STATE OF OHIO

State Employment Relations Board

IN THE MATTER OF:

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

"Employee Organization"

and

CITY OF MENTOR

"Employer"

CASE NO. 96-MED-01-0047

CONCILIATOR:
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REPORT AND AWARD OF CONCILIATOR

APPEARANCES:

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DATE OF REPORT: JUNE 6, 1997

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I. INTRODUCTION

These matters come before the Conciliator as a result of a referral on April 9, 1997 by the State Employment Relations Board ("SERB") pertaining to conciliation protocol between the Ohio Patrolmen's Benevolent Association (hereinafter referred to as "OPBA" or "Association") and the City of Mentor (hereinafter referred to as "City"). By agreement of the parties, a conciliation hearing for the submission of issues and the presentation of the parties' respective positions was held on May 19, 1997, the hearing being held at the Mentor City Hall.

The Conciliator has taken into consideration the statutory guidelines enunciated in Revised Code §§4117.14(G)(7)(a) through (f), and SERB Regulations 4117-9-06(H)(1) through (6). In addition, the Conciliator has reviewed and taken into consideration the Report and Recommendations dated March 17, 1997 submitted by Fact-Finder James M. Mancini. (See Revised Code §4117.14(G)(6).) Revised Code §4117.14(G)(7) provides: "After hearing, the conciliator shall resolve the dispute between the parties by selecting, on an issue-by-issue basis, from between each of the parties' final settlement offers, ..." The Conciliator thus emphasizes that he is not at liberty to fashion his own remedy or his perception of what constitutes an equitable public sector settlement, but, rather, he is required to accept or reject each of the parties' final offers, on an issue-by-issue basis, taking into consideration the statutory and administrative rule guidelines as referenced hereinabove.

In addition to the representatives identified on the face sheet of this Report, the following were in attendance and/or testifying:

On Behalf of OPBA:

Robin Doran, Member, OPBA Negotiating Committee

On Behalf of the City:

Richard A. Amiott, Chief of Police
Diane L. Fahey, Director of Personnel
Daniel R. Graybill, Assistant City Manager

The Conciliator has received from the parties a substantial number of exhibits and documents which have been taken into consideration in reaching the awards set forth herein. Included among those exhibits were the following:

1. Collective Bargaining Agreement between the City of Mentor and the Ohio Patrolmen's Benevolent Association (Communications Technicians and Corrections Officers) for the period April 5, 1993 to April 7, 1996, this being the parties' most recent collective bargaining agreement.

2. Collective Bargaining Agreement between the City of Mentor and International Association of Firefighters, Local 1845, for the period April 8, 1996 to April 11, 1999.

3. Collective Bargaining Agreement between the City of Mentor and the Ohio Patrolmen's Benevolent Association (Police Officers) for the period April 8, 1996 to April 11, 1999.

4. Collective Bargaining Agreement between the City of Mentor and Municipal County and State Employees, Union Local 1099, for the period April 8, 1996 to April 4, 1999.

II. BACKGROUND

The City of Mentor is a municipal corporation with a population of approximately 50,000 situated in Lake County (located west of the City of Painesville, the county seat and east of the City of Willoughby). It contains 28 square miles, consisting of a combination of residential, commercial/retail and light industry. The OPBA Bargaining Unit consists of 15 members, 11 of whom are designated as "communications technicians" (sometimes referred to as "dispatchers") and 4 corrections officers. As previously mentioned, the parties have operated

under their most recent Collective Bargaining Agreement which was for the period April 5, 1993 to April 7, 1996.

It was also indicated that, during the term of the last contract, the Collective Bargaining Unit included a communications supervisor and a corrections supervisor but that, in 1995, by agreement between the City and OPBA, those supervisors were allowed to leave the Bargaining Unit and, thus, they are not referred to nor included within the scope of this Report. Those two supervisors, plus a police records clerk and a police secretary, are non-Union employees, whose compensation are set by the General Pay Ordinance (Union Exhibit "1"), which Ordinance establishes various grades and rates of compensation. Within Grades 1 through 25, there are also 12 levels. The Personnel Director testified that the level increases are based on longevity and merit, are discretionary and not automatic. For Grades 26 through 36, the City provides for only Level 1 and Level 12. The reasons for the absence of intermediate levels in those senior grades was not indicated during the hearing nor are they particularly germane to the issues in this case.

III. ISSUES IN DISPUTE AND AWARD

ARTICLE V - GRIEVANCE PROCEDURE

The Association had proposed inclusion of language in the Collective Bargaining Agreement which would allow OPBA to file what is referred to as "class action" grievances. The Fact-Finder recommended such inclusion and the City has not opposed such format. This "class action" language is presently included in the police officers' Contract. Accordingly, the Conciliator recommends that an additional paragraph be added at the beginning of Section 5.3 to read as follows:

"Any employee covered by this Agreement shall have the right to initiate a grievance Any duly elected Union representative may initiate a grievance on behalf of the membership as a whole when the entire bargaining unit is involved. Grievances filed by a duly elected Union representative shall be termed a class action grievance. Class action grievances filed by a duly elected Union representative shall follow the same guidelines and procedures as individual grievances."

ARTICLE V - GRIEVANCE PROCEDURE (ARBITRATION PANEL)

In the parties' present Contract, under Section 5.3, Step 4 (Arbitration Procedure), Subsection (g), a permanent panel of arbitrators was designated to be used for any matters for which arbitration is pursued. The police officers' Agreement, Section 7.7, contains a substantially similar permanent panel of arbitrators with one arbitrator named in that Agreement and in the instant Agreement. To establish a certain uniformity, the parties have agreed that the permanent arbitration panel as set forth in the police officers' Agreement should likewise be included in this Agreement. This is as recommended by the Fact-Finder. Accordingly, the Conciliator recommends that Step 4, Subsection (g), be amended to read as follows:

"There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: (1) Dennis Byrne; (2) Nicholas Duda; (3) James Mancini; (4) Roland Strasshofer, Jr.; and (5) Alan Wolk."

Parenthetically, this Conciliator has the highest regard and respect for Arbitrator James Mancini. His credentials and reputation as an arbitrator are well-known and highly regarded. However, this Conciliator would be remiss if he did not make the observation that Mr. Mancini was previously designated as one of the five permanent arbitrators in the police officers' Contract. He then accepted appointment as the SERB Fact-Finder in the instant case, and recommended a permanent panel of arbitrators including his own name to replace the panel

named in the 1993-96 Contract, which did not include his name. Conceivably, this arbitrator may end up arbitrating a matter over which he was the Fact-Finder. The Conciliator presumes that the parties were cognizant of this potentiality and willing to accept that designation and process.

ARTICLE VIII - PERSONNEL FILES

The issue as to this article dealt with a City proposal dealing with a notification procedure when inquiries were made regarding a personnel file. The Fact-Finder recommended inclusion of the proposal, and, at the conciliation hearing, the parties were in accord with the recommendation. Accordingly, the Conciliator recommends that present Section 8.1, Subsection (b), be deleted and, in lieu thereof, the following be inserted:

> "Any inquiries in the personnel files by anyone other than the City Manager, Personnel Director, Department Head or their designees requires notification to the employee. Written notification to the employee of the source of the inquiry and the reason of inquiry, if known, shall be made as soon as practicable."

ARTICLE X - RATES OF PAY

As is most common, this issue was the most contentious between the parties. The OPBA's final proposal was to accept the Fact-Finder's Recommendation, consisting of the following: (1) Retroactive to April 1996, the top wage rate for the dispatchers would be increased by 5% undertaken by adding an additional Step 6 to the wage schedule. (2) An across the board increase of 4.5% in the second and third years of the Agreement, effective on March 31, 1997 and March 30, 1998. As to the correction officers, the Fact-Finder recommended an across the board increase of 3.5% retroactive to April 8, 1996, with additional 3.5% increases in the second and third years of the Agreement.

The City's proposal was that, as to the dispatchers, in the first year of the Contract, retroactive to April 15, 1996, the top wage rate for the dispatchers would be increased by 5%, undertaken by adding an additional Step 6 to the wage schedule. The City further proposed across the board increases of 3.5% in the second and third years of the Agreement, such increases becoming effective March 31, 1997 and March 30, 1998. As regards the correction officers, the City accepted the Fact-Finder's recommendation of an across the board 3.5% wage increase for each of the three years, however, the City proposed that the first year's wage increase be made retroactive to April 15, 1996 rather than April 8, 1996 on the basis that April 15, 1996 was the first payroll period arising after the conclusion of the present Contract.

As to the first year of the Contract, the parties are in essential agreement to increase the dispatchers' compensation and that the top wage rate be increased by 5%, undertaken by the addition of an additional Step 6 to the wage schedule. The differences between the parties pertain to the second and third years of the Contract. The Association has contended, for comparability purposes, that reference must be made to the police records clerk classification which is referred to as "Office Assistant III" and to the Police Department's secretary position. Under the City's non-Union salary classifications, the records clerk (Office Assistant III) is given a Grade 18, and the secretary is likewise given a Grade 18. Also, comparability was suggested regarding the position of accounting assistant, likewise having Grade 18. Union Exhibit "1" sets forth the 1996 Mentor pay scale for non-Union employees, and the compensation for a person at Grade 18, Level 12 is $33,883. Even with the 5% wage increase, the Mentor dispatchers' top wage rate would increase to approximately $28,532. Thus, OPBA suggests that there is a $5,000 differential and, considering the job descriptions, nature of the work, stress and other factors, dispatchers should be paid approximately the same amount being paid to those in Grade 18. The Union provided testimony and a comparison description

(Union Exhibit "3"), contending that the dispatchers assume additional duties and responsibilities not applicable to Office Assistant III or to the police secretary which are more involved and thus deserving of the higher rate of compensation.

The City had contended that, for comparability purposes, one should look at the compensation being paid to police dispatchers situated in other communities in the general Lake County area. For example, the City of Willoughby, which has the highest compensation for dispatchers in Lake County, is $32,802; the City of Painesville is $27,316; the City of Wickliffe is $27,706; the City of Eastlake is $27,705; and the City of Euclid is $25,455. The City of Euclid, although located in Cuyahoga County, borders on Cuyahoga and Lake Counties and is a community having approximately the same population as the City of Mentor.

In recommending the 5% retroactive wage increase for the first year of the Contract, the Fact-Finder stated that: "Thus, the Mentor dispatchers' top wage rate would become the second highest in the region." (Report, p. 9)

Although the Conciliator appreciates the Association's position and analysis, the Conciliator cannot fully accept those arguments. First, for very understandable reasons, the classification grades are made applicable only to non-Union employees, and there is no suggestion that, in lieu of the collective bargaining process, the dispatchers should revert to a general schedule format. Secondly, even if the job descriptions between non-Union police personnel and dispatchers have similarities or even if the dispatchers' duties may arguably be greater, there may well be an underlying *quid pro quo*, in that there may be certain benefits and rights applicable to Union employees which may not be applicable to non-Union employees. For example, the non-Union employees are not under civil service, are at-will employees and subject to all the potential consequences flowing therefrom. Collective Bargaining Unit employees are

granted certain protections and procedures under the terms of the Collective Bargaining Agreement which are not necessarily afforded to the non-Union employees.

Additionally, the dispatchers receive a uniform allowance, a maximum of $300 per year, plus an annual uniform maintenance allowance of $150 in the first year of the Contract, which increased to $200 in the second year and $250 in the third year. (Article XXI, Sections 21.1 and 21.2) Such uniform allowances might not be applicable to non-Union employees who would be wearing civilian clothes rather than uniforms.

The Conciliator is in no way seeking to disparage nor minimize the work, energy and/or dedication by the dispatchers nor their inherent functions and importance to the efficient and orderly operation of the Police Department. In today's modern age of technology, effective communications is virtually the heart of police operations, but it does not necessarily nor automatically follow that dispatchers' rate of compensation must be identical or substantially similar to that paid to non-Union employees.

The Conciliator also notes that the recent Collective Bargaining Agreement for police officers provided for across the board 3.5% wage increases for each of the three years of the Contract, as did the Collective Bargaining Agreement for Local 1099 employees, which essentially covered full-time employees in the Departments of Public Works, Parks, Recreation and Public Lands. It was also noted that the firefighters' Collective Bargaining Agreement provided for a 3.5% across the board wage increase for 1996 and 1997. For 1998, the Agreement provided for a 3% wage increase, however, it was indicated that the hours to be worked were adjusted. It was also indicated that for 1997, a 3.5% wage increase was granted to non-Union employees of the City.

The Fact-Finder recommended a 4.5% wage increase for the second and third years of the Contract and stated: "Although the recommended wage increases are somewhat less

than the substantial increases sought by the Union herein, they would at least serve as a start to bring the dispatchers' wages more into line with those paid to police clerks and secretaries." (Report, p. 10) The Conciliator, for some of the reasons previously set forth herein, reluctantly cannot concur with the Fact-Finder's ultimate conclusion that there must be equal or substantially equal parity among police clerks, secretaries and dispatchers.

Significantly, the Fact-Finder also noted that, as to the correction officers' compensation, he was recommending an across the board increase of 3.5% for each of the three years of the Contract. The Fact-Finder stated: "With respect to the correction officers' wages, this Fact-Finder notes that there was insufficient basis established for increasing their wages to the same extent as that recommended for the dispatchers." (Report, p. 10) The Conciliator notes that the top wage for correction officers in the last year of the present contract was $28,175.16, and that with a wage increase retroactive to April 1996 would bring their compensation to approximately $29,161. For 1996, under the present police officer Contract, the top wage police officer would receive annual compensation of $44,226. Thus, arguably, there is a disparity of approximately $15,000 between compensation paid to police officers and that paid to correction officers. The Conciliator is not suggesting that those two positions are necessarily comparable but, certainly, there are some overlapping or interrelated duties and responsibilities applicable to both positions.

The Conciliator might be more comfortable if he had composed his own proposal and recommendation, however, as previously noted, such would clearly be beyond the Conciliator's authority and contradictory to the express statutory and regulatory mandates by SERB and the General Assembly. The Conciliator's ultimate decision has not been an easy task but, having considered all of the contentions of the parties, and the evidence, the Conciliator recommends and adopts the City's position. Accordingly, the Conciliator recommends that, for

the first year of the Contract, the top wage rate for communications technicians be increased by 5%, undertaken by creating an additional Step 6 to the wage schedule, and that such wage rate be retroactive to and effective as of April 15, 1996. The Conciliator further recommends that an across the board wage increase of 3.5% be granted for the second year of the Contract, retroactive to and effective as of March 31, 1997. The Conciliator further recommends that an across the board 3.5% wage increase be granted for the third year of the Contract, effective March 30, 1998.

As to correction officers, the Conciliator recommends an across the board increase of 3.5%, retroactive to and effective as of April 15, 1996. Further, the Conciliator recommends an across the board wage increase of 3.5% for the second and the third years of the Agreement.

ARTICLE XI - HOURS OF WORK AND OVERTIME

The issue as pertains to this article deals with an increase in the amount of compensatory time which an employee would be allowed to accumulate. The Fact-Finder had recommended an increase to a maximum of 80 hours, and the Conciliator finds that the parties are in accord. Accordingly, the Conciliator recommends that the first sentence set forth in Section 11.6 be amended to read as follows:

> "Employees who have earned overtime at either time and one-half (1-1/2) the regular base hourly rate of pay or at the regular base hourly rate of pay may credit such overtime to compensatory time off up to a maximum of 80 hours in the first year of this Contract, up to a maximum of 80 hours in the second year of this Contract and up to a maximum of 80 hours in the third year of this Contract."

ARTICLE XIII - SICK LEAVE

The issue as to this article deals with an adjustment in the sick leave cashout provision. The Fact-Finder recommended, and the parties were in agreement at the time of the

hearing, that the maximum cashout could be increased to 210 days. Accordingly, the Conciliator recommends that Section 13.8 of the Agreement be amended to provide that employees shall receive one-third (1/3) of 210 unused sick leave days not to exceed a maximum of 70 days of payout.

ARTICLE XIV - HOLIDAYS

The issue involved in this article deals with the addition of certain holidays as being eligible for overtime pay. The Fact-Finder recommended the City's proposal which the Conciliator finds was accepted by the parties. The Fact-Finder did not set forth the specific contract language change, although it is noted that the basic proposal regarding proposed holiday language overtime pay would be consistent with that applicable to the police officers' Agreement. Accordingly, the Conciliator recommends that Section 14.2, Subsection (d), be amended by deleting the first sentence therein and substituting in lieu thereof the following:

> "Time and one-half pay shall be paid to employees for hours actually worked on a shift for which the majority of hours falls on Thanksgiving Day, Christmas Day, Memorial Day, or the Fourth of July."

ARTICLE XV - VACATION LEAVE

The issue as to this article dealt with an increase in the vacation leave benefit. The Fact-Finder recommended that the current contract language be retained. During the course of the hearing, the Conciliator finds that the parties have agreed to accept the Fact-Finder's recommendation and, accordingly, the Conciliator recommends that the current contract language pertaining to Article XV be retained with no changes.

ARTICLE XVI - DISABILITY PAY

The issue in this article dealt with the question of the extension of the length of disability leave for correction officers. The Fact-Finder recommended that the current contract language be retained. During conciliation, the parties agreed to accept such recommendation. Accordingly, the Conciliator recommends that the current contract language set forth in Article XVI be retained with no change.

ARTICLE XX - EMPLOYEE GROUP INSURANCE

The issue in this article was a proposal to increase the present level of life insurance benefit from $20,000 to $40,000. The Fact-Finder had recommended that the present life insurance benefit level of $20,000 be retained. The Conciliator further finds that during the hearing the parties had accepted that recommendation. Accordingly, the Conciliator recommends that current contract language be retained with no changes.

ARTICLE XXI - UNIFORM ALLOWANCE

Under Section 21.2, in the last year of the present Agreement, Bargaining Unit members are granted an annual uniform maintenance allowance of $250. The Fact-Finder recommended increasing that allowance to $300, effective on the date of the execution of the new Agreement. The Fact-Finder did not recommend any increases over that amount for the second or third years of the Contract. The Conciliator finds that, during the course of the hearing, the parties accepted the Fact-Finder's recommendation. Accordingly, the Conciliator recommends that Section 21.1 pertaining to the annual uniform allowance be retained with no change and that Section 21.2 pertaining to annual uniform maintenance allowance be amended to read as follows:

"An annual uniform maintenance allowance of $300 shall be paid to employees, in cash, on the date of the execution of this Agreement, which payment shall be deemed to be payment for the first year of this Contract. Effective in the second year of this Contract, the uniform maintenance allowance shall be $300, and effective in the third year, the uniform maintenance allowance shall be $300."

ARTICLE XXII - DISCIPLINE

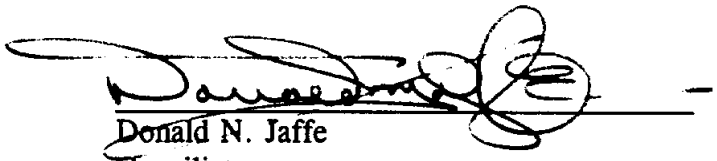
As to this article, the OPBA proposed adding a provision to the disciplinary procedure, allowing for appeal of the City Manager's decision to arbitration in any matter in which a Bargaining Unit employee was dismissed, demoted or suspended for more than 3 days. The present contract provides for a hearing process ultimately concluding with the City Manager with no appeal therefrom. OBPA contends that an appeal process is permitted under the police officers' Contract and that the instant Bargaining Unit members should have equal process. The City had essentially contended the present contract language should be retained because there have not been any actual problems arising under the current article, and, in effect, "if it isn't broken, why fix it." Although the disciplinary procedures applicable to the police officers need not be identical to that applicable to the instant Bargaining Unit, the Conciliator concurs with the Fact-Finder's view that "there appears to be no justification for continuing to deny dispatchers and correction officers the right to appeal certain disciplinary matters to arbitration." (Report, p. 17) Whether or not there have been any instances actually calling into play implementation of Article XXII does not lessen the argument for and justification in support of the right to appeal the City Manager's decision to arbitration. The City's position somewhat begs the question. The appeal right and the arbitration process should be in place in the event that the issue should arise, although, hopefully, it never does. Accordingly, the Conciliator recommends that a new paragraph be added to Section 22.3 to read as follows:

"An employee shall have the right to appeal the decision of the City Manager to arbitration pursuant to and in accordance with the grievance procedure provisions set forth under Article V."

ARTICLE XXIII (NEW) - SUBSTANCE TESTING AND ASSISTANCE

During the fact-finding, the City had proposed a new Article XXIII entitled "Substance Testing and Assistance." The Fact-Finder recommended that such an article, as proposed by the City, be adopted. The Conciliator finds that the parties have agreed to that recommendation. Accordingly, the Conciliator recommends that a new Article XXIII entitled "Substance Abuse and Assistance" be inserted in the Agreement and that the present Articles XXIII through XXXI be re-numbered to allow for the inclusion of new Article XXIII. The Conciliator further recommends that included in Article XXIII should be Sections 23.1 through 23.8, which sections are set forth in Exhibit "A" attached hereto and made a part of this Report.

Respectfully submitted,



Donald N. Jaffe
Conciliator

ARTICLE XXIII SUBSTANCE TESTING AND ASSISTANCE

Section 23.1

Drug and alcohol screening/testing shall be conducted upon reasonable suspicion which means that the employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party. The following procedure shall not preclude the employer from other administrative action but such actions shall not be based solely upon he test results.

Section 23.2

All drug and alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedures and mass spectroscopy confirmation of any positive initial screening.

Section 23.3

Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value as the two previous tests. If at any point the results of the drug testing procedures conducted by the City specified in this Article are negative, (employee confirmatory tests not applicable) all further testing and administrative sections related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future test results shall not be used against an employee in any future disciplinary action or in any employment consideration decisions.

Section 23.4

Upon the findings of positive for a controlled substance by the chemical tests, the employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this Section shall be referred to an employee assistance program or detox-

ification program as determined by appropriate medical personnel unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP or counseling, or some other unusual and/or exceptional facts have the right to disciplinary action. An employee who participates in a rehabilitation or detoxification program shall be allowed to use accrued paid leave for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion ;of the employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave or absence without pay for a period not to exceed 90 days.

Section 23.5

If the employee reuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within three (3) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be bourn by the employer. For the purpose of this Article, "periodic" shall mean not more than twelve (12) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

Section 23.6

No drug testing shall be conducted without the authorization of the Chief of Police. If the Chief orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action. Records of drug and alcohol testing shall be kept in the office of the Chief of Police and shall be kept confidential except as provided by the Ohio Public Records laws, however, test results and records may be used in future disciplinary actions as set forth in the Article.

Section 23.7

The employee and the OPBA shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

Section 23.8

Employees that purposely make false accusations pursuant to this Section shall be subject to discipline including but not limited to discharge. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of four (4) years.