

FACT-FINDING REPORT/RECOMMENDATIONS
OHIO STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

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Case No. 99-MED-10-1015

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION (OPBA)

-and-

CITY OF ROCKY RIVER

Advocates: S. Randall Weltman of Climaco, Lefkowitz, Wilcox & Garofoli Co.,
L. P. A., for the OPBA

-and-

David J. Matty, Director of Law, for the City

Proceedings before:
Donald R. Burkholder, Ph.D..
Arbitrator

Hearing Date: Thursday, February 17, 2000

SCOPE OF DUTIES OF THE FACT-FINDING PANEL in accord with
Section 4117 of the Administrative Code

- A. The fact-finding panel shall attempt to mediate the disputes of the parties prior to conducting a fact-finding hearing.
- B. When mediation efforts do not resolve all issues at impasse, the fact-finding panel shall hold an evidential hearing except that the parties may stipulate facts and waive a hearing. For purposes of hearing, the fact-finding panel shall have the power to regulate the time, place, course, and conduct of the hearing, administer oaths and affirmations, examine witnesses and documents, take testimony and receive evidence, and request the Board to issue subpoenae to compel attendance of witnesses and the production of books, papers, and records relating to any matter before the fact-finding panel. The fact-finding panel may not choose a hearing location at a cost to the parties unless the parties fail to agree to an alternate cost-free location. Fact-finding hearings are to be held in private.
- C. The fact-finding panel, in making findings of fact, shall take into consideration all reliable information relevant to the issues before the fact-finding panel.
- D. The fact-finding panel, in making recommendations, shall take into consideration the following:
 - (1) Past collectively bargained agreements, if any, between the parties.
 - (2) Comparison of unresolved issues relative to the employees in the bargaining unit with the issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved.
 - (3) The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
 - (4) The lawful authority of the public employer;
 - (5) Any stipulations of the parties; and,
 - (6) Such other factors, not confined to those listed 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.

For the Union:

S. Randall Weltman, OPBA Attorney
 Ronald G. Flowers
 Joseph M. Boncek, III
 Nick Rusinko

For the City:

David J. Matty, Director of Law
 Don Umerly, Mayor
 Don Wagner, Chief of Police

I. Hearings were held before the Fact-Finder on Thursday, February 17, 2000 at City Hall, Rocky River, Ohio, commencing at approximately 9:40 a.m. The parties agreed that the Fact-Finder's Report and Recommendations would be postmarked on or by Monday, March 20, 2000.

II. The background and context of this Fact-Finding is significant. The OPBA won the right to represent the Unit, which then consisted of 21 Patrolmen, whose previous agreement expired December 31, 1993. This Fact-Finder was chosen to conduct the hearing on the initial contract, and did so on May 27, 1994 at Rocky River City Hall.

The parties' second impasse was reached when that negotiation proceeded to Conciliation, with Harry Dworkin serving as Conciliator, and resolution of the 1994-1996 agreement in December 1994. The parties' next negotiation, for their 1997 through 1999 contract, was resolved without resorting to either fact-finding or conciliation, with the assistance of a mediator from the Federal Mediation and Conciliation Service (FMCS). The Union notes that during the 1997 through 1999 contract, the Union sought increases equal to those granted in area departments doing comparable work, with the similarly important objective of obtaining fully paid dental and optical insurance, i.e., fully paid by the Employer. The parties' second, or 1997, agreement provided no dental or optical insurance, but did provide "pay raises that comported with the so-called *going rate* . [italicized as in Union Pre-Hearing Statement]. The unit in February 2000 consisted of all Patrol Officers, Patrol Officers assigned as Detectives, and a D.A.R.E. officer, a total of 23 people.

The Union Pre-Hearing Brief included the following summary of the Union's actions during its second set of negotiations, and its present position.

Instead of taking the City to fact-finding and beyond to press for a better wage increase and the needed insurance, the Union agreed to a very simple package. It included a few language insertions and wage increases only. The Union offered its goodwill to the City and agreed to the deal figuring that its cooperation would yield a fully paid dental and optical benefit during the next round of contract negotiations.

This time around though, the City offers only offers a dental plan and it is not a plan that is very rich in coverage. Furthermore, the City only offers to pay a portion of the premium. That is not satisfactory to the OPBA's membership, a group which has spent the last three (3) years fuming as to why they still do not have this benefit.

The foregoing underscores the firm resolve of the OPBA to obtain fully paid dental and optical insurance for its year 2000 labor agreement. Meanwhile, the Union has found itself in the position of once again losing ground to its neighboring, comparable police departments in the area of wages and benefits...The OPBA is committed to gaining the new insurance without financing it through substandard pay increases.

Thus the stage was set for the OPBA and the City to negotiate toward their third contract following the expiration of their last agreement on December 31, 1999; pursuant to the law, the parties are operating under the terms of the expired agreement. They commenced negotiations for their successor agreement on November 18, 1999, then negotiated on three other occasions until January 10, 2000. The City and the OPBA devised a verbal settlement on some of the submitted issues, but reached impasse when major issues such as wages, shift differential, dental and optical insurance, and educational differential could not be resolved. Therefore, all of the initial issues were put back on the table for consideration at this Fact-Finding Hearing, and were raised in the parties' respective Pre-Hearing Briefs.

III. Mediation was offered at the beginning of the Fact-Finding Hearing, but the parties agreed that matters had progressed to the point that mediation would not be helpful. Witnesses were sworn at the outset of the hearing. The issues at impasse as presented in the Pre-Hearing Briefs, with identification as Union (U) or Employer (E) issues, were as follows:

1. Management Rights
 - bringing language into conformity with law [E];
 - memorialization of current minimum manning policy,
 - and replacement of Patrolman with Patrolman [U]
2. Grievance Procedure [E]
3. Personnel Files
 - assurance that no unfounded or unsustained complaints
 - are placed in an employee's file [U]
 - updating of process for disclosure of a Patrolman's person-
 - nel file, in conformity with current law [E]
4. Pension Pick-up (See #9 below)
 - establishment of a salary reduction pension pick-up
 - with tax deferment on employee contribution
 - to their respective retirement funds [E, U]
5. Educational Differential
 - limitation on types of courses eligible for educational
 - differential for hires after January 1, 2000 [E]
6. Travel for Schools
 - method for counting of travel as time worked [E, U]
7. Overtime [firearms qualification, marine patrol, telephone
- calls when not on duty] [E, U]
8. Health Benefits
 - dental and optical benefit [E,U]
9. Salaries, Hourly Rates, and Overtime [E, U]
 - salary increases, shift differential, pension pick-up,
 - detective bureau pay [E, U]

These issues, especially the economic items, are somewhat overlapping in some instances, and will be dealt with accordingly.

IV. Recommendations/Recommended Language

The factors listed on page 2 above specifying factors to be considered in a Fact-Finding were dealt with in formulating recommendations. The Fact-Finder's initial experience with the parties in 1994 was useful in providing a rather substantial background in the parties' history, relationships, and particularly in the development of the issues.

Article 3, Management Rights. The indented, single-spaced language below should replace and supersede the existing language in Article 3, updating the language in the Agreement to current Ohio law, which holds that all matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining. This language should clarify and strengthen the parties' relationship.

1. All matters pertaining to wages, hours or terms and other conditions of employment and continuation, modification or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public Employer and the exclusive representative, except as otherwise specified.
2. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations, and the original appointments from the eligible lists are not appropriate subjects for collective bargaining.
3. Unless a public Employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the rights and responsibility of each public Employer to:
 - A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 - B. Direct, supervise, evaluate, and hire employees;

- C. Maintain and improve the effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public Employer as a governmental unit.

The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement. A public Employee or exclusive representative may raise legitimate complaint(s) or file grievance(s) based on the collective bargaining agreement.

The Union requested memorialization of current minimum staffing policy. There was uncontroverted testimony that the present standard practice is to replace a Patrolman with a Patrolman except for exigencies in which a specific individual's skills were needed, or where the use of a non-Patrolman but qualified officer was the only sensible response to a given situation. Thus the Union position is unjustifiable, would seriously infringe on management rights, and would not be in the best interest of the citizens.

Article 19, Overtime

The following language change and addition is recommended to provide for systematic payment of overtime for authorized firearms qualifications, inasmuch as was evident from the testimony of both Employer and Union witnesses that there was a problem with administering a system of timely payment, the clear intent of

existing 19B language. In any case, uncertainty is dysfunctional for morale. The "new" or recommended language is in boldface and is italicized.

(B) All overtime must be approved by the Chief of Police or his designated representative, and the Director of Public Safety-Service. Overtime shall be compensated at rates specified in the Agreement. Credit for compensatory time shall be based on the number of hours worked or the minimum credit, whichever is the greater, times one and one-half. *With the exception of payment for firearms qualification*, employees shall have the option to request payment or credit to accumulated compensatory time except no employee shall accumulate more than eighty (80) hours compensatory time. *Overtime for firearms qualification shall be paid by a separate check at the end of the first pay period in July. Otherwise*, overtime payment shall be computed for the period in which is earned and paid at the employee's written request on the next regular pay. Compensatory time shall be credited on the date it is earned, and can be used upon the approval of the Chief of the Division. All overtime compensation shall be paid in separate checks.

The Union proposal in the Pre-Hearing Brief "...to include all work actually performed" for purposes of accumulating overtime, designed primarily for the City's Marine Patrol, which is by its very nature additional yet non-assigned, "voluntary" duty, is not persuasive. The Employer states in its Pre-Hearing Brief the following:

Since it is the City's understanding that for purposes of calculating overtime, only the Marine Patrol, which is voluntary duty, does not have all leave with pay calculated elsewhere in this Agreement included as work actually performed, the City refuses to extend such calculations to the voluntary duty of the Marine Patrol.

Consideration of the totality of the package recommended in this proceeding, in addition to the lack of any apparent legal requirement for calculating additional, voluntary, non-assigned work as work actually performed for purposes of calculating overtime, justifies no further consideration of this proposal.

Article 17, Travel Expenses and Mileage

Language in Article 17 in the prior contract should be preceded by a paragraph (A) in view of the need for a paragraph (B). Union concerns about an equitable system for reimbursement for unit members' travel expenses for approved schooling was convincing, and justifies a more equitable arrangement. The recommendation is that the following text continue at the end of subsection or paragraph (A) and is identified as subsection (B), as follows:

(B) Any employee, when detailed or assigned to a job-related school, seminar or training session outside Cuyahoga County, excepting probationary employees, with such detail or assignment exceeding nine (9) hours of duty per day, shall be compensated for the time exceeding said nine (9) hours with compensatory time at 1-1/2 times the regular rate upon request.

Article 32, Personnel Files

The Employer requested that language specifying the circumstances under which disclosure of a Patrolman's personnel files may occur be updated to bring it in line with current law, replacing and superseding Article 32A in the prior contract. Ohio law now mandates disclosure, except for certain information which the law deems private. Current law, being the Ohio Public Records Law (ORC Section 149.43) and the case of State of Ohio ex rel. Keller v. Cox, as decided by the Ohio Supreme Court on April 7, 1999, justifies the Employer request for new language, replacing the Article 32 (A) language in the prior contract. Therefore, the language recommended to replace language in the prior contract's 32 (A) is as follows:

(A) The City shall maintain not more than one (1) personnel file for each employee except for information concerning name, place and date of employment, job classification, pay range, tax date and files maintained by the Civil Service Commission in the regular course of its business. Information contained in an employee's personnel file shall be available for review by or be shared with any person following both the Ohio Public Records Law (ORC Section 149.43) and the case of State ex rel. Keller vs. Cox or any statutory or case amendment thereafter.

The Union proposed adding language to Article 32 (C) to eliminate unfounded complaints from a Patrolman's personnel file. To implement this provision, it is recommended that the following language, offered by the Employer, be added to Article 32 (C) of the prior contract, as follows:

No unfounded or unsustained complaints shall be placed in an employee's personnel file.

Article 9, Grievance Procedure

The Employer has proposed that the Grievance Procedure be changed from a timetable of 21-14-14-30 for the four steps, to 10-7-7-10. Employer asserts that this change would expedite the Grievance Procedure and bring about a more immediate resolution of any issue. Prompt movement toward resolution of grievances, a generally favored practice in development of effective labor relations and a positive work environment, is in the best interest of both parties. Therefore, this language is recommended, with new language and boldface and italicized, as follows:

Step 1. An employee having an individual grievance will first attempt to resolve it informally with his immediate supervisor. Such attempt at informal resolution shall be made by the employee-grievant *within ten (10) days* of the employee's working days following the events or circumstances giving rise to the grievance or when first known by the employee-grievant. Grievances brought to the attention of the supervisor (except as otherwise provided herein) beyond the *ten (10) day* limit shall not be considered.

Step 2. Should the employee-grievant not be satisfied with the answer in Step 1, then *within seven (7)* of his his working days thereafter he may appeal the grievance at this Step, by delivering a copy of the Grievance Form to the Office of the Chief of Police. The Chief shall date the form, showing the date received.

Step 3. Should the employee-grievant not be satisfied with the answer to Step 2, he may, *within seven (7)* working days thereafter, appeal the grievance to Step 3 by delivering a copy of the Grievance Form, containing the written responses at the prior Steps and any other pertinent documents, to the Office of the Director of Public Service.

The Employer also proposed that the losing party in a grievance submitted to an arbitrator in Step 4 of the Grievance Procedure be totally responsible for the payment of the fees and expenses of the arbitrator selected in Step 4 of the Grievance Procedure for the reason that it would be fairer to both parties and prevent unnecessary grievances from reaching the step requiring a third-party arbitrator. This is one of the most serious matters among the parties' non-economic issues at impasse, in terms of the potential economic consequences for both parties and the viability of the collective bargaining unit. However, considering the overall package of recommendations in this Fact-Finding, the Employer language is recommended, with new language in boldface and italicized, as follows:

Step 4. If the grievance is not satisfactorily settled at Step 3, the Union may, *within ten (10)* calendar days after receipt of the answer, submit the grievance to arbitration. The parties shall, within seven (7) calendar days, meet to attempt to agree upon an impartial arbitrator. If the parties are unable to agree upon an arbitrator, the Employer shall notify the American Arbitration Association to submit a panel of seven (7) arbitrators and the arbitrator shall be chosen in accordance with the Association's then-applicable rules. *The fees and expenses of the arbitrator shall be borne totally by the losing party in said arbitration.* The aggrieved employee, the appropriate Union Representative and any witness(es) shall not lose any regular straight time pay for scheduled work days as required by the arbitrator while attending the arbitration proceedings.

Article 13, Salaries, Hourly Rates and Overtime

(Pension Pick-up)

The parties agreed that the Employer will provide a "pension-pick up", a salary reduction program in which the unit member's contribution to his pension fund would not be taxable as part of his salary, i.e., his gross pay would be reduced by his rate of contribution to the pension fund, with federal taxes applying to the pension when collected by the retiree. The Employer-proposed language included a proviso, i.e., "...provided that there is no additional monetary cost to the City of Rocky River for carrying out the above requirement." There is indeed no additional

cost to the Employer for carrying out such a program, at least no more cost than the adjustment of the payroll records system, which is normal cost of doing business; there is no commitment for any additional Employer contribution to the pension system. To include the Employer-proposed proviso would be to open the way for the possibility of further problems; the purpose here is to minimize such possibilities. The Fact-Finder reviewed a number of contracts which provide this tax-deferment or pension pick-up benefit, attempting to identify the clearest and most concise language, i.e., language least likely to evoke future misunderstandings. The language is recommended as Article 13 (B), and is as follows:

(B) As permitted by the Internal Revenue Service and Police and Fire Disability and Pension Fund (PFDPF), the Employer agrees to implement the "salary reduction" method pension "pick-up". The Employee's gross pay will be reduced by the employee's contribution rate, which will be forwarded to the PFDPF. Any other deductions will then be made from the reduced salary for that period. The reduced salary shall be the income reported on the employee's W-2 Form, thus deferring taxes on the pension contribution and increasing the employee's take-home pay.

(Shift Differential)

The Union sought a shift differential in the amount of fifty cents (\$.50) hour for those employees who work the afternoon (4 p.m. - 12 Midnight) and morning or "graveyard" (12 Midnight-8 a.m.) shifts. Eight of the 43 municipalities included in the Employer's comparables offered some form of shift differential. The Employer pointed out that "...the City currently has no Shift Differential in any of the collective bargaining agreements with any of its safety forces. Only 8 of the 43 union agreements in Cuyahoga County which we researched show any additional amount for Shift Differential." Additionally, the Employer brief stated as follows:

the differential of seventy-five cents (\$.75) per hour ... for the second and third shifts would represent an additional 2.241 % annual increase in wages. This increase, when combined with the 3.5% already proposed by the City, would mean that Patrolmen would have a 5.74 % wage increase for the first year of the contract which is at least 2.5 to 3 times the current rate of inflation.

In consideration of such factors as no indication of a lack of the City's ability to pay, high quality of policing and employee morale, a shift differential, less than the fifty cents requested by the Union, seems justified, and would be less costly to the Employer than the Union proposal which the Employer asserts would in and of itself add an additional 2.241% in wages. The recommended increase recognizes that assignments on the evening/night and "graveyard" shifts are often at the expense of the pursuit of personal and family interests. The fact that no other public safety forces in Rocky River, presumably the firemen, have a shift differential, cannot be given undue weight; it is the total package which demands consideration in view of the scope of duties prescribed in the Administrative Code [see page 2 preceding]. Therefore, a paragraph 13 (C) is recommended as follows:

(C) Any employee for hours actually worked between 4 p.m. and 12 Midnight shall receive an additional hourly compensation of twenty-five cents (\$.25) per hour. Any employee for hours actually worked between 12 Midnight and 8 a.m. shall receive an additional hourly compensation of thirty-five cents (\$.35) per hour. This amount shall be included in the calculation of the employee's overtime rate of pay.

(Detective Bureau Pay)

The Union proposed a \$1,000 differential wage for Patrolmen assigned to the Detective Bureau; the Employer proposed a \$700 differential wage, which would be an increase of \$100 above the prior contract's \$600. The recommended increase is \$800, again based on consideration of the total package.

(Salaries)

The Union sought a series of raises effective January 1 of each year, beginning January 1, 2000, of 4.25%; 4.15%; and 4.00%. The Employer proposed increases effective January 1 of each year of 3 1/2%; 3%; and 3%, respectively.

Diligent consideration of the comparable salaries provided along with and as part of Section D of the "Scope of Duties of the Fact-Finding Panel," from Section 4117 of the Administrative Code, with the **total package** of salary and benefits examined in comparison with the salaries and benefits of similar units in somewhat similar West Shore communities, i.e., those presented as comparables, with particular emphasis on "the interest and welfare of the public and the ability of the employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service", led to a recommendation of a 4% increase on the base on January 1, 2000; 4% on the base on January 1, 2001; and 3 1/2% on the base on January 1, 2002, with the new salary base(s) as follows:

	<u>1-1-00</u>	<u>1-1-01</u>	<u>1-1-02</u>
Start	36,927.02	38,404.10	39,748.24
After 1 year	42,553.86	44,256.01	45,804.97
After 2 years	48,273.24	50,204.17	51,961.32

Article 26, Health Benefits

The Union proposed the addition of dental and optical insurance fully paid by the City, including "...a fully paid dental plan with a small deductible and at least a Thousand Dollar (\$1,000) maximum for each family member," also requesting "...an

optional plan that pays for most of an annual eye exam and glasses or contact lenses for each family member. In evaluating this proposal, significant consideration was given to Arbitrator Alan M. Wolk's comments in a 1993 Fact-Finding Report between the OPBA and the City of Tiffin (Union Exhibit 10), in which he rejects the Employer position to the extent that it argues that the acceptance of wage or health benefit proposals by other City employees should be binding on police employees who should therefore conform solely in the interest of uniformity. He adds that "Although such a position may be convenient to the City, such an argument cannot be given undue weight. Nor should such an argument be permitted to undermine the benefits of independent negotiations."

The Wolk Fact-Finding Report notes that comparables should be evaluated in combination with other benefits and costs, as spelled out in the panel's scope of duties in Section 4117 of the Administrative Code. This requires more than simplistic salary-to-salary or health insurance - to - health insurance comparisons. Wolk rejects an Employer contention that general acceptance of wage or health benefits proposals by other City employee creates an obligation for the currently bargaining unit to conform, because, as asserted by the Employer in the present Rocky River case, "any further insurance at this time would be well above and beyond that recently agreed to by all other unions and bargaining units in the City."

An examination of the exhibits produced no clear cut vision of fully paid dental and/ optical insurance, although dental insurance was provided in a few cases. However, considering the limitations such as the extent and prevalence of deductibles, and in consideration of the recommended economic package in its entirety, it is not at all clear that so-called "fully paid" dental and/or optical insurance would be particularly advantageous. Therefore, the Employer language as

modified is recommended as Article 26 (B), assuming that the existing undisputed first paragraph, with properly adjusted dates, becomes Article 26 (A). The recommended language is as follows:

There shall be paid on behalf of each employee who is a participating member in the group hospitalization plans , the sum not to exceed \$412.00 for the year 2000, \$450.00 for the year 2001 and \$450.00 for the year 2002 for each employee in the dental plan. Any additional premium above these amounts shall be borne by the Employee.

Article 15, Educational Differential

The Employer sought language providing that all patrolmen hired after January 1, 2000 would have a new educational differential only for police science, criminal justice, law enforcement and other courses recommended by the Educational Panel and approved by the Director of Public Safety. The Employer further asserted that this change was justified by the fact that only seven of 43 union agreements for Cuyahoga County communities which were researched reward employees for education degrees or courses; and further, that the current Educational Differential provides credits for courses *not* in the police science, criminal justice and law enforcement areas.

Rocky River has been recognized as one of the most livable municipalities, especially in having one of the lowest, and perhaps the lowest, crime rate in Cuyahoga County. It is reasonable to assume that high-quality police service was a major factor in achieving a low crime rate and in maintaining such a desirable community. Considering these undisputed factors, the Employer assertion justifying a more restrictive Educational Differential is not persuasive. The fact that only seven of the 43 researched communities provide educational differentials for their patrolmen must be considered from the perspective of the overall economic

health and highly rated status of the City. Intelligent, motivated, and conscientious individuals are likely to seek to improve their general knowledge as well as the technical law enforcement skills involved in policing, and these two elements complement each other in many ways, e.g., in the ability to quickly, yet logically, think through and respond effectively and as humanely as possible to situations requiring immediate, and simultaneously incisive, well-considered action. Relatively generous educational benefits are an unquantifiedly significant factor in attracting and retaining quality personnel, whether in the public or private sector, especially in the low levels of unemployment or tight labor market of the first months of the year 2000.

The Fact-Finder respects the position of the Employer on this issue, its demonstration that the Educational Differential has in some cases amounted to as much as seven per cent (7%). Yet the actual percentage cost for the unit would be considerably less than seven, and will vary from year to year depending on an employee's use of, and gaining approval for use of, the plan. Thus, it would not be prudent to drastically change or all but eliminate a system which appears to be effective in serving the best immediate and long-range interests of the community. This recommendation is formulated with the expectation that the present method of administering the educational benefits, and determining eligibility, will not be altered unilaterally. Put another way, the system does not appear to be broken, or about to break; thus there is no reason to fix it.

Summary:

The economic issues dealt with here --- travel expenses and mileage; overtime; shift differential; educational differential; salaries, hourly rates and overtime; health benefits --- were considered as part of the whole. The result is a

worthwhile and "competitive" package in view of the West Shore comparables and the factors spelled out in the Administrative Code for guidance of Fact-Finding panels. It should provide the basis for a continuing, strengthened, and positive labor-management relationship. The parties and the advocates conducted themselves in a professional, forthcoming, and positive manner during the hearing. Such an atmosphere is appreciated.



DONALD R. BURKHOLDER
Fact-Finder

This Fact-Finding Report was forwarded to SERB and to the parties by U.S. Postal Express mail at approximately 4:00 p.m. on Monday, March 20, 2000, as agreed at the hearing.