

BEFORE THE STATE EMPLOYMENT RELATIONS BOARD

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In the Matter of Fact Finding Between:

City of Greenville

and

S.E.R.B. Case No. 98-MED-¹¹~~10~~-1059

Greenville Patrol Officers Association

Appearances:

For the City:

Pete B. Lowe, Vice President
Clemans, Nelson & Associates, Inc.
Lima, Ohio

For the Association:

Susan D. Jansen, Esq.
Logothetis, Pence & Doll
Dayton, Ohio

REPORT AND RECOMMENDATIONS OF THE FACT FINDER

Frank A. Keenan
Fact Finder

Background:

This case came on for hearing in Greenville, Ohio on February 5, 1999. At that time the parties submitted evidence and argued in support of their respective proposals for the contract provisions at impasse. What follows is a summary of the evidence; the parties' contentions and arguments; the Fact Finder's Recommendations; and the rationale for the Fact Finder's Recommendations. In arriving at the Recommendations the Fact Finder has taken into account and relied upon the statutory criteria set forth below, whenever such factors were put forward by the parties, to wit: the factor of past collectively bargained agreements; comparisons of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved; the interest and welfare of the public; the ability of the public employer to finance and administer the issues proposed; the effect of the adjustments on the normal standards of public service; the lawful authority of the public employer; the stipulations of the parties; and such other factors, not confined to those noted above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute settlement procedures in the public service or in private employment.

References to the "current Contract" more accurately refer to the most recently expired Agreement between the parties, too cumbersome a reference to be continually repeated.

Issue #1: Article 25 - FAMILY AND MEDICAL LEAVE

Evidence and Parties' Position:

The Union proposes amending current Contract language such that unpaid family medical leave time does not run concurrent with paid time off. Under the Union's proposal an employee would be able to exhaust all forms of paid leave prior to being charged with Family Medical Leave for covered absences.

The City proposes that the current Contract provisions be retained, with the exception of Section 25.3. In Section 25.3, the City would delete the phrase "or to care for either employee's parent who has a serious health condition," in order to comply with the current version of the federal regulation. The Union agreed at the hearing herein to the City's proposed deletion.

The City resists the Union's proposed changes to this article, asserting it represents a major change in the manner in which the City presently applies the provision of this Article. The City also raises an internal comparability argument, noting that all other City employees' FMLA leave is administered as per the parties' current Contract's provisions. Changing same would impose upon it an administrative burden. The City also contends that adopting the Union's proposal could entail meaningful potential costs. Thus the City contends that if bargaining unit

employees were able to use all available paid leave prior to being charged with Family Medical Leave, the City would potentially have to pay an additional three (3) months of insurance premiums for the employees on unpaid Family Medical Leave. Such costs could amount to \$1000.00 per employee per year. As for the consequences of exhausting Family Medical Leave raised by the Union at the bargaining table, the City asserts that these concerns have been addressed to considerable degree through the establishment of a new tentatively agreed to Article allowing for leave donation to an employee by other employees.

It is also noted that the record reflects that contractual provisions providing for Family Medical Leave first came into the parties' Contract in the 1996-1998 Contract, the predecessor current Contract.

Rationale:

The Union has failed to make a case for its proposed changes. Stability dictates that such recently adopted contract provisions ought not to be significantly changed without a rather compelling basis for doing so. No external comparable data supporting the sought changes was put forward, and internal comparables undermine the changes sought. Moreover, the tentatively agreed to Leave Donation Article of 12/09/98 serves to address some of the concerns which motivated the Union to seek the changes it seeks, as the City contends.

Recommendation:

It is recommended that the parties retain the provisions of Article 25 - Family Medical Leave in the current Contract, with the exception of Section 25.3, which shall read as follows:

"In any case in which a husband and wife, both employed by the City, request leave due to the birth or placement with the employees of a son or daughter, the aggregate number of workweeks of FMLA leave to which both employees shall be entitled shall be limited to twelve (12) workweeks during the twelve (12) month period specified above."

Issue #2: Article 39 - TERMINATION

Evidence and Parties' Positions:

Both parties propose that their Agreement remain in effect through December 31, 2001. The City proposes that the Agreement become effective upon execution. It asserts that many substantial changes have been made and that it would be unduly burdensome to make them retroactive. The City additionally contends that difficulty in scheduling negotiation meetings with the Union is partly to blame for the process extending into the new year. On this latter point I note that the record reflects that the parties had five negotiation sessions, commencing November 17, 1998, and same were supplemented by mediation sessions conducted on January 6 and January 20, 1999. The record also reflects that the parties have agreed that in the event their impasse goes to conciliation that the Conciliator may award economic matters for 1999. The record additionally reflects that in the past the parties' Collective Bargaining Agreements have been contiguous with one another, ending on December 31st, and

replaced by Agreements commencing on the immediately following January 1st.

Rationale:

I find no viable basis for departing from the pattern of past collectively bargained agreements whereby successor Agreements have become effective immediately after and contiguous to the expiration of the predecessor. I find the parties' negotiation schedule to be adequate.

Such administrative inconvenience as might result from a retroactive effective date was simply not demonstrated to be unduly burdensome. Accordingly it will be recommended that the parties' new Agreement provide that it is to become effective January 1, 1999 and remain in effect through December 31, 2001.

Recommendation:

It is recommended that the parties' Agreement at Article 39 - Termination provide as follows:

Section 39.1 The provisions of this Agreement, unless otherwise provided for herein, shall become effective January 1, 1999 and shall remain in full force and effect through 11:59 p.m. on December 31, 2001.

Section 39.2 Same as current Contract language.

Issue #3 - Article 17 - VACATIONS

Evidence and Parties' Positions:

Going into Fact Finding the parties had several issues concerning changes to various Sections within Article 17. Following mediation of these issues, the parties reached agreement on several of these matters and they remain at impasse only with respect to Sections 17.1 and 17.4. The Union would

adhere to current Contract language for these provisions. The City, however, would revise these provisions to read as follows:

"Section 17.1 During calendar year 1999, vacation shall be accrued and scheduled in accordance with the prior Agreement effective January 1, 1996 through December 31, 1998. Effective January 1, 2000, each bargaining unit employee shall be credited with all vacation accrued in accordance with this Article as of such date. Vacation credited to an employee's account on January 1 shall be for use during that same calendar year. Each January 1 thereafter, each bargaining unit employee's vacation account shall be credited with the vacation hours accrued during the previous calendar year for use in the current calendar year.

Newly hired employees shall be credited with eighty (80) hours of vacation on January 1 following their most recent date of hire or upon completion of six (6) months of service whichever occurs later. Newly hired employees may schedule vacation as soon as it has been credited to their account, provided the employee must repay such vacation time if the employee's employment is terminated for any reason prior to the employee completing one (1) year of service with the City. Such repayment may be withheld from the employee's final paycheck. Each January 1 thereafter, the employee's vacation account shall be credited with the vacation hours accrued during the previous year for use in the current calendar year.

No accrued vacation hours shall be used by any employee until such hours have been credited to the employee's vacation account on January 1.

On January 1 of each year in which an employee will complete seven (7), fifteen (15), or twenty (20) years of service, the employee shall be credited with forty (40) additional hours of vacation and the employee's accrual rate shall be increased to the next higher level. The employee shall repay the vacation if the employee's employment is terminated for any reason prior to the employee actually completing the required years of service. Such repayment may be withheld from the employee's final paycheck.

Employees shall accrue vacation in accordance with the following schedule:

| <u>Vacation Hours</u> | <u>Years of Employment</u> | <u>Accrual Rates</u> |
|-----------------------|----------------------------|--|
| 80 | 1 completed | .03846 hour for each regularly scheduled hour worked during the year |
| 120 | 8 completed | .05769 hour for each regularly scheduled hour worked during the year |
| 160 | 15 completed | .07692 hour for each regularly scheduled hour worked during the year |
| 200 | 20 completed | .09605 hour for each regularly scheduled hour worked during the year |

17.4 Vacation leave credited to the employee's vacation account on January 1 shall be used by the employee prior to the end of the same calendar year or such vacation leave shall be deemed forfeited. Exceptions to this provision may be made only due to extenuating circumstances as recommended by the Chief of Police and approved by Director of Public Safety & Service."

The City asserts that the administrative burden of keeping track of employees' vacation accrual and the date by which vacation must be used or forfeited would be eased by its proposal. In Interest Based Collective Bargaining with other City bargaining units it came to light that some employees were confused under the present system as to how much vacation they actually have available for use. The City points to the fact that all other City employees are now in the vacation system proposed, and argues that to not place this bargaining unit of nineteen (19) employees out of a City total of one hundred and five (105) employees, would create an administrative nightmare.

Indeed, there would have to be separate tracking systems within the Police Department itself.

The City also contends that employees stand to gain under its proposal, in years in which their vacation accrual rates increase. Thus an employee who would have moved to a higher vacation accrual rate in a given year would do so on January 1st of that year rather than on their anniversary date.

Some Department employees have "used ahead" their vacation entitlement under the present system and, accordingly, asserts the City, it has proposed implementing its proposed change on January 1, 2000, thereby allowing those employees who have used their vacation as it accrued to prepare for the switch with a minimum of difficulty. The City asserts that its proposal will not result in the loss of any vacation time for any employee.

The City also contends that by crediting vacations on January 1st of each year and requiring vacation time to be used during the calendar year, vacation accrual and use will coincide with vacation scheduling; match the cycle for other paid leave, which is granted on a calendar year basis; and ensure uniformity among all City employees.

The Union resists changing the provisions of Section 17.1 and the method for determining vacation accrual. The Union points out, correctly, that the City's proposal would discontinue the ability under the present system whereby an employee can utilize vacation as it accrues. Since many bargaining unit employees virtually use vacation as they accrue it, many in the

bargaining unit would be adversely impacted by the City's proposed changes. It is the Union's position that the City's ease-of-administration contentions in support of its proposal are not enough and simply inadequate to justify the diminishing of the vacation benefit as it now exists.

Additionally, argues the Union, under the City's proposal, newly hired employees will be treated better than the current bargaining unit employees. The City proposes that newly hired employees shall be credited with 80 hours of vacation on January 1st following their most recent date of hire or upon completion of six (6) months of service, whichever occurs later. An employee with a date of hire of June 1, 1998 would have 80 hours of vacation credited to his account on January 1, 1999, whereas some present employees would have to wait until January 1, 2000.

Rationale:

I am constrained to concur with the Union's contentions on this issue. As the exclusive collective bargaining agent, the Union was under no obligation to participate in the Interest Based Collective Bargaining format utilized by the City and the Unions representing other bargaining units. Once it declined to do so, it was to be anticipated that different outcomes might well obtain. It is true enough that the Statute contemplates that the Fact Finder take into account the City's ability to administer recommended contract provisions, and that internal

comparables be given consideration in the deliberative process as well. I have done so here and I am not persuaded that either of these factors, which concededly favor the City's proposal, serve, either separately or in combination, to outweigh the weight to be given the past collectively bargained agreement factor of the Statute. As the Union points out, prior Agreements have sanctioned the ability of bargaining unit employees to utilize vacation credit as it accrues. This is a valuable benefit, virtually assuring employees that they have a readily available paid time off benefit to cover unforeseen needs for time away from the job. And in this computer age, I am not persuaded that retention of the current vacation accrual and use system for bargaining unit employees would bring about an "administrative nightmare" as the City contends.

Recommendation:

It is recommended that the parties retain the provisions at Section 17.1 and 17.4 as obtained in their most recently expired Contract.

Issue #4 - Article 17 - INSURANCES - and -
Issue #5 - Article 12 - WAGES:

Evidence and Parties' Positions:

Insurance and Wages typically constitute the most difficult and complex of issues at impasse and this holds true here as well. Substantial evidence was submitted on these issues by both parties.

The record reflects that not until the 1990 Agreement did employees share in the paying of premiums for their health

insurance. Prior thereto the Employer paid the entirety of the premium. The 1990 Agreement put in place caps on the City's contribution which were sufficiently high to result in employees not actually paying any premium. However, in 1991, the employees actually began sharing in the premium, paying \$19.72 per month for a family plan and \$7.00 per month for an employee only plan. In 1992 the employees paid \$36.80 per month for the family plan and \$17.76 for the employee only plan. Effective January 1, 1993, the premium went from \$253.96 to \$344.00 for the family plan and from \$115.44 to \$172.00 for the single or employee only plan, increases of 35.4% and 48.9%, respectively. The City apparently represented at that time that such was necessitated because its self-funded insurance program was inadequately funded due to increased administrative costs and increases in the number of incidents. The City apparently represented in the 1993 negotiations that the premium increases at that time were to fund the self-insurer reserve as well as to pay administrative costs. It is noted that the self-funding reserve serves to reduce the cost of health insurance.

Under the current Contract, Section 19.3 provides that the City will pay \$143.24 per month for an employee only policy or \$293.10 per month for a family plan, plus the first \$14.76 of any increase in the cost of any single plan and the first \$20.00 of any increase in the cost of the family health plan. Current Contract language also provides that the employee's initial share of the premium is \$6.76 for a single plan and \$21.90 for a family

plan, and all increases or decreases in the premium shall be shared equally by the City and the employee. The City proposes to excise from Section 19.3 the language providing that the City will pay the first \$14.76 of any single plan increase and the first \$20.00 of any increase in the family plan, and to otherwise retain the current Contract's language. Indeed this provision was agreed to with the Firefighter's bargaining unit. Maintenance of current language was adopted by the City's AFSCME bargaining units and applied to non-bargaining unit City employees as well.

Premiums set on January 1, 1999 are \$437.51 for a family plan and \$165.73 for a single plan. Suffice it to say that the City's expert witnesses satisfactorily justified the need for such increases, a need principally based on the recent history of some very expensive claims, and the inability of the City, given its rural geographic location, to the advantage of HMO's for cost containment. S.E.R.B.'s "1998 Report on the Cost of Health Insurance in Ohio's Public Sector" reflects that medical insurance premiums for a single plan average \$184.09 and \$469.17 for a family plan statewide.

The Union would amend Section 19.3 A.'s provision for the sharing of increases or decreases to a provision where said increases "shall be shared 90% by the Employer and 10% by the employee." Its comparables reflect that most Employers pay all of the premium or a share in the 90% range. The Union's proposal

would require a \$32.15 contribution by the employee toward a family plan and a \$6.86 contribution toward a single plan.

The City asserts that its Insurance proposal, annualized at current salaries, represents roughly the same amount of money as giving employees a 2.3% raise. The City also argues that for the City to give greater insurance benefits to this bargaining unit would create an incentive in future negotiations for bargaining units to hold out in search of a better deal, and the City would likely have trouble reaching an agreement with any of the bargaining units.

The City takes the position that it is important for the employees to share in the cost of insurance, given the fact that all employees have a representative on the insurance task force, which task force has input into decisions regarding health insurance coverage. The City further contends that the bargaining unit should not be permitted to benefit from a mutually agreed upon insurance arrangement when times are good, and change the agreement to their benefit and the City's detriment at the first sign of trouble. The City stated that if its insurance proposal were to be recommended, it would not be adverse to giving a larger wage increase than its proposed 2.5% in each year of the Contract.

Finally, the City notes that the last time the City was faced with insurance increases of the sort now being experienced, Fact Finder Sandver recommended that employees take a wage freeze in the first year of the Contract.

The Union points out with respect to the Insurance task force that its representative is only one voice of six (6) on the task force. The Union also introduced calculations to show that even were its 5% across-the-board increase recommended, the cost to employees of implementing the City's insurance proposal would have the effect of reducing said wage increase for a Step B Beginning Patrol Officer to 2.14%; for a Step E Regular Patrol Officer to 2.86%; and for a Step E Sergeant to a 3.15%.

With respect to wages, the City proposes a 2.5% across-the-board increase in each year of the Contract. The Union proposes a 5% across-the-board increase in each year of the Contract. The Union would also increase the shift differential in Section 12.5 for the 2:30 p.m. to 10:30 p.m. shift to \$.45 from \$.25; and the 10:30 p.m. to 6:00 a.m. to \$.60 from \$.40. The Union would also add the following "new" Section 12.6:

"Section 12.6 Employees assigned to enforcing downtown business district 90 minute parking or metered parking areas shall be (sic) receive a rate of time and one half their regular wage for all time assigned to the detail."

The record amply reflects that the City is on sound fiscal footing, and could not, and does not, claim an inability to pay the Union's wage and insurance proposal. The record does demonstrate the need for caution, however, in that the City's largest employer is laying off and grant money to the Department is to be discontinued. Comparable wage data supports an increase in the "threes," but more is needed asserts the Union, in order

to absorb the large increase in the employee share of the health insurance premium.

The record shows that other City employees received 3% across-the-board increases in each year of three year contracts, except the Fire Fighters. Some senior firefighters received a 4% increase in the third year of the contract. The firefighters also accepted the Insurance proposal proffered by the City here, and gave up some sick leave. Additionally the firefighters' uniform allowance is effectively less than that of the bargaining unit.

It is noted that in the recent past the City employed parking meter enforcers at rates less than Patrol Officer's pay. The City no longer employs such personnel and has assigned downtown parking enforcement duties to the Patrol Officers. Each officer pulls this duty once every twenty-eight (28) days. When enforcement personnel performed the duty they had hand-held computers to assist them. These are not available to Patrol Officers. The Union perceives these duties as not within a Patrol Officer's job description.

The record shows that second and third shift is rotated among the bargaining unit and that there has been no increase in the shift differential since 1993. The City contends that its current shift differentials are competitive, and relies on the fact that the rotation factor makes 2nd and 3rd shift less onerous in any event for this bargaining unit.

The record also reflects that comparable data clearly supports an across-the-board wage increase somewhere in the threes.

Rationale:

It is clear that the Union's premium pay proposal for downtown parking enforcement duties is intended as a disincentive for assigning these duties to the Patrol Officers in the first place. I cannot agree. As the City notes, the Chief clearly has the managerial prerogative to make such an assignment; it is well within the scope of duties reasonably to be expected of law enforcement officers. Moreover, given the relative infrequency of the assignment, it cannot be characterized as onerous, even though the bargaining unit would prefer not to do it. The Union's Section 12.6 will not be recommended.

As for the shift differential, since no increase has been put in place since 1993, some increase is to be expected. The increase sought, however, is too dramatic. What will be recommended is an increase of 10¢ instead of 20¢. Part of the reason for this increase includes the notion that under the catch-all factor mentioned in the Statute, it is to be expected that compensation items such as shift differential will be increased to offset the dramatic increase in insurance premiums the employees, as will be recommended herein, are obliged to pay.

As for the amount of the across-the-board increase and the formula for health insurance premiums and the consequent employee

contribution to the insurance premium, these issues must be considered together.

In my view a safety force bargaining unit's health insurance needs are best served when they, as here, participate in a City-wide insurance program. Otherwise, given the risks of their occupation and the relative smallness of their numbers, very high premiums would be required to secure any viable insurance coverage. This is especially so here where cost containment mechanisms such as HMO's are unavailable. Thus the City's internal comparability contention is very persuasive. Since the bargaining unit benefits from throwing in its lot with all other City employees, it must be prepared to carry its share of the cost. And here most City employees share in the proportions and amount which retention of current Contract language would yield here. Moreover, as the City highlights, the Union has simply bought into the sharing-of-the-burden-of-the-cost-of-health-insurance premiums in prior collectively bargained contracts. Hence it shall be recommended that current Contract language at Article 19 be retained. I find no warrant for the reduction in its own share, which the City proposes.

As for the amount of the across-the-board wage increase, in my judgment 3.5% in each year of the contract is warranted. Over the life of the Contract this puts the bargaining unit but 1/2 of 1% ahead of the Firefighters. This rate also takes into account the other improvements the Unit obtained in the parties' tentative agreements. It's commonplace for the safety forces to

be ahead of other City units and for the Police to somewhat outpace the Firefighter unit. And in any event the outpacing here is not dramatic. It does, however, along with the Uniform & Equipment improvements and shift differential improvements recommended, help to ameliorate the sting of the exceptionally large increase in the employee's share of the health insurance premium. In my view this is a legitimate consideration under the "other factors" catch-all guideline and provision of the Statute. In my view no sound grounds exist to deny retroactivity.

Recommendation:

It is recommended that the parties retain the provisions of Article 19 - Insurance of the current Contract.

It is also recommended that Article 12 - Wages, provide as follows:

Section 12.1 - Effective on January 1, 1999 all full-time bargaining unit employees shall receive a 3.5% wage increase.

Section 12.2. Effective on January 1, 2000 all full-time bargaining unit employees shall receive a 3.5% wage increase.

Section 12.3. Effective January 1, 2001 all full-time bargaining unit employees shall receive a 3.5% wage increase.

Section 12.4 - current Contract language.

Section 12.5. Shift differential at the rate of thirty-five cents (\$0.35) per hour shall be paid to all employees regularly assigned to shifts beginning between the hours of 2:30 p.m. and 10:30 p.m.

Shift differential at the rate of fifty-cents (\$0.50) per hour shall be paid to all employees regularly assigned to shifts beginning between the hours of 10:30 p.m. and 6:00 a.m.

Shift differential shall be paid in addition to the employee's regular rate of pay for all hours in active pay status when such hours are in compliance with the provisions of this Section."

Issue #6 - Article 18 - UNIFORMS & EQUIPMENT

Evidence and Parties' Positions:

Under the current Contract employees receive an initial uniform and equipment issue. Thereafter the City replaces certain equipment items that need to be replaced due to normal wear and tear or damage incurred in the line of duty. Employees are responsible for replacing uniform items as necessary and in that regard they receive a uniform allowance of \$425.00 per year, an amount established in the 1990 Collective Bargaining Agreement.

The City proposes to scrap the current system and move to a quartermaster system. Such a system ensures that money appropriated for uniforms is utilized for that purpose, asserts the City. The City contends that although a quartermaster system will likely cost more to initiate than does the current system, the City feels that its proposal meets both parties' needs by ensuring that the officers present a professional image and by ensuring that employees will not have to pay out of their own pocket to replace a worn uniform item. The City acknowledges that the true cost to the City under the current Contract is unknown, and that under its proposed quartermaster system the City will be able to track and assess the true cost of uniform replacement over the long term.

The Union proposes to transfer four items from the "Uniform Issue" list set forth in Section 18.1, and transfer said items to the "Equipment Issue" list in Section 18.1. These four items are: one pair winter boots; one all season jacket; one hat cover and trim; and one hat cover-weather. The Union would also add to the "Equipment List" one expandable baton and holder. The Union's evidence substantiates its claim that costs of uniform items are increasing, while at the same time the Uniform Allowance has not been increased since 1990. Under the Union's comparables of twenty-two municipalities, the average Uniform Allowance is \$655.68. The City challenges the propriety of the Union's "comparables" asserting that several of them are suburbs or exurbs in major metropolitan areas and not truly "rural" as is the City here. It also asserts that the Union's proposal to decrease the number of items for which an employee must pay out of the uniform allowance, and yet to increase the allowance is "counterintuitive," and that accordingly the Employer's proposal should be adopted. The City additionally points out that the bargaining unit's Uniform allowance is already the highest in the City. The Union points out that a Fact Finder rejected a City proposed Quartermaster System in 1993.

Rationale:

The Union's comparables, concededly somewhat flawed in that they include some affluent suburban communities in large metropolitan areas such as Blue Ash, Mason, and North College Hill, nonetheless clearly tend to support the \$50.00 increase the

Union seeks in the long static uniform allowance. In this regard I point to the \$600.00 allowance in Circleville; the \$750.00 allowance in Urbana; and the effectively \$875.00 allowance in Washington Court House, each more truly rural municipalities. And the record is clear that since 1990, when the current allowance was established, uniform items have increased in cost.

To be sure the Union's proposal, in addition to its proposal to increase the dollar amount of the uniform allowance, to reduce the number of uniform items the employees are responsible for, serves to enhance still more the value of its proposed Uniform & Equipment proposal, but even here comparing same with say the rural county seat municipality of Urbana, the requested proposal appears to be justified. In any event other circumstances present here fully support such a double-dip-like increment. It will be recalled that one of the statutory guidelines for determining a recommended resolution of contract items at impasse is the catch-all guideline that the Fact Finder is to take into consideration factors "which are normally or traditionally taken into consideration" in impasse situations, which factors are not specifically delineated in the Statute. In this regard in the public sector such compensation devices as "longevity pay" and "uniform allowance" are commonly utilized to enrich the overall compensation package, even where justification for such pay and/or allowance qua longevity pay or uniform allowance, could be stronger, provided a reasonable basis for doing so exists. Such a reasonable basis exists here. Thus, as seen hereinabove, it

was desirous to keep all of the City's bargaining units roughly within the same parameters vis-a-vis "wages" and "health insurance," and at the same time reduce the impact of the extraordinary increase in the employee's share of the insurance premium to the extent feasible. Enhancing the Uniform Allowance as proposed by the Union is therefore deemed to be justified here.

Recommendation:

It is recommended that the parties' Contract at Article 18 - Uniforms & Equipment retain the provisions in the current Contract except that in Section 18.1 thereof the Uniform Issue items of 1 pair Winter Boots; 1 hat cover and trim; 1 hat cover-weather and 1 all season jacket shall be deleted from the Uniform Issue listing and placed under the Equipment Issue listing. In addition, "1 expandable baton and holder" shall be added to the Equipment Issue listing. Another exception is that the dollar amount of the uniform allowance set forth in Section 18.4 shall be changed from \$425.00 to Four Hundred Seventy Five dollars (\$475.00).

The Fact Finder further recommends that the parties adopt all their tentative agreements made before, and at Fact Finding.

This concludes the Fact Finder's Report and Recommendations.

March 3, 1999



Frank A. Keenan
Fact Finder