisions for six months of disability leave. There

being no basis established for making any change in the current provision, this fact-finder would recommend that the parties maintain the current benefit of six months of disability pay for eligible employees.

RE COMMENDATION

It is the recommendation of this fact-finder that there be no change in the Disability Pay Provision as proposed by the Union.

DISABILITY PAY - Current language, no change.

4. UNIFORM ALLOWANCE

The Union proposes to increase the annual maintenance allowance to \$350 from the current \$250. The Employer rejects any increase in the uniform maintenance allowance. However, the Employer proposes to increase the uniform allowance for the cost of new or replacement uniform articles from the current \$300 to \$325 effective on the execution of the agreement. The Employer further proposes to increase this particular amount to \$350 effective April, 1998.

The Union argues that its proposal to increase the uniform maintenance allowance is justified based upon increases granted by the City to the police patrol officers. Moreover, the Union once again cites the wage disparity between dispatchers and police secretaries/clerks to support its position.

The Employer contends that the Union's proposal regarding an increase in the uniform maintenance allowance is excessive and unjustified. The City points out that it is willing to increase the purchase order allowance by \$25 in each of the next two years.

ANALYSIS - This fact-finder would recommend that the annual uniform maintenance allowance be increased to \$300 effective on the date of the execution of the agreement. A similar although slightly smaller increase was granted to the police officers unit. Moreover in recommending the increase in the uniform maintenance allowance, this fact-finder has also taken into consideration the disparity in wages which currently exists between the dispatchers and police clerks/secretaries. This fact-finder does not recommend any change in the uniform allowance (purchase orders) as suggested

by the Employer. Considering the bargaining units involved here, this fact-finder believes that an increase in the uniform maintenance allowance would be more justified.

RECOMMENDATION

It is the recommendation of this fact-finder that the Uniform Maintenance Allowance be increased to \$300 effective on the date of the execution of this agreement. This fact-finder does not recommend any increase in the uniform allowance for the cost of new and/or replacement of uniform articles.

UNIFORM ALLOWANCE - Increase Uniform Maintenance Allowance to \$300.

5. DISCIPLINE

The Union proposes that the current discipline procedure be deleted and replaced with that found in the patrolmen agreement. The City proposes to retain the current language of the contract.

The Union argues that it is only fair to allow bargaining unit members to have the right to grieve and to take to arbitration all disciplinary matters. Currently, employees can appeal a dismissal, demotion, or suspension of more than three days only to the City Manager. The Union would request that the police officers' contract language regarding disciplinary procedure be substituted for that found in the current agreement here. Under the police officers' agreement, all forms of discipline can be grieved and appealed to arbitration.

The City contends that there have been no problems or disputes with the current disciplinary procedure. There was no basis established by the Union for making any changes in the contract. Moreover, the police and fire department agreements which allow employees to grieve any suspension even if less than three days were based upon a section of the civil service code which is not applicable here.

ANALYSIS - This fact-finder has determined that bargaining unit members should be permitted to grieve and take to arbitration dismissals, demotions, or suspensions of more than three working days. It would be appropriate to merely add language to the current provision which would allow an employee to make an appeal to arbitration following the decision of the City Manager. There was insufficient basis

established by the Union to substitute the complete disciplinary procedure set forth in the police officers' agreement for that found in the bargaining unit agreement here. There are many sections of the disciplinary procedure found in the patrol agreement which may or not be suitable for the bargaining unit in this case. However contrary to the City's contention, there appears to be no justification for continuing to deny dispatchers and correction officers the right to appeal certain disciplinary matters to arbitration.

RECOMMENDATION

It is the recommendation of this fact-finder that the Discipline Procedure Provision be amended to allow employees to appeal the decision rendered by the City Manager to arbitration.

DISCIPLINE - SECTION 22.3 - Amend as follows:

An employee shall have the right to appeal the City Manager's decision to arbitration pursuant to the Grievance Procedure Provision.

6. EMPLOYEE RIGHTS

The Union requests that an Employee Rights Article be added as a new provision in the agreement. The Union proposes language like that found in the patrolmen's agreement. The Employer opposes any new Employee Rights Article.

The Union wants internal parity with the patrol officer agreement. That contract contains a detailed Employee Rights Provision which would be suitable for the bargaining unit here.

The Employer rejects the Union's proposal stating that the current procedures in place for discipline are well known and have not created any type of problem or dispute between the parties. The City notes that bargaining unit members in this case work in a controlled environment and are less susceptible to being disciplined or subjected to citizens complaints than are the patrolmen.

ANALYSIS - This fact-finder has determined that there was insufficient basis established for any Employee Rights Provision as proposed by the Union. It was undisputed that no bargaining unit member has received severe discipline in the past. Considering that the bargaining unit works in a controlled environment as compared to patrol officers, there does not appear to be any need for a detailed Employee Rights Provision like that found in the police officers' agreement. Absent any showing that there have been any serious disputes between the parties regarding employee rights, this fact-finder would not recommend the detailed Employee Rights Provision found in the

police officers' agreement.

RECOMMENDATION

This fact-finder does not recommend any Employee Rights Provision as that proposed by the Union.

EMPLOYEE RIGHTS - No new provision.

7. EMPLOYEE GROUP INSURANCE

The Union proposes to increase life insurance to \$40,000. It also seeks an increase in dental insurance to \$750 and requests that the Employer adopt a 1996 health care program for this bargaining unit. The Employer proposes to modify the current language to include the employee group insurance plans in effect with all other unions and non-bargaining unit employees.

The Union argues that life insurance should be increased to \$40,000 as the City did for the police and fire contracts. The Union argues that there is no reason not to increase life insurance for this bargaining unit.

The Employer contends that the current benefit of \$20,000 provides a generous amount of life insurance for these bargaining unit employees. The City notes that with the exception of the police patrol and fire fighter agreements, all other city employees receive life insurance in the amount of \$20,000. The City also notes that it has already updated the dental insurance plan for all employees including the bargaining unit employees involved here. It has also adopted a 1996 health care program for all city employees.

ANALYSIS - This fact-finder has determined that the current life insurance benefit of \$20,000 should not be increased as proposed by the Union. With the exception of police officers and fire fighters, all other city employees have life insurance policies in the amount of \$20,000. It is apparent that the dispatchers as well as correction officers do not perform the kind of dangerous work like that of patrol officers and fire fighters

which would warrant additional life insurance coverage. The current benefit of \$20,000 appears to be adequate life insurance for these particular bargaining unit employees involved here.

This fact-finder would also recommend that the parties adopt the 1996 health care plan which is in effect for all other union as well as non-bargaining unit employees. For uniformity purposes, the changes proposed by the Employer should be adopted for this unit. In addition, the dental insurance plan which has been upgraded by the City for all other employees should also be applied to the bargaining unit here.

RECOMMENDATION

It is the recommendation of this fact-finder that the current Life Insurance Benefit in the amount of \$20,000 be retained. The parties should adopt the 1996 Health Care Plan as well as the upgraded Dental Insurance Plan which has been applied to all other city employees.

LIFE INSURANCE - \$20,000

HEALTH AND DENTAL INSURANCE - Adopt 1996 Health Care Plan as well as upgraded Dental Insurance Plan which has been applied to other city employees.

8. VACATION LEAVE

The Union proposes to modify the vacation benefit to allow for accumulation of up to eight weeks during the last two years of employment. The City opposes the Union's proposal.

The Union points to the police officers as well as the sergeants/lieutenants' contracts as containing a provision whereby employees with 20 years or more of service are permitted to accumulate up to eight weeks of vacation for cash-out purposes at time of retirement. The Union argues that a similar provision would be appropriate for this bargaining unit.

The City contends that there is no justification for such a provision for dispatchers and correction officers who are clearly distinguishable from other law enforcement personnel in the city. The current provision which allows an employee to carry over a maximum of one week of earned vacation is sufficient for the bargaining unit here.

ANALYSIS - This fact-finder has determined that there was insufficient basis established for modifying the vacation benefit as proposed by the Union. It simply was not established here that there is a need to allow dispatchers/correction officers with twenty or more years of service to accumulate up to eight weeks of vacation for cash-out purposes at the time of retirement. Absent any compelling reason for such a change in

the Vacation Benefit Provision, this fact-finder would recommend that the current language be retained.

RECOMMENDATION

It is the recommendation of this fact-finder that the Vacation Benefit Provision should not be modified as proposed by the Union.

VACATION BENEFIT - Current language, no change.

9. SUBSTANCE TESTING AND ASSISTANCE

The Employer proposes a new article which would allow for drug and alcohol testing of employees in the bargaining unit. The Union opposes any such provision.

The Employer maintains that the substance abuse testing procedure which it advocates here appears in all safety and non-safety bargaining unit contracts. The Employer submits that it needs internal parity with all unionized work forces on this issue.

The Union argues that no justification has been shown by the City for the need of a drug testing procedure for the bargaining unit employees here. Absent any showing that there is a need to test dispatchers/correction officers for substance abuse, the Union requests that this fact-finder reject the City's proposal.

ANALYSIS - This fact-finder would recommend the inclusion of the Substance Testing and Assistance Provision proposed by the City. Internal parity supports this recommendation. The undisputed evidence shows that the same substance testing article which is proposed by the City herein is also found in all safety as well as non-safety bargaining unit contracts in the City. This would include the police officers and sergeant/lieutenants contracts. It would be appropriate to provide internal parity with all other city employees on this important issue. Moreover, it should be noted that the substance testing article proposed contains adequate safeguards for the employees as well as assistance through a EAP program if such counseling is needed by the employee.

10. SICK LEAVE

The parties were in agreement at the hearing that the sick leave cash-out maximum should be increased to 210 days. As a result, this fact-finder would recommend the modification to the Sick Leave Provision with reference to the maximum cash-out benefit.

RECOMMENDATION

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

SICK LEAVE - Increase sick leave cash-out maximum. Employees shall receive one-third of 210 unused sick leave days not to exceed a maximum of 70 days of pay-out.

11. COMPENSATORY TIME

At the hearing, the parties were in agreement that there should be an increase in the comp time bank limits to 80 hours. As a result, this fact-finder would recommend that the comp time bank limits be increased to 80 hours.

RECOMMENDATION

It is the recommendation of this fact-finder that employees be allowed to bank up to a maximum of 80 hours of compensatory time.

COMP TIME - Increase the amount of compensatory time which an employee may bank to a maximum of 80 hours.

12. PERSONNEL FILES

At the hearing, the parties indicated that they were in agreement with reference to the Employer's proposal regarding personnel files. As a result, this fact-finder would recommend the adoption of the modified contract language proposed by the City.

RECOMMENDATION

It is the recommendation of this fact-finder that the Personnel Files Provision be modified as proposed by the City.

PERSONNEL FILES - Modified as proposed by the Employer.

13. HOLIDAYS

At the hearing, the parties indicated that they were in agreement with reference to the Employer's proposal regarding Holidays. As a result, this fact-finder would recommend the adoption of the modified contract language proposed by the City.

RECOMMENDATION

It is the recommendation of this fact-finder that the Holidays Provision be modified as proposed by the City.

HOLIDAYS - Modified as proposed by the Employer.

CONCLUSION

In conclusion, this fact-finder hereby submits the above referred to recommendations on the outstanding issues presented to him for his consideration.

March 17, 1997


JAMES M. MANCINI, FACT-FINDER