

**STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD**

In the Fact Finding Matter of the:

**FACT FINDER'S
REPORT AND
RECOMMENDATION**

TOWN OF WESTERN

and the

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL - CIO CONCIL 66, LOCAL 1088-I**

PERB CASE NO: M2019-110

BACKGROUND

The American Federation of State, County and Municipal Employees, AFL - CIO Council 66, Local 1088 - I (hereinafter referred to as "the Union") represents five employees who work in the Town of Western (hereinafter referred to as "the Town") highway department. The Union and the Town are parties to a four-year collective bargaining agreement that started on January 1, 2016 and expired on December 31, 2019. This was previously received and made a part of the record. In order to secure a successor agreement the parties scheduled negotiation sessions that occurred on June 10, June 27, July 10 and September 9, 2019. Both sides were able to agree on certain issues but were unable to finalize a full agreement. Town Exhibits A and B. As a result, the Town and Union representatives filed a joint Declaration of Impasse on or about September 24, 2019. Shortly thereafter, Mr. William M. Conley, the Director of Conciliation for the Public Employment Relations Board (hereinafter "the PERB") appointed Edward A. Battisle as mediator. A mediation session was scheduled for and occurred on November 5, 2019. Still, and not withstanding Mr. Battisli's good efforts and some subsequent exchanges the parties were unable to reach a total tentative settlement.

By way of letter dated March 13, 2020 Mr. Kerry M. Lightcap, Esq., who represents the Union, directed a letter to Mr. Conley seeking permission to go to Fact Finding. The letter points out that the open issues relate to the payment of wages, conditions of employment and the application of supplemental benefits. A copy of same was sent to Charles W. Engelbrecht, Esq. who represents the Town. On May 17, 2020 the undersigned was appointed as a Fact Finder.

At my suggestion, Mr. Lightcap and Mr. Engelbrecht agreed to and participated in a conference call on Tuesday, June 2, 2020 to discuss the conduct of the Fact Finding. The parties agreed to address the following priority issues. They are:

1. wage increases (mostly a Union issue)
2. the deletion of compensation time (a Town issue)
3. longevity payments (a Union issue)
4. increasing the employee's contribution toward his/her health care insurance premium (a Town issue)
5. increased vacation time (a Union issue) and a
6. Reduction of sick days (a Town issue)

The parties will forward an electronic and written submission addressing the foregoing to me as well to each other post-marked Friday July 24, 2020. In turn I will issue a timely fact finding report with a recommendation for settlement.

**THE POSITION OF THE TOWN ON WAGES, CONDITIONS OF EMPLOYMENT AND CERTAIN
SUPPLEMENTAL BENEFITS**

This bargaining unit is comprised of those who exclusively work under the title of “motorized equipment operator/mechanic”. Effective on January 1, 2019 they were paid \$21.35 per hour. Under one of the Town’s comprehensive offers that rate would be increased by a very unusually high first year offer of 8% starting January 1, 2020. In each of the following three years (2021, 2022 and 2023) the bargaining unit members would enjoy annual 2% wage increases each January 1. In exchange for what is an indisputably a high first year wage increase the Town has proposed and wants four “very important” supplemental benefit concessions. It wants to totally eliminate “comp” time. Presently, those who earned time and one-half hours for overtime work could trade the pay for up to 40 hours of time off. Under the Town’s proposal the employee would not be able to use any “comp” time off but would only be eligible for the actual payment of overtime work.

The Town is not without reason for the foregoing proposal. The Town lacks sufficient full crews to complete summer road construction because workers are utilizing more time off. The problem became more acute when the Town agreed to a 10 hour/4 day summer work schedule which provides employees with more free time in the summer. If, however, “each employee takes [one] comp day off each week, then the employees are only working three days per week.” The only way to resolve this is to eliminate the 10 hour/4 day summer work schedule or to eliminate use of “comp” time off.

As the Town sees it, “comp” time was intended to apply to regularly salaried personnel who work more than 40 hours per week without extra pay or benefit. Moreover, it is possible that members of the bargaining unit could even work a second part-time job in the summer by utilizing “comp” and other paid time off absences from work. To that extent, the Town points out that it

already provides generous paid time off which includes 10 - 15 paid vacation days, 4 paid personal days, 9 paid holidays and a 4-day per week summer work schedule. In conclusion, “[t]he employer needs a working force”. Consequently, it also wants to eliminate one paid holiday (Good Friday).

At page 4 of the Town’s submission it notes that the expired collective bargaining agreement contains annual paid sick leave. Each unit member is entitled to 80 hours or the equivalent of 10 working days off due to illness. As part of its package proposal that includes a first year pay raise of 8% in 2020, the Town seeks to reduce the annual allotment of 80 hours of annual paid sick leave to 40 hours of annual paid sick leave. Notwithstanding, this paid sick leave along with the 32 hours of annual paid personal time is “well within the standard practices of any employer”. Counsel for the employer reiterates its need to have sufficient staff to complete essential public works projects. Consequently, the Town is willing to extend a significantly higher than average wage hike for this as well as a concessions on “comp” time and the employer/employee percentage contribution toward the health care insurance premium.

Like so many employers, the premium for the Town’s health care insurance is split between the employer and the employee. The Town presently contributes 80% and the bargaining unit member presently pays 20%. The employer wants to change the current 80%/20% split to a 75%/25% split as part of its comprehensive proposal that includes a significantly higher than average wage offer. In conclusion, Counsel reiterates that it, the “Town of Western has made a fair and reasonable offer for substantially increased wages, but in exchange, [for]. . . concessions that are fair and reasonable as well”.

The Town feels it is not inflexible and was willing to withdraw its proposal to eliminate one paid holiday. At that, it would agree to a 5% first year wage increase along with “comp” time, sick time and health care insurance concessions. In each of the following three years (2021, 2022, and 2023) the bargaining unit members would enjoy annual 2% wage increases each January 1. Both

of the Town's comprehensive proposals are still on the table. Town Exhibits C and D. Notwithstanding, both offers are unacceptable to the Union.

**THE POSITION OF THE UNION ON WAGES, CONDITIONS OF EMPLOYMENT AND
SUPPLEMENTAL BENEFITS**

The Union points out that the expired collective bargaining agreement provided a 20¢ (about 1%) per hour wage increase in 2016; 39¢ (about 2%) per hour wage increase in 2017; 60¢ (about 3%) per hour wage increase in 2018 and a 62¢ (about 3%) per hour wage increase in 2019. Future pay increases in various nearby AFSCME locals are set forward as follows:

<u>Local/Employer</u>	<u>Pay Increase</u>	<u>Effective</u>
Local 1088/City of Rome	2%	January 1, 2020
Local 1088D/Town of Augusta	2%	January 1, 2020
Local 1088E/Town of Kirkland	2%	January 1, 2020
Local 1088G/Town of Lee	2.36%	January 1, 2020
Local 1088H/Town of Verona	2%	January 1, 2020

At page 2 of the Union’s submission it stresses that none of the foregoing settlements include an increased employee contribution toward the health care insurance premiums. In other words, the employees’ wage increases were not reduced by further contributions to their health care insurance premiums.

A 2020 sample of other Central New York municipalities that have small public works departments is consistent with the foregoing. In the Villages of Baldwinsville and Solvay employees will receive a 2% wage hike in 2020. In the Village of Chittenango bargaining unit members will enjoy a 2.5% wage increase in 2020.

As the Union views it, the Town’s proposal of 8%, 2%, 2% and 2% wage enrichments shows that it has a strong ability to pay even though the first year increase is actually reduced because the worker would be required to absorb an additional 5% toward his/her health insurance premium. In support of this, the Union submits that it is too presumptive to think a 5% increase would be

agreeable and does not change the fact that there is sufficient funds to accommodate higher salaries. Accordingly, and without further modification Counsel for the Union requests the undersigned to recommend a 65¢ (3% in the first year) annual wage increase in each of a four-year collective bargaining agreement.

At the bottom of page 2 of the Union's submission, it addresses and responds to the Town's proposal to have the members of the bargaining unit to pay an additional 5% toward their health care insurance premiums. Thus, changing the employee contribution from 20% to 25%. Inasmuch as the employee currently pays a percentage of the premium and not a specified dollar amount, the employee automatically inherits a portion of an increased premium.

From 2019 to 2020 the monthly premium for single coverage increased by \$49.14 when it went up from \$856.10 to \$905.24 per month. Consequently, the unit member's monthly/yearly contribution increased by \$10/\$120. From 2019 to 2020 the monthly premium for single with spouse coverage increased by \$98.27 when it went from \$1,712.20 to \$1,810.47. Consequently, the unit member's monthly/yearly contribution increased by about \$20/\$240. From 2019 to 2020 the monthly premium for single with children coverage increased by \$83.54 when it went from \$1,455.37 to \$1,538.91 per month. Consequently, the unit member's monthly/yearly contribution increased by about \$17/\$200. From 2019 to 2020 the monthly premium for family coverage increased by \$140.04 when it increased from \$2,49.89 to \$2,579.93 per month. Consequently, the unit member's monthly/yearly contribution increased by about \$28/\$336. The Union stresses that all of the foregoing increases were automatic and not the actual result of collective negotiations. According to the 2019 Employer Health Benefit Survey "the average family premium has increased by 54% and since 2009 and 22% since 2014".

The steady insurance premium increases are not likely to stall anytime soon, because the COVID-19 pandemic will generate "enormous testing and treatment costs". That translates into

“uncontrolled” premium expenditures for households that are “already stretched thin”. The Town with its “deeper pockets” never argued that it must impose a 5% premium hike on its staff in order to stay viable.

At the bottom of page 3 the Union maintains that the current 20% health care insurance contributions are “staggering” and that an additional 5% payment would only compound the unit member’s financial difficulties. The total annual family plan premium of \$30,959.16 requires workers to annually pay \$6,191.83. If the Town’s proposal were implemented, the worker would pay an “astounding” \$7,739.79 annually toward his or her annual premium. An increase of \$1,547.96 each year. As the Union sees it, that would equate to a 3.5% general salary increase. Thereafter, the increased insurance premiums would only result in more employee financial hardship. In conclusion, the Union stresses that under the existing significant cost-sharing arrangement no further burden should be placed upon the bargaining unit member(s).

Turning to the issue of vacation time, Counsel claims the vacation schedule is “wholly inadequate”. It currently provides as follows:

After 1 year	40 hours
After 3 years	80 hours
After 10 years	120 hours

This schedule is “wholly inadequate” because it tops out at only 120 hours (3 weeks) at 10 years and allows no further accumulation for additional service to the Town.

A study by the National Center of Biotechnology Information actually linked heart disease in men who did not take vacation time compared to those who took lengthy time off each year. Not only is a vacation a stress reliever but published research finds that a person’s immune system may be altered. In turn, the individual is more prone to infection, colds, flu and even an irritable bowel syndrome. Citing “Overwhelmed: Work, Love, and Play When No One Has the Time” by Brigid Shulte, those who do not take time away from work are sicker, stressed, more anxious and

depressed. In other words, less productive workers. At Article V subsection 1 [a], it is noteworthy that bargaining unit members may not use vacation time from December 1 to April 30 in order to accommodate their snow plowing responsibility. In summation, after five months “these employees need to be refreshed and reinvigorated”.

Starting at page 5 of the submission and continuing through most of page 6, Counsel has set forward the vacation schedules of five AFSME local highway departments (Towns of Augusta, Lee, Verona, Kirkland and City of Rome). While the Fact Finder has chosen not to repeat all of the vacation schedules herein, they are all clearly more beneficial to the members of their respective locals. A randomly selected schedule for example, (Town of Verona) depicts the following:

1 year	10 work days
2 years	11 work days
3 to 4 years	15 work days
5 to 9 years	1 additional day per year
10 to 20 years	20 work days
21 to 25 years	1 additional day per year

A review of all the cited municipal vacation schedules shows that employees enjoy a faster rate of accumulating vacation and a total higher rate of earned vacation for additional years of service. Consequently, the instant Union has proposed a modified vacation schedule as follows:

After 1 year	30 hours
After 2 years	100 hours
After 15 years	120 hours
After 20 years	160 hours

In conclusion, the Union wants a “modest increase to the hourly wage schedule , an overdue adjustment in the vacation schedule and a conservative introductory longevity service pay schedule”. Counsel believes the Town’s concessionary proposals on health care insurance premiums, compensatory and sick time are meritless and only worthy of dismissal. Accordingly, the bargaining agent wants this Fact Finder to recommend the measured package offer it has advanced.

The Union contends that the Town may argue that inasmuch as employees may convert up to forty hours of “comp” time to off, there is no need to increased vacation time. Not surprisingly, the Union does not see it that way and points out that the Town wants to eliminate the workers’ ability to exchange pay for time off. In the absence of any improvement in the vacation schedule, the Union is “steadfast” against any proposal that would curtail the exchange of pay for time off. The “comp” time trade actually saves the Town money, is capped at forty hours and like any other option, some would prefer to be paid rather than take time away from work.

In response to an expected argument to the contrary, Counsel notes that the ability to take time off in exchange for pay is a common contractual provision. Moreover, and pursuant to a Memorandum of Agreement the Town can move forward and fill a vacancy which will create a fifth machine operator/mechanic. Consequently, the Highway Superintendent will have more flexibility in accommodating time off. If, however, this is still a problem then the Town should at least consider hiring more staff or provide the Superintendent with some training on scheduling. As a “bottom line” there is no “pressing need” to reduce the worker’s need to exchange pay for “comp” time away from the job.

Under the terms provided at Article VI subsection 1 [c] employees are given 80 hours (10 sick days) of sick leave at the beginning of each year. By comparison, the standard AFSCME contract normally provides one sick day for one month of service or twelve sick days each year. The Highway Department workers are particularly subject to illness because they are exposed to the elements, on the job work hazards and needed time for family sickness. Consequently, they are protected from a loss of income in these instances as well as a loss of income when they may be absent from work for unanticipated medical visits, surgeries or rehabilitation. Absent sick leave and sick leave accumulation, staff would surely suffer a loss in pay should they unfortunately suffer illness or injury. Suffice to say, the Union urges the Fact Finder to avoid diminishing this all important benefit.

Beginning at the middle of page 8, of the Union's submission, it condemns the fact that instant local members do not enjoy any longevity payments whatsoever. It argues that recent PERB Fact Finders are generally increasing the payments for same. All of the cited fact findings are not repeated herein. One fact finding example that was picked at random (PERB Case No. M2017-126) shows Fact Finder Lindin examined a proposal to increase the existing longevity which currently provides:

10 year longevity	\$1,750	per year
12 year longevity	\$2,800	per year
15 year longevity	\$3,750	per year
18 year longevity	\$4,500	per year

As the Union views it, longevity is a critical term of employment which financially rewards seasoned staff who have through years of experience acquired more knowledge and job skills compared to junior less experienced workers. This financial acknowledgment serves to keep employees and reduce the turnover rate which generates new costs in hiring and training new personnel. Some might even perceive it as an appropriate cost of living adjustment.

Counsel believes that the Town's outright rejection of the proposal to incorporate longevity into the agreement is shortsighted and an affront to senior staff. Significantly, it precludes a modest payment method that is often used to compensate public workers. In light of its rationale, the Union requests the Fact Finder to recommend a modest longevity payment schedule as follows:

\$.25	per hour	after 5 years
\$.40	per hour	after 10 years
\$.55	per hour	after 15 years
\$.70	per hour	after 20 years
\$.85	per hour	after 25 years

Upon information and belief there is one employee in his first year, one employee in his third year, one employee in his eleventh year and two employees in their twenty-first year of

employment. Ergo, this proposal has minimal financial cost but yet represents a well earned/deserved reward.

At the middle of page 10 the Union concludes by quoting a statement by Fact Finder Peek in PERB Case No. M2016-175. In sum and substance, the Fact Finder notes that the public is best served by well paid and well trained staff. “In order for that to happen”, Mr. Peek provides, “the [municipality] must maintain a highly trained constabulary which fosters a positive morale among its employees”. Counsel argues and feels that applies to the case at hand where bargaining unit members must insure a safe environment for the community.

COMMENT, FINDINGS AND RECOMMENDATIONS

At its core, Town officials are charged with the responsibility to provide the best reliable service to taxpayers. Association representatives are charged with the responsibility to secure and provide the best possible terms and conditions of employment along with good wages and supplemental benefits. In the end, the parties must make reasonable concessions in order to serve tax payers and workers. It's a matter of achieving a balance.

The Taylor Law does not set forward what consideration a Fact Finder should rely upon in making his/her analysis and recommendations. The Taylor Law does, however, provide at §209, resolution of disputes in the course of collective negotiations. 4. (c) (V) what a public interest arbitration panel should, in addition to an other relevant factors, consider in making its just and reasonable determination of the matters in dispute. They are:

- a. comparison of the wages, hours and conditions of employment of the employees Involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;
- b. the interests and welfare of the public and the financial ability of the public employer to pay;
- c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training skills;
- d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

Additionally, the undersigned believes that the party proposing a change must, to any reasonable mind that is accessible to persuasion, show that the modification is warranted. Surely, the opposing party who opposes the change will argue that the change is unwarranted. It is not my duty to necessarily prove who is right and who is wrong. After all, both sides will normally present good competing facts and rationale in support of their competing objections. My objective is to

fairly deliberate the competing facts and rationale and decide what in my judgment is a fair compromise, if any, in order to resolve a negotiating impasse. It serves no practical purpose to issue a recommendation that will knowingly be rejected by one or perhaps both sides. In other words, I find no personal/professional satisfaction issuing a report that I know will not resolve a negotiating impasse.

Generally speaking, the Town would certainly financially benefit by contributing a lesser percentage toward the escalating cost of health care insurance. The employee would, however, financially absorb a larger percentage debt toward the ever increasing cost. On the other hand, if the Town provided a larger than average wage increase (8%) it would also absorb higher costs for vacation leave, personal leave, holiday compensation, overtime pay and pension expenditures. The employee, however, would be the beneficiary of the foregoing. Suffice to say, the Fact Finder must clearly take into consideration the facts in this matter as well as and perhaps more importantly, the parties significant, yet divergent priorities in order to produce a document that is potentially worthy of mutual acceptance.

The annual total insurance premium for family coverage is \$30, 959. If, as proposed by the Town, the employee contributes an additional 5% the Town will save \$1,548, while the worker will pay an additional \$1,548 each year. It appears that the Town would be willing to agree to an 8% wage increase if the Union agreed to this as well as curtailments on “comp” time, sick leave and the elimination of one paid holiday. The proposed 2020 8% wage is about 6% above the average 2020 increases in other AFSME locals as set forward on page 2 of the Union submission.

The annual base salary for a machine operator/mechanic in 2020 is \$44,408 ($\21.35 per hour x 2080 hours a year = \$44,408). Consequently, simple arithmetic shows that the employer would absorb an additional \$2,664 (6%) above the average settlement of 2% ($6\% \times \$44,408 = \$2,664$). Subtracting out the insurance premium saving of \$1,548 produces a net additional annual

wage cost of \$1,116. Accordingly, the employee would benefit by that amount in 2020 and thereafter.

I have not lost sight of nor forgotten that the employer's comprehensive package proposal does not only consider the foregoing but also seeks to roll back time off task. This analysis was only done to look at the net effect of the costly issues pertaining to wages and health care insurance that are often at the economic center of collective negotiations. In years to come, the Town would save more money because the employee is paying more toward an increasing/higher insurance rate. In years to come, the employee would receive a higher salary because he/she is receiving wage increases on a higher salary.

I am not in denial. Rather, I fully understand how vitally important and expensive it is to provide meaningful health care insurance. The Town of Western, like so many other public and private sector employers are trying to control the escalating cost of this expenditure. Municipalities are seeing to shift cost sharing arrangements, reduce benefits, raise deductibles or change insurance carriers. I cannot fault the Town in attempting to save tax payer money.

Notwithstanding its more than generous wage offer, this Fact Finder would be more influenced by certain facts. I would be drawn to data showing that other workers in the area are making a higher contribution toward their insurance premiums. In the absence of any proof to that end or a mutual voluntary agreement to exchange more pay for a higher insurance contribution, I am respectfully unwilling to recommend a heavier financial burden on the Town of Western machine operators/mechanics in comparison to others. Instead, I will recommend a settlement calling for a lesser wage increase that is consistent with other area salary settlements.

Under the terms of the expired collective bargaining agreement a machine operator/mechanic earns \$21.35 per hour. Based upon the evidence, that rate applies to personnel who just started as well as those who have served the Town for over twenty years. The Town's

submission shows that it does not dispute the claim that public employers provide compensation based upon experience but rather that the Town has made generous wage offers and provides excellent supplemental benefits.

Council for the Union has demonstrated at pages 8 through 9 of its submission that it is common for public employers to financially reward workers based upon their length of service through current longevity payments and increases in current longevity payments. I have considered the Union's proposal at the top of page 10 of its submission and the Town's general opposition. On balance, I am persuaded that longevity payments are warranted and will set forward a modest annual payment recommendation that is part of a comprehensive package proposal.

I understand the parties arrangements about "comp" time off. The Town maintains that it lacks sufficient personnel in the summer to complete road construction. This is especially true since the forty hour summer work schedule was changed from eight hours in five days to ten hours in four days. When an employee is absent in the summer he is out for ten hours instead of eight.

The Union does not argue that this might be a genuine problem. Instead, it maintains that for health reasons employees must be given time off the job in order to relax and that "comp" time is also provided in other agreements. It adds, that the Town's highway department may have been understaffed but that a recently executed separate Memorandum of Agreement allowed the Town to move forward and hire a fifth employee. Accordingly, the Highway Superintendent has more scheduling flexibility

On balance, I am satisfied the Town has established that by eliminating "comp" time off it will be in a better position to complete the tasks at hand. I certainly realize that the bargaining unit is being asked to concede a certain benefit that was previously negotiated in good faith. It is important to note, however, that pursuant to the Fair Labor and Standards Act, personnel must be paid at the rate of time and a half for work in excess of forty hours per week. I am persuaded that

by eliminating “comp” time off the employer will be in a better position to complete road construction and other projects. Consequently I will set forward a recommendation to that end as part of a comprehensive package proposal.

Counsel for the Town argues at page 3 of its submission that even if the Union agrees to proposed concessions on leave, employees will still enjoy a generous amount of paid time off. The benefits provide 10 -15 paid vacation days, 4 paid personal days, 5 paid sick days, 9 paid holidays and a 4 day summer work schedule which gives workers 3 days off each week. Consequently, the employer is steadfastly opposed to any further paid vacation time.

Like its analysis on longevity, Counsel for the Union has chosen to compare the instant vacation schedule to other area vacation schedules. At page 5 and 6 of its submission the Union has set forward the contractual schedules of five AFSCME locals. The schedules are clearly more favorable to members in other local bargaining units and go up to and even beyond twenty paid vacation days except for the town of Lee. It would be irresponsible for the undersigned to ignore the comparison. Consequently, I will set forward a recommendation for a modest improvement in the vacation schedule that will be part of a comprehensive package proposal.

In regard to curtailing sick leave, it is important to note and it must not be overlooked that my recommendation will include a proposal favorable to the Town on curtailing “comp”time off. Moreover, the Town has hired an additional machine operator/mechanic. Both will undoubtedly be helpful in providing sufficient staff to complete the tasks at hand. Stated yet another way, there is no evidence to show that Town personnel receive any more sick time than other workers in other nearby municipalities.

At Article VI Sick Leave subsection 2 Accumulation an employee with twenty accumulated sick days may sell up to twelve days back for a total cash payment up to \$600. While no data was provided about this option, it is safe to say it discourages absence from work. Based upon my

reasoning on this issue and the pandemic, I am not persuaded to recommend a risky move that would diminish the annual eighty hours of allotted paid sick leave. Consequently, I will set forward a recommendation to retain status quo as part of a comprehensive package recommendation.

I considered the Union's rational and comparisons on both vacation time and longevity compensation. In keeping with the comparisons, it's clear that just about all AFSCME locals in the other towns and villages have agreed to a 2% wage increase in 2020. These settlements are well below what the Town has offered but do not contain a shift in the employer/employee contribution toward health care insurance or a curtailment in sick leave. Consequently, I will set forward a wage proposal consistent with other area wage settlements as part of a comprehensive package recommendation.

The Fact Finder's comprehensive package recommendation for closure of this impasse is as follows:

Wages

A 2% wage increase each January 1 in 2020, 2021, 2022 and 2023

Longevity Payments

Commence longevity payments effective January 1, 2020 by providing \$800 each year after 10 years of service and \$1,000 each year after 20 years of service. (Please note that the yearly longevity payment does not compound. For example, a bargaining unit member who has completed 20 years of service receives a total payment of \$1,000 each year not \$1,800 each year).

"Health Care Insurance Premiums

No change in the employer/employee percentage (80%/20%) contribution.

Comp " Time Off

Eliminate the option of using "comp" time off commencing on January 1, 2021.

Vacation Time

Increase vacation time allotment commencing on January 1, 2021 by adding after 20 years 160 hours.

Sick Leave Time

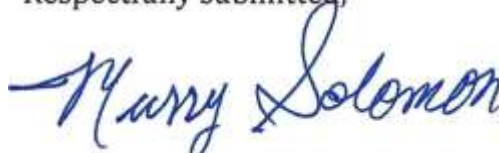
No change in the provision for 80 hours of annual sick leave.

CONCLUSION

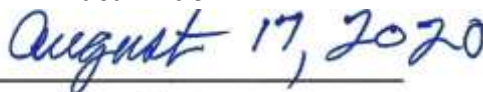
Section 209 Resolution of disputes in the course of collective negotiations of the Taylor Law addresses the fact-finding process. Three (c) provides that the fact finder shall transmit his/her finding of fact and recommendations for resolution of the negotiations dispute to the Chief

Executive Officer of the government involved and the employee organization involved. In keeping with that obligation, and in an effort to “inspire a settlement”, the undersigned does herewith respectfully submit his findings of fact and recommendations for a negotiated settlement. If, as the Taylor Law provides, I can offer further assistance to that desired end, I remain committed to your service.

Respectfully submitted,

A handwritten signature in blue ink that reads "Murry F. Solomon". The signature is written in a cursive style with a large initial 'M'.

Murry F. Solomon
Fact Finder

A handwritten date in blue ink that reads "August 17, 2020". The date is written in a cursive style.

Date