

**FACT-FINDING TRIBUNAL OF THE
STATE EMPLOYMENT RELATIONS BOARD**

STATE EMPLOYMENT
RELATIONS BOARD

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IN THE MATTER OF:

**FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

**Employee Organization,
and**

**FAIRFIELD COUNTY SHERIFF
Employer.**

REPORT OF FACT FINDER

**CASE NO.: 00-MED-08-0835
Sergeants and Lieutenants**

DATES OF HEARING: December 18, 2000

PLACE OF HEARING: Lancaster, Ohio

FACT FINDER: Charles W. Kohler

APPEARANCES:

FOR THE EMPLOYEE ORGANIZATION:

Ross Rader, Staff Representative

FOR THE EMPLOYER:

Marc A. Fishel, Attorney at Law

INTRODUCTION

On October 26, 2000, the State Employment Relations Board ("SERB") appointed the undersigned as fact finder pursuant to Ohio Administrative Code Rule 4117-9-05(D). This matter involves the negotiation of an initial collective bargaining agreement between the Fairfield County Sheriff ("Employer") and the Fraternal Order of Police, Ohio Labor Council, Inc. ("Union"). A fact-finding hearing was held on December 18, 2000, in Lancaster, Ohio. The report and recommendations of the fact finder are to be served upon the parties no later than January 3, 2001, pursuant to the mutual agreement of the parties.

The following findings and recommendations are offered for consideration by the parties; were arrived at pursuant to their mutual interests and concerns; are made in accordance with the data submitted; and in consideration of the following statutory criteria as set forth in Rule 4117-9-05 of the Ohio Administrative Code:

1. Past collectively bargained agreements, if any, between the parties;
2. Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interest and welfare of the public, 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;
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

FACTUAL BACKGROUND

The Union represents a bargaining unit composed of sergeants and lieutenants. Currently, there are six lieutenants and nine sergeants in the unit. The bargaining unit was certified on August 4, 2000. The Union also represents a bargaining unit of deputy sheriffs and a bargaining unit of dispatchers, neither of which are a part of this fact-finding proceeding. A collective bargaining agreement between the parties covering deputy sheriffs was executed in October of 2000. The parties have reached a tentative agreement covering the dispatchers. The captains and their representative, the Ohio Patrolmen's Benevolent Association, signed an agreement with the Employer on November 28, 2000.

Prior to the fact-finding hearing, the parties engaged in three formal negotiation sessions. Most of the disputed issues were resolved and have been tentatively approved by the negotiators. The tentative agreements of the parties on these issues are hereby incorporated by reference into this report as recommendations.

At the conclusion of the fact-finding hearing, the following issues remained unresolved:

1. Article 18 - Hours of Work and Overtime (Overtime Pay for Lieutenants)
2. Article 19 - Wages (Wage Rates)
3. Article 21 - Holidays

ISSUES

Issue 1

Article 18 - Hours of Work and Overtime
(Overtime Pay for Lieutenants)¹

Position of the Union

The Union proposes that lieutenants be eligible for overtime compensation on the same basis as deputies and sergeants - at the rate of one and one-half times their

¹Most of the proposals provide for the same terms for both sergeants and lieutenants. With regard to overtime pay, the parties have reached a tentative agreement for the sergeants' unit. However, no agreement has been reached on the issue of overtime pay for the lieutenants.

regular rate of pay for all hours worked in excess of eighty during a fourteen day period. It asserts that the Fair Labor Standards Act (FLSA) requires that lieutenants be compensated for overtime because they are not "executive" employees who are exempt from the mandatory overtime provisions of the FLSA. The Union asserts that lieutenants do not have the authority to hire or fire employees, nor do they have the right to impose discipline without the approval of a captain. The Union states that the lieutenants have little independent power to make important decisions. Further, the Union asserts that the lieutenants do not come within the exempt provisions of the FLSA because they are subject to disciplinary suspensions without pay for reasons other than a major safety violation.

The Union points out that the population of Fairfield County is about 125,000. It asserts that lieutenants in similarly sized counties² in Ohio are all eligible for overtime pay.

Position of the Employer

The Employer proposes that lieutenants not be eligible for overtime pay. The Employer proposes that lieutenants be eligible for compensatory time at the rate of one hour of compensatory time for every hour worked over eighty during a fourteen day period, up to a maximum accumulation of eighty hours. The Employer points out that the collective bargaining agreement recently negotiated between the captains and the Employer contains this provision for overtime compensation.

The Employer asserts that its proposal is in compliance with the FLSA, as the lieutenants are exempt from the FLSA overtime provisions based on their job duties. The Employer argues that lieutenants are "executive" employees because they are paid more than \$250.00 per week, and they customarily direct the work of two or more employees. It notes that they have supervisory duties such as approving time-off requests, and calling employees in on overtime. Lieutenants also manage the property room, jail, detective bureau, road patrol, and canine unit.

²For this issue and the other unresolved issues, the FOP has presented data from seven Ohio counties with populations from 100,000 to 150,000.

Discussion

The parties disagree on the payment of wages for overtime work by the lieutenants. The Employer attempts to justify its position by arguing that the lieutenants would be exempt from the overtime provisions of the FLSA. Whether the lieutenants actually are exempt is an issue which is beyond the scope of the fact-finding process. A determination of the status of the lieutenants under the FLSA could only be officially determined if the Employer's proposal was implemented and the lieutenants filed a complaint with the U.S. Department of Labor. However, given the limited information available to the fact-finder, it appears that the restrictions imposed on the lieutenants, and their lack of independent discretion and authority, make it unlikely that they would be exempt from the overtime provisions of the FLSA.

The Union has presented evidence showing that the lieutenants in the seven comparable Ohio counties are eligible for overtime pay. The Employer has not presented any evidence showing that other public employees with responsibilities similar to those of the lieutenants are treated as overtime exempt employees.

Recommendation and Rationale

The evidence indicates that the lieutenants are not likely to be exempt from the FLSA overtime requirements. The prevailing practice in similarly sized Ohio counties is to pay overtime to lieutenants in the sheriff's department. Under these conditions, the fact finder believes that the lieutenants should be eligible for overtime pay in the same manner as the sergeants.

Therefore, the fact finder recommends the Union's proposal for Article 18, attached hereto as Appendix "A", be adopted.

ISSUE 2

Article 19 - Wages (Wage Rates)

Position of the Union

The Union proposes wage increases, during each year of a three year contract, of 6 percent for sergeants, and 6.5 percent for lieutenants. The Union argues that the sergeants and lieutenants must be given a wage increase which will provide a

reasonable wage differential between the ranks. The Union asserts that wages for sergeants must be increased in an amount which will provide an adequate differential between the wages of deputies and sergeants. It proposes that a top rate sergeant³ receive an annual wage of \$39,749, effective⁴ January 1, 2001, with increases to \$42,141, effective January 1, 2002, and \$44,678, effective January 1, 2003. With the increases, the rank differential between sergeants and deputies will be 7 percent in 2001, and will increase to 11.2 percent in 2003. The Union notes that the differential will continue to remain under the statewide average differential of 13.8 percent.

In a similar fashion, the Union proposes that wages for lieutenants be increased sufficiently to allow for an adequate difference between sergeants and lieutenants. It proposes that a top rate lieutenant receive \$43,326, effective January 1, 2001, with an increase to \$46,134 in 2002, and to \$49,150 in 2003. With the increases, the rank differential will be 9 percent in 2001, and will increase to 10 percent in 2003, compared with the statewide average differential of 16 percent.

According to the Union, wages for both sergeants and lieutenants in Fairfield County are lower than the average in sheriffs' departments in the comparable counties. The Union contends it is important that wages be competitive because benefits in Fairfield County are less favorable than those in other counties with a similar population. Most of the comparable counties allow all paid hours to count for overtime while Fairfield only counts hours actually worked. Some of these counties provide shift pay and longevity pay, which Fairfield does not.

The Union states that it is not responsible for the collective bargaining agreement negotiated between the Employer and the captains, who are represented by a different union. The agreement provides that there will be a wage differential of at least 8.6 percent between lieutenants and captains.

³While there are currently two steps in both the sergeant and lieutenant classifications, all of the wage rates discussed in this section refer to the top rate for the classification.

⁴The parties have entered into an agreement that any wage increase will become effective on January 1, 2001.

Position of the Employer

The Employer proposes that the bargaining unit should receive the same wage increase which has already been accepted by 84 of the 99 sworn employees. The deputies, dispatchers, and captains have agreed to wage increases of 4 percent per year during the term of a three year agreement. The Employer states that it engaged in 17 negotiating sessions with representatives of the sworn employees, and the other bargaining units eventually agreed that a 4 percent annual wage increase was reasonable. The Employer points out that this bargaining unit has agreed to the same terms as the other bargaining units in most every benefit category including vacation, sick leave, personal leave, insurance, and uniform allowance. The Employer asserts that this bargaining unit should not be singled out for a different wage increase.

The Employer notes that the 4 percent increase will place the top rate sergeants at a wage of \$39,002 in 2001, compared with \$37,128 for a top rate deputy, which maintains the current differential of 5 percent. The wage increase proposed for lieutenants will maintain the current 8.5 percent wage differential between lieutenants and sergeants. The Employer maintains that the differential is reasonable because there have been no difficulties obtaining a sufficient number of applicants for promotion to either sergeant or lieutenant. Additionally, the job duties of the sergeants are substantially the same as those of the road deputies, as sergeants are directed to patrol a specific area of the county.

The Employer contends that the best wage comparison is based on other employees engaged in law enforcement within the sheriff's office. Comparison made to units in different counties are not necessarily correct because of the variation among departments in job duties of sergeants, lieutenants, and captains. The Employer maintains that sergeants and lieutenants are engaged in the same law enforcement activities as other sworn employees in the department, and they should receive the same wage increase. Moreover, the Employer points out that wages of bargaining unit employees for both classifications are higher than the statewide average.

Discussion

The Union supports its position by reference to the rank differential between deputies and sergeants, and between sergeants and lieutenants. The Employer, however, argues that the wage rate should be determined by applying the same percentage increase which the other three bargaining units have already agreed to. While these factors are worthy of consideration, the fact finder must also examine wage data from comparable counties.

The Union has submitted wage data from 7 counties with a comparable population. The Employer has submitted data from 57 counties for sergeants, and from 32 counties for lieutenants. The counties used by the Employer include counties with very large populations, as well as counties with populations much smaller than Fairfield. While the Employer's data has some relevance in that all sheriff's departments in the state are engaged in general law enforcement activities, there are significant differences in the types of activities performed in urban counties and rural counties. Financial resources also differ based on population. The fact finder considers that the counties in the same population range as Fairfield are the more appropriate frame of reference. The Employer asserts that the duties of sergeants and lieutenants differ from county to county, but there is no evidence to show that the duties of the employees in the same positions in the comparable counties differ significantly from those in the bargaining unit herein.

The evidence presented by the Union for comparable counties demonstrates that the average 2001 wage⁵ for sergeants in these counties is \$44,462, with a range from \$38,334 (Allen) to \$50,814 (Warren). The data from the Employer shows that, for sergeants, the average of 57 counties is \$36,503.84. With the four percent wage increase proposed by the Employer for 2001, sergeants would be paid \$39,002. The Union proposal of a six percent increase would give sergeants a 2001 wage of \$39,749.

⁵For two of the counties, the 2001 wage information was apparently unavailable to the Union. The Union used data from 1999 for Portage County and 2000 for Allen County.

The situation for lieutenants is similar to that of the sergeants. Using the same wage information from the Union for seven counties with a comparable population, the average 2001 wage for lieutenants is \$48,928, with a range of \$41,081 (Portage) to \$54,867 (Warren). The Employer's data, from 32 counties, shows that the average wage of lieutenants is \$41,864.34. With the four percent increase proposed by the Employer, the 2001 wage for lieutenants would be \$42,311. The wage increase of 6.5 percent proposed by the Union would result in a wage of \$43,326.

Recommendation and Rationale

The comparative data from the 7 counties presented by the Union shows that there is a need to improve the relative position of the sergeants and lieutenants. For this reason, the fact finder believes that a wage increase of greater than 4 percent is justified. After reviewing all of the evidence and considering the fact-finding mandates of the Ohio Collective Bargaining Law, the fact finder will recommend that the sergeants receive a wage increase of 5 percent, and lieutenants receive a wage increase of 6 percent, effective January 1, 2001.

With a 5 percent wage increase for 2001, the sergeants' compensation will increase from \$37,502 to \$39,377. This will provide them with a wage substantially above the statewide average, and within the range of wage rates in comparable counties:

Warren	\$50,814
Greene	\$50,294
Clark	\$49,690
Wayne	\$43,243
Richland	\$40,105
Fairfield	\$39,377
Portage	\$38,755
Allen	\$38,334

Statewide Average (57 counties) \$36,503

With the 6 percent increase, the 2001 wage for lieutenants will be increased from \$40,685 to \$43,126. Lieutenants will receive a wage rate above the statewide average, and within the range of wage rates in comparable counties:

Warren	\$54,867
Clark	\$54,672
Greene	\$52,582
Wayne	\$49,838
Allen	\$44,782
Richland	\$44,671
Fairfield	\$43,126
Portage	\$41,081

Statewide Average (32 counties) - \$41,864

Once the 2001 wages have become effective, future increases should be in an amount which will keep the bargaining unit in a competitive position. The limited data available for 2002 indicates that negotiated wage increases for sergeants and lieutenants are in the range of 4 to 5 percent. In order to keep the wage level competitive, and to allow for some improvement in ranking among comparable counties, the fact finder recommends annual wage increases of 5 percent for both sergeants and lieutenants on January 1, 2002, and January 1, 2003.

While their relative position needs to be improved, an increase to bring these employees up to the average of the other 7 counties cannot be accomplished in one contract. Many of the jurisdictions which pay a higher wage have been engaged in collective bargaining for a long time. Over time, various compromises and adjustments in operations are made by both parties to reach an acceptable agreement. Employees who have recently organized cannot expect to immediately gain the same benefits as other employees who have been bargaining with their employer for many years.

The fact finder is aware that recommending a higher wage increase for this bargaining unit may cause some dissatisfaction among members of the other bargaining units which have agreed to the four percent annual wage increase. However, the fact finder does not have evidence before him of the comparative data for the other bargaining units. The fact finder must base his decision on the evidence available to him and, in this case, an increase of greater than four percent for this bargaining unit is

justified by the evidence. In addition, there is a demonstrated need to increase the rank differential between the deputies and the sergeants, as well as between sergeants and lieutenants. The increase can only be accomplished by providing a larger increase to the sergeants than to the deputies, and providing a larger increase to lieutenants than to sergeants.

In comparing the proposals of the parties, the fact finder notes that only the Union proposal contain a provision for Officer-in-Charge pay. Since this was not proposed by the Employer and was not discussed at the hearing, the fact finder has not included it as a recommendation. The other provisions which were contained in the proposals of both parties are included as recommendations even though they were not specifically discussed at the hearing.

The fact finder recommends that Article 19 provide as follows:

Article 19 - Wages

Section 19.1 Wage Rates Wage rates for sergeants shall be increased by five percent (5%) effective January 1, 2001, by five percent (5%) effective January 1, 2002, and by five percent (5%) effective January 1, 2003. Wage rates for lieutenants shall be increased by six percent (6%) effective January 1, 2001, by five percent (5%) effective January 1, 2002, and by five percent (5%) effective January 1, 2003.

The following is the step progression for employees:

Step A is starting rate of pay.

Step B is earned after six (6) months of continuous service.

Section 19.2 Canine Corps The Employer shall comply with the provisions of the FLSA as to as it relates to canine employees.

Section 19.3 Call-In /Court Time An employee prescheduled for overtime or called in or scheduled for court outside the employee's regularly scheduled shift, which time does not abut the employee's regularly scheduled shift, shall be paid for all time actually worked, but in no event will the amount be less than two (2) hours' pay at the appropriate pay rate.

Any employee called in to rectify the employee's own error shall be credited with the actual time worked at the employee's regular rate of pay and not with the minimum premium herein stated.

Section 19.4 PERS Pick-Up The Employer shall make a "designated PERS pick-up" of each employee's statutory-required contribution to the Public Employees Retirement System of Ohio (PERS) so as to permit the treating of an employee's contribution to PERS as a deferred annuity for personal income tax purposes. The implementation of the "designated pick-up" shall not result in either an increase or decrease to a employee's gross income.

HOLIDAYS

Position of the Union

The Union proposes that bargaining unit members have ten holidays per year. The proposal provides that, for each holiday, employees are entitled to eight hours of holiday pay. An employee who does not work on the holiday would receive only the eight hours of holiday pay. Under the Union's proposal, an employee who works on a holiday would receive pay at one and one-half times the regular rate of pay for all hours worked, in addition to the eight hours of holiday pay.

The Union contends that the payment of wages at a premium rate is the industry standard for holiday pay. The Union points out that the sheriffs' offices in five of the seven other counties in the 100,000 to 150,000 population range provide pay to employees who work on holidays at the same rate proposed by the Union.

The Union notes that its proposal for holiday pay does not include any personal days in addition to the holiday pay. While the Union recognizes that the other bargaining units in the sheriff's office have agreed that holiday premium pay be limited to three holidays, it asserts that there was never any agreement that all bargaining units would follow the lead of the first unit to reach a settlement. The Union argues that each of the four bargaining units has different preferences, and one unit should not have to accept terms simply because they were accepted by other bargaining units.

Position of the Employer

The Employer proposes that bargaining unit members be paid eight hours holiday pay for each of ten holidays, regardless of whether they work on the holiday. It proposes that employees who work on Thanksgiving Day, Christmas Day or New Years Day receive pay at one and one-half times the regular rate. Employees who work on the other seven holidays would be paid at their regular rate. In addition, the Employer proposes that employees receive one day of personal leave per year. The Employer points out that each of the other three bargaining units have agreed to this same proposal.

The Employer argues that its proposal constitutes an increase in holiday compensation from the current arrangement in which all holiday work is compensated at the straight time rate. In addition, it notes that the annual personal day is a benefit which employees do not currently receive. The Employer points out that the additional holiday compensation and the personal day are benefits which will result in higher costs. The other counties cited by the Union all involve units where collective bargaining has been in place for a long time and thus represent benefits gained over many years of bargaining.

The Employer points out that the other bargaining units in the sheriff's office, representing 84 of 99 bargaining unit employees, have agreed to the same holiday and personal leave provision that it has proposed in these negotiations. The Employer believes that these other employees in the sheriff's office are the most appropriate group of employees to use for purposes of comparability.

Discussion

Bargaining unit employees currently receive ten annual holidays, for which they are compensated with eight hours of pay. The employees are now paid, at regular straight time rates, if they are scheduled to work on any of the ten designated holidays. While the Union proposes that the rate of pay be increased to time and one-half for work performed on all holidays, the Employer proposes that the current compensation rate be continued for work on seven of the holidays, with time and one-half paid for work on three of the holidays.

Collective bargaining relationships tend to evolve over time, and changes are usually made gradually over a period of time. As parties struggle to reach an agreement, it is generally easier to make gradual changes on significant issues. While the Union has presented evidence that the majority of bargaining units in other counties of similar size are paid time and one-half for all holidays, the implementation of this type of compensation would be an extreme change from the plan currently in place in Fairfield County. In assessing the validity of a proposal, a fact finder must give due consideration to the status quo, as well as the comparable data.

The agreements which have already been reached in the other bargaining units in the sheriff's office must be considered. The other agreements are particularly persuasive in the situation herein, where the other bargaining units represent 85 percent of the organized employees. The members of these other bargaining units are all employees whose work responsibilities require extensive interaction with the members of the sergeants and lieutenants bargaining unit. There is merit to the argument that some consistency is desirable among the bargaining units. The morale of the department could be adversely affected if only sergeants and lieutenants are receiving premium wages for working on all holidays, while all other department employees are receiving straight time on 7 out of 10 holidays. It does not appear that the sergeants and lieutenants unit has agreed to forgo some other benefit which would offset the cost of receiving premium pay on seven more holidays than other department employees.

Recommendation and Rationale

The fact finder believes that, although many counties provide premium pay for 10 holidays to those employees who work on the holiday, the better proposal is the one advanced by the Employer. That proposal represents a meaningful improvement from the current benefit, while limiting the cost increase to the Employer. The fact finder also believes that, in a situation where several bargaining units work together and perform similar law enforcement duties, it is more operationally efficient if the holiday compensation plan is the same for all units. Since the other units are receiving one personal day each year, it would be proper for the sergeants and lieutenants to also receive a personal day.

Therefore, the fact finder recommends the Employer's proposal for Holidays (including the provision for personal leave) attached hereto at Appendix "B."

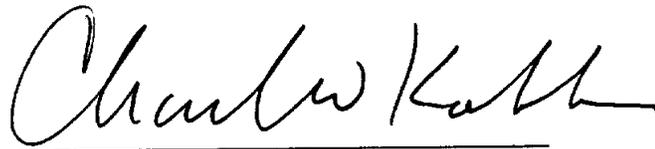
The above recommendations are respectfully submitted to the parties for their consideration.



Charles W. Kohler
Fact Finder

CERTIFICATE OF SERVICE

I do hereby certify that on this 3rd day of January 2001, a copy of the foregoing Report and Recommendations of the Fact Finder was served upon Catherine A. Brockman, Assistant Executive Director, Fraternal Order of Police, Ohio Labor Council, Inc., 222 East Town Street, Columbus, Ohio 43215; and upon Marc A. Fishel, Downes & Hurst, 300 South Second Street - 2nd Floor, Columbus, Ohio 43215; each by Airborne Express overnight delivery; and upon George M. Albu, Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213 by regular U.S. Mail, postage prepaid.

A handwritten signature in cursive script, reading "Charles W. Kohler". The signature is written in black ink and is positioned above a horizontal line.

Charles W. Kohler, Fact Finder

ARTICLE 18
HOURS OF WORK AND OVERTIME

Section 18.1 Purpose This article is intended to define the normal hours of work per day or per week and the basis for computing overtime.

Section 18.2 Work Period Hours of work for full-time employees shall be eighty (80) hours in a fourteen (14) day period. Employees normally shall have a work week consisting of five (5) consecutive eight (8) hour days, followed by two (2) days off. Except for emergencies, employees shall have at least thirty (30) minutes of uninterrupted lunch time.

Section 18.3 Overtime When an employee is required to work in excess of eighty (80) hours in a fourteen (14) day work period, they shall be paid overtime pay for such time over eighty (80) hours at the rate of one and one-half (1 ½) times their regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this article of Agreement.

- A. For purpose of determining an employee's eligibility for overtime, all hours **actually worked shall be counted.**
- B. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless overtime has been approved by the Employer.

Section 18.4 Compensatory Time Employees may choose to take compensatory time in lieu of overtime if such choice is indicated during the tour of duty in which the overtime is worked. Compensatory time shall be credited to the employee and accumulated at the rate of one and one-half (1-1/2) hours for each overtime hour worked. Each employee's compensatory time bank shall be limited in accumulation to a maximum of eighty (80) hours. Overtime beyond eighty (80) hours compensatory time bank will be paid. Employees may request compensatory time accumulated during the life of this Agreement, no later than November 15th each year, to be paid for hours in their "comp bank", in eight (8) hour blocks payable the first (1st) pay period in December. The Sheriff shall request funding from the Commissioners for the pay-out under this section. Such payment shall be subject to funding by the Commissioners.

Compensatory time may be taken by an employee at a mutually agreeable time, in one (1) hour increments upon approval of the employee's supervisor, provided that the employee's absence does not create an undue hardship on the operations of the Employer.

An employee who quits or retires will be paid for all of the employee's unused compensatory time to the employee's credit at the final rate of pay. The spouse, beneficiary, or executor of the estate, as applicable, shall receive any payment due in the event of the death of an employee.

Section 18.5 Time Change In the shifts affected by changes to/from Daylight Savings Time where the workday is shortened as a result of the change, no employee will be docked. Where the workday is lengthened due to the time change, that hour will not be compensated.

Section 18.6 Exchange of Days Off Where an employee requests to work a day off in exchange for a day to be scheduled off, the employee's pay status shall not be affected. When employees exchange shifts with the approval of the Employer (or designee), the pay status of neither is affected, except that an employee who works an exchange and is required to work overtime shall receive the overtime. Shift exchanges must all be done in the same work period.

Section 18.7. Shift and Days Off Preference Effective no later than March 15 and September 15 of each year, employees may submit their request for shift preference to the Sheriff on a semi-annual basis. The Sheriff or Designee shall consider those requests and shall attempt to accommodate the request when operationally feasible.

The Employer shall make all shift assignments the first pay period in April and October of each year. Within the shift assignments the Employer shall determine the days off available for the employees. Within the shift and division assignments, Bargaining Unit employees shall be permitted to bid on days off based on seniority. Such request shall not be unreasonably denied.

This section shall not apply to specialized assignments for which the Employer has the discretion to assign days off.

Section 18.8 Stand-By Any employee who, while on stand-by status, is required to remain on the Employer's premises, or at the employee's home or other specific location to await a call when needed, is considered as being unable to use the time effectively for the employee's own purposes, and shall be considered to be working during the entire time the employee is on stand-by.

Section 18.9 Distribution of Overtime

- A. Whenever the Employer determines to offer overtime to bargaining unit employees, the Employer shall post a notice of such overtime opportunities within each division. Employees may sign up for these overtime opportunities. Such overtime shall be worked by the most senior employee who signs up for the overtime.

The posting requirement shall only apply to overtime opportunities that are known by the Employer at least three (3) days in advance of the hours to be worked. Employees must sign up for the overtime within forty-eight (48) hours of the posting.

- B. Nothing in this section shall be construed as prohibiting the Employer from requiring employees to work overtime when necessary. This section shall not apply when the overtime to be worked requires special skills or assignments.

ARTICLE

HOLIDAYS

Section .1 **Holidays** Employees shall be entitled to the following paid holidays:

- | | | |
|-----|------------------------|--|
| 1. | New Years' Day | (1 st day of January) |
| 2. | Martin Luther King Day | (3 rd Monday of January) |
| 3. | President's Day | (3 rd Monday of February) |
| 4. | Memorial Day | (Last Monday of May) |
| 5. | Independence Day | (4 th Day of July) |
| 6. | Labor Day | (1 st Monday of September) |
| 7. | Columbus Day | (2 nd Monday in October) |
| 8. | Veterans Day | (11 th day of November) |
| 9. | Thanksgiving Day | (4 th Thursday of November) |
| 10. | Christmas Day | (25 th day of December) |

Section .2 **Rates of Pay** All employees shall receive eight (8) hours straight time pay at their regular rate for holidays listed in Section 1 above. Employees normally not scheduled on the holiday will receive the holiday off, plus their holiday pay. Employees who work on a holiday shall receive holiday pay plus their regular rate of pay for all hours worked on the holiday. Employees shall receive one and one-half (1 ½) times their regular rate for all hours worked on the holiday in addition to the holiday pay for New Years Day, Thanksgiving Day and Christmas Day. Employees scheduled to work on a holiday who call off sick shall not receive holiday pay and will be charged with sick leave.

Section .3 **Personal Days** Employees shall receive one (1) personal day, after completion of one (1) year of service. Personal days must be used in eight (8) hour increments upon approval of the supervisor, provided that the employee's absence does not create an undue hardship on the operations of the Employer. Personal days shall not accumulate except that personal days denied by the Employer may be carried forward into the following years.

FOR FOP/OLC:

FOR FAIRFIELD CTY. SHERIFF

DATE TENTATIVELY AGREED: