

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

In Regard to the Matter of the Fact-Finding Between ⁷⁰⁰³ 683 JAN 10 P 10: 22

WAYNE COUNTY SHERIFF)	SERB Case Nos:
)	02-MED-06-0606
-AND-)	(Sergeants & Lieutenants Units)
)	02-MED-06-0607
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION)	(Deputies Unit)

APPEARANCES:

For The Sheriff:

Howard Heffelfinger	Clemans, Nelson, Consultant
Martin Bramlett	Clemans, Nelson, Consultant
Robert Roe Fox	Clemans, Nelson, Consultant
Patrick Herron	County Administrator
Tim McClintock	Chief Building Official
Doug Johnson	Captain, WCSO
Charles D. Hardman	Captain, WCSO
Douglas Hunter	Captain, WCSO

For The Association:

Joe Hegedus, Esq.	Labor Counsel
Matt Baker	Union Representative
Greg Odenkirk	Deputy, (Deputies Unit)
Mike Butler	Deputy, (Deputies Unit)
Brian Potts	Sergeant, (Promoted Officers Unit)
Philip Carr	Lieutenant, (Promoted Officers Unit)

BEFORE ALAN MILES RUBEN, FACT-FINDER

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BACKGROUND

The Employer, the Wayne County Sheriff exercises statutory authority and responsibility, inter-alia, for the provision of law enforcement, road patrol and jail administration services for its some 112,000 residents.

The Department's personnel are organized into four bargaining units, all of which are exclusively represented by the Ohio Patrolmen's Benevolent Association. The Deputies Unit consists of sworn officers of whom 31 are assigned to the jail, 15 to road patrol and 3 to the Detective Division. The 12 full-time Sergeants form a second Unit, and the 2 full-time Lieutenants are members of a third Unit. The civilian personnel of the Department are members of a fourth Unit which is not involved in this proceeding. The Sheriff and the Deputies are parties to one Collective Bargaining Agreement, while the two Promoted Officers Units are jointly signatories to another Agreement. The terms of the two Agreements, except for the wage provisions, are essentially identical.

The Deputies and Promoted Officers Contracts which are the subject of the present Fact-Finding were both entered into as of September 1, 1999, for an initial term which expired on August 31, 2002.

Pursuant to the Contractual requirements, timely notices were given of the intent to modify or amend the two Agreements, and negotiations proceeded looking towards the execution of successor Agreements.

After several bargaining sessions, the parties declared impasse in both sets of negotiations, and the undersigned was appointed Fact-Finder by the State Employment Relations Board on August 1, 2002. The parties agreed to consolidate the hearings and consider together the proposals for the terms of the successor Contracts for the three Units.

At the direction of the parties, the consolidated evidentiary fact-finding hearing was commenced on September 25, 2002, at the Wayne County Justice Center and concluded at that location on November 4, 2002. Thereafter, the Fact-Finder held a mediation session with the advocates for the parties on November 12, 2002, which, however, was unsuccessful in resolving the issues in dispute.

The parties did agree that since the Contract for the two Promoted Officers Units was derivative of the Deputies Unit Contract, the Findings and Recommendations for the Deputies Contract would be applicable to the counterpart provisions of the Promoted Officers Contract, mutatis mutandis.

Timely in advance of the hearing, the parties provided the Fact-Finder with the statements required by Ohio Administrative Code 4117-9-05(F) and Ohio Revised Code Section 4117.14(C)(3)(a).

By the date of the Fact-Finding proceedings the parties had tentatively agreed upon amendments to Articles 2, 10, 18, 21, 24, 25 and 34 and to Side Agreements on the Grievance Procedure and Extra Detail Security Work. The parties had also tentatively agreed to carry forward and incorporate into the new Agreements, mutatis mutandis, the following Articles and Sections of Articles from the 1999 Contract:

- Article 1 - Agreement
- Article 3 - Union Representation
- Article 4 - Union Security and Dues Check-off
- Article 5 - Management Rights
- Article 6 - Employee Right
- Article 7 - No Strike/No Lockout
- Article 8 - Disciplinary Procedure
- Article 9 - Union Leave
- Article 11 - Pledge Against Discrimination and Coercion
- Article 12 - Layoff and Recall
- Article 13 - Sick Leave
- Article 14 - Leaves of Absence
- Article 16 - Seniority
- Article 17 - Health and Safety
- Article 19 - Sections 2 & 3 Extra Details
- Article 20 - Vacancies: Identification, Announcement and Application
- Article 21 - Sections 2, 4, 5, 6, 7 & 8 - Miscellaneous
- Article 22 - Labor-Management Meetings
- Article 23 - Union Bulletin Boards
- Article 25 - Sections 2 through 4 - Benefits

Article 26 - Sections 1 through 5 - Holidays
Article 27 - Sections 2 through 11 - Vacations
Article 28 - Policies and Procedures
Article 29 - Injury Leave
Article 30 - Court Time
Article 32 - Waiver In Case of Emergency
Article 33 - Severability

Appendix A, Authorization for Dues
Deduction
Appendix B., Grievance Appeal Form
Appendix C, Injury Leave Agreement
All Side Agreements on Corrections
Training, Roll Call, Uniform Pants,
Seniority & County Fair

The Fact-Finder finds appropriate and recommends the adoption of all these tentative Agreements.

The parties further agreed that the wage provisions would be retroactive to September 1, 2002.

Remaining unresolved were proposals submitted by the parties for amendments to the following Articles and Sections of Articles of the 1999 Agreement:

Article 15 - Section 1
Conversion of Unused Sick Leave
Article 19 - Section 1
Extra Details
Article 21 - Section 1, Miscellaneous
Article 25 - Section 1, Benefits
Article 26 - Section 6, Holidays
Article 27 - Section 1, Vacation
Article 31 - Wages
New Article - Residency

A series of proposals to add new provisions and to amend other Articles and Sections of the Articles of the existing Contract were withdrawn during mediation.

Consequently, all Articles and Sections of Articles which have not been specifically referred to above and which are not discussed below, are to be carried forward and incorporated without substantive change in the new Agreement, and all proposals for Contractual amendments and the addition of Sections or Articles that are not so referred to or discussed are to be deemed as having been abandoned.

In making his recommendations upon all of the unresolved issues the Fact-Finder has been guided by the factors set forth in O.R.C. section 4117.14(C)(4)(e) and Ohio Administrative Code 4117-9-05(K) namely:

"(a) past collectively bargained agreements, if any, between the parties;

"(b) comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

"(c) 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;

"(d) the lawful authority of the public employer;

"(e) the stipulations of the parties;

"(f) such other facts, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution proceedings in the public service or private employment."

CONTRACT PROVISIONS AT ISSUE

I. Article 15, Section 1 (Sick Leave Conversion)

The 1999 Contract:

Article 15, section 1 of the expired Agreement provided the following terms for the conversion of unused sick leave:

"Section 1. Those employees covered under this agreement who are eligible or who become eligible to retire shall be entitled to convert accrued but unused sick leave to a cash payment on the following basis:

"Employees may receive, after completion of ten (10) years of continuous service with the County, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed two hundred forty (240) hours of pay calculated at one-fourth (1/4) of nine hundred sixty (960) hours of sick leave."

The Union's Proposal:

The Union proposes to change the sick leave conversion ratio to one (1) hour's pay for each three (3) hours pay.

In support of its proposal the Union refers to Agreements entered into between the Ohio Patrolmen's Benevolent Association, and the Cities of Orville, Rittman, and Wooster.

The Orville Contract allows its Police Officers to cash-out up to 960 hours of accumulated sick leave credit at their regular hourly rate of pay upon retirement.

The Rittman Contract similarly authorizes retiring Officers to cash-out one-half of their accumulated but unused sick leave hours up to a maximum of 600 hours.

The City of Wooster permits its Police Officers at retirement to receive payment for one-third of their accumulated sick leave hours up to a maximum of 528 hours.

In each case the cash-out is calculated at the rate of pay existing at the time of retirement.

The Sheriff's Proposal:

The Sheriff seeks to maintain the status quo. To sustain its position the Sheriff relies upon the fact that the present sick leave conversion rate is available to all Wayne County employees, and that the County-wide uniformity is appropriate and should be continued. Further, the Sheriff maintains that the Sheriff Departments in comparable jurisdictions provide the same conversion formula for their Deputies and Supervisory Officers. The

Sheriff's survey of sick leave conversion upon retirement provisions of Contracts with Bargaining Units in the Sheriff Departments of nine Counties deemed comparable to Wayne is shown on the schedule set forth below:

**WAYNE COUNTY SHERIFF
DEPUTY UNIT
SERGEANTS & LIEUTENANTS UNIT**

**WAGES 2002
(EXCEPT WHERE NOTED)**

(Annualized Based on 2,080 Hours)

	Minimum	Maximum	Steps	Years
Allen County Sheriff Deputies				
Allen County Sheriff Sergeant	36,254.00	41,163.00	4	1 1/2
Allen County Sheriff Staff Sergeant	36,941.00	41,829.00	4	1 1/2
Allen County Sheriff Special Sergeant	40,040.00	44,928.00	4	1 1/2
Allen County Sheriff Lieutenant	42,245.00	48,090.00	4	1 1/2
Ashland County Sheriff Deputies	28,644.00	32,389.00	3	
Ashland County Sheriff Sergeants	36,276.00	36,276.00	1	
Ashland County Sheriff Lieutenants	39,541.00	39,541.00	1	
Holmes County Sheriff Deputies	24,869.00			
Holmes County Sheriff COs	22,817.00			
Medina County Sheriff Deputies	34,435.00	41,080.00	5	3
Medina County Sheriff COs	23,712.00	33,873.00	6	5
Medina County Sheriff Sergeants	43,340.00	45,599.00	2	1
Richland County Sheriff Deputies	24,000.00	37,440.00	5	4
Richland County Sheriff COs	22,000.00	30,160.00	5	4
Richland County Sheriff Sergeants (2001)	37,800.00	40,102.00	5	4
Richland County Sheriff CO Sergeants	34,081.00	34,081.00	1	
Richland County Sheriff Lieutenants (2001)	42,107.00	44,671.00	5	4
Richland Co. Sheriff CO Lieutenants	37,489.00	37,489.00	1	
Stark County Sheriff Deputies	29,515.00	36,275.00	5	
Stark County Sheriff COs	29,515.00	36,275.00	5	
Stark County Sheriff Sergeants	39,344.00	42,079.00	2	1
Stark County Sheriff CO Supervisor	39,344.00	42,079.00	2	1
Stark County Sheriff Lieutenants	50,495.00	50,495.00	1	

**SUMMIT COUNTY SHERIFF
DEPUTY UNIT
SERGEANTS & LIEUTENANTS UNITS**

**WAGES 2002
(Continued)**

Summit County Sheriff Deputies	30,510.00	41,753.00	4	5
Summit County Sheriff Sergeants	43,375.00	47,023.00	3	2
Summit County Sheriff Lieutenants	50,315.00	54,547.00	3	2
Tuscarawas County Sheriff Deputies	25,522.00	29,162.00	4	3
Tuscarawas County Sheriff COs	23,234.00	26,291.00	4	3
Tuscarawas County Sheriff Sergeants	27,726.00	32,656.00	4	3
Wood County Sheriff Deputies	26,832.00	36,046.00	7	15
Wood County Sheriff Sergeants				
Wayne County Sheriff Deputies	26,354.00	36,650.00	7	10
Wayne County Sheriff Sergeants	38,085.00	41,288.00	3	2
Wayne County Lieutenants	43,992.00	47,570.00	3	2

Five of those Counties - Ashland, Holmes, Medina, Stark and Summit Counties - are contiguous with Wayne. Two others, Richland and Tuscarawas, are one County removed from Wayne. The final two - Allen and Wood - are located in the northwestern quadrant of Ohio. The population of these Counties ranges from some 543,000 in Summit to 39,000 in Holmes. Their principal tax bases -real property - has a value of \$8.8 billion in Summit, but only \$450 million in Holmes. Their unemployment rates range from a low of 3.1% in Holmes to a high of 7.9% in Allen. The sizes of their respective Sheriff Departments were not presented. In all the Counties the Correction Officer function is performed by Deputy Sheriffs.

Three of those jurisdictions Allen, Holmes and Tuscarawas provide the same entitlements as Wayne County. Summit, Ashland, Medina, Richland, Stark and Wood offer conversion at a higher rate and/or for a greater number of hours. Summit provides a higher conversion rate for a larger number of accumulated sick leave hours, but only after fifteen years of service.

The Fact-Finder's Analysis and Findings:

The Fact-Finder rejects the Union's proffer of three Municipalities within Wayne County as appropriate external

comparables. The Cities have different tax sources than do the Counties; they operate under different statutory authority and their Officers do not function as Correction Officers as a majority of the Wayne County Deputies do.

Setting to one side the obvious disparities among the collection of Counties put forth by the Sheriff as comparable to Wayne, it is apparent that the majority provide greater sick leave conversion privileges than offered by the Wayne County Sheriff Department.

A seniority list prepared at the request of the Fact-Finder reveals that a majority of the Deputies, twenty (20) in number, and one (1) Sergeant, have four or less years of service. Another nine (9) Deputies have completed between five (5) and nine (9) years of employment, only one of whom would become eligible for the retirement cash-out privilege. Another twenty (20) Deputies, eleven (11) Sergeants and three (3) Lieutenants have completed at least ten (10) years of service. Altogether, thirty-five Bargaining Unit members would be eligible for the sick leave conversion privilege, should they retire during the life of the successor Contract. However, only sixteen (16) will have completed twenty (20) years of service during the term of the successor Contract, and most likely to take advantage of any enhancement of the sick leave buyout

POLICY EXTRA DETAIL DUTIES

POLICY:

The Wayne County Sheriff acknowledges that from time to time the Sheriff's Office is contacted by private citizens, businesses and public entities etc., about hiring off-duty deputies to provide security or traffic control for various functions. The Wayne County Sheriff will limit his involvement to helping to arrange the extra details between the off duty deputy and the third party and is not, for purpose of complying with the Fair Labor Standards Act, to be construed as the scheduling of employees. The Sheriff and a Division Commander prior to the detail being offered must approve each off duty detail. Each off duty detail shall be scheduled for a minimum of two (2) hours. The rate set forth for the off duty deputy shall be set by the provision negotiated in the Collective Bargaining Agreement. The cost for the expressed use of a Wayne County cruiser shall be set at \$5.00 per hour with payment made directly to the Wayne County Treasurers Office.

PROCEDURE:

The Sheriff and a Division Commander prior to the detail being posted will approve each Detail request received in writing. A record of that detail will be kept in the Sheriff's Administrative Offices. Per the Collective Bargaining Agreement, Article 19 Section 1, over any twelve (12) month period, roughly ninety percent (90%) of such off duty jobs will be offered to the members of the bargaining unit. Upon a detail being received, a non-bargaining unit will have the ability to sign up for that detail provided roughly ninety percent (90%) of such off duty jobs have been offered to the members of the bargaining unit.

Members of the bargaining unit may "bump" another member of the bargaining unit with less seniority within 48 hours of the posting of the detail, per the Collective Bargaining Agreement. See Article 19, Section 2 (B). If a member of the Collective Bargaining Unit exercises their right to "bump" a less senior Deputy, it is their responsibility to notify the Deputy they bumped of their actions. If multiple Deputies are signed up for the same hours of a detail, the least senior Deputy shall be the one bumped. A Deputy may not bump after 48 hours of the time the detail was posted.

If after forty eight (48) hours, no bargaining unit employee has signed up for the detail, it shall be opened to all Reserves and non-bargaining unit employees to work on a first come, first served basis. Any hours associated with a detail that has been signed up for after the 48 hour period, shall be recorded as being offered to the bargaining unit for purposes of the ninety per cent (90 %) noted above.

When signing up for a detail the deputy is to sign their name and the date and time they have signed up. If a Deputy is later unable to work the detail after signing up, it is their responsibility to see to it that the detail is filled.

When a Deputy works an off duty detail, if a cruiser is to be used, the Deputy is to be responsible that we have one there. All Ballgames should have at least one Cruiser at the game if no Patrol Deputies have signed up. It will be the responsibility of the Senior Deputy at the detail to make arrangements to have a cruiser their. The Law Enforcement Captain can be contacted to arrange what cruiser to use.

Deputies are to prepare for the detail and be sure they have the necessary equipment. If you are outside take appropriate equipment. Example: If you are working a detail at a football game you should have a flashlight with you. If there is a chance you will need to direct traffic for an exceptionally large crowd you should have a traffic vest to wear etc. Make sure you have the necessary forms etc. to handle what may occur. If you are working a detail and a report needs to be filed, the Deputy working the detail is responsible to take care of that matter. If you need assistance or have a question, please check with the Senior Deputy working that detail or ask the patrol Sergeant if additional information is needed.

Once a Deputy arrives at a detail they should always first make contact with the contact person that is listed on the extra detail sign up sheet. Introduce themselves and the other Deputies who are working that detail. Then ask the contact person where and what they would like us to do. They are to be sure to fill the needs of the person who is paying you to be there. Make any assignments as needed to others that are working the detail. Any contact with the public while in uniform, is a representation of the Sheriff's Office.

Once the detail is completed the Deputy is to be sure to submit the Extra Detail Voucher to the contact person. An explanation should be given to them regarding how they are to pay and if they are being charged for a cruiser be sure to explain to them how they are to send a separate check to the Treasures Office. Payment for the off duty Deputy will be arranged directly with the Deputy. Deputies are to be present at the detail and ready to work at the time the detail starts.

Effective date: 092702

provision. In consequence, the impact of any increase in the number of sick leave hours subject to conversion would have minimal impact upon the County's fiscal position during the term of the next Agreement.

The fact that there is presently a County-wide sick leave buyout provision for employees is not persuasive in the present context. The Fact-Finder does not see the need for uniformity in this area as may be perceived with respect to other terms of employment.

The Fact-Finder finds persuasive that the sick leave conversion policy presently followed by the County is not consistent with that offered by most of the other Sheriff Departments the Sheriff deems comparable. The Fact-Finder concludes that a modest improvement in the sick leave buyout provision would move Wayne County significantly towards the mainstream. He will recommend that Bargaining Unit members who have completed twenty (20) years of service with the County may annually cash-out twenty percent (20%) of their accrued but unused sick leave each year at the rate of one (1) hours pay for each four hours of such sick leave so long as 1000 hours are left in the bank to be available if needed in case of illness or injury.

THE FACT-FINDER'S RECOMMENDATIONS:

The Fact-Finder finds appropriate and recommends the provision of an additional paragraph to the existing text of Article 15 section 1, "Conversion of Unused Sick Leave", to read as follows:

"Employees after completion of twenty (20) years of continuous service with the County may require the County to buy-out each year twenty percent (20%) of the excess of their accrued but unused sick leave over 1000 hours at the rate of one (1) hour's pay for each four (4) hours of accrued but unused sick leave."

II. ARTICLE 19, "Extra Details"

The 1999 Contract

The expired Contract provided:

Section 1. The Employer acknowledges that from time to time the Sheriff's Office is contacted by private citizens, businesses, and public entities, etc., about hiring off-duty deputies to provide security for various functions. The Union acknowledges that an employee's acceptance of an extra detail assignment is strictly voluntary, and that the involvement of the Employer is limited to helping to arrange the extra details between the off-duty deputy and the third party, and is not, for purposes of complying with the Fair Labor Standards Act, to be construed as the scheduling of employees.

The Employer hereby agrees that when calls are made to the Sheriff's Office asking for deputies to provide off-duty security, that over any twelve (12) month period, roughly ninety percent (90%) of such off-duty jobs will be offered to the members of the bargaining units and ten percent (10%) of such jobs will be offered to non-bargaining unit members.

The Union's proposal:

The Union proposes to amend the second paragraph of section 1 to read as follows:

"The Employer hereby agrees that when calls are made to the Sheriff's Office asking for deputies to provide off-duty security, that all assignments will be made by Wayne County Sheriff's office seniority as set forth in Section 2. below:"

The Union argues that the Sheriff has failed to track the extra detail assignments so as to assure that ninety percent of the service requests are reserved for the Deputies.

The Sheriff's proposal:

This provision, the Sheriff points out, has appeared in every Contract since the inception of the collective bargaining relationship.

The Sheriff would retain the current text, and insists that there has been no problem in meeting the ninety percent quota. The Sheriff states that on rare occasions special circumstances require the experience and expertise of Command Officers to fill private duty requests, and the present system allows for such flexibility.

Effective on September 27, 2002, the Sheriff adopted a Policy which sets forth in detail the procedure to be followed in implementing Article 19. This Policy, whose

production was requested by the Fact Finder, is set forth
in the following pages:

The Fact-Finder's Analysis and Findings:

Although the perception of some members of the Bargaining Unit may be to the contrary, the Union failed to support with evidence of record its claim that the Sheriff had not been abiding by the Contractual apportionment of extra detail assignments. Furthermore, the recently adopted Policy of the Sheriff requires retention of records pertaining to extra detail requests received, sets forth a posting and bumping procedure, and restricts the right of non-bargaining unit members to sign up for extra detail duties. It is the Fact-Finder's view that the newly adopted policy ought to be given a fair opportunity to prove its effectiveness.

The Fact Finder does not find that any change in the present text of Article 19 is appropriate.

THE FACT-FINDER'S RECOMMENDATIONS:

The Fact-Finder finds appropriate and recommends retention of the text of Article 19 without change.

III. Article 21, "Miscellaneous" (Uniform Allowance)

The 1999 Contract:

Section 1, Paragraph B of the expired Contract provided:

"Section 1. Uniform Allowance for Plain Clothes Officers."

... "B. No eligible employee shall purchase any clothing in excess of seven hundred dollars (\$700.00) in any given calendar year."

The Union's Proposal:

The Union seeks to increase the clothing allowance, which is available to Detectives serving as Plain Clothes Officers, from \$700.00 to \$900.00. It argues that the allowance has remained unchanged since 1996 and that the increase in prices since that time warrant the adjustment sought.

The Sheriff's Proposal:

The Sheriff stands pat on the present allowance. The Sheriff argues that three of the nine Counties deemed comparable to Wayne do not provide a clothes allowance while another, Stark County, operates a quartermaster system. Only Medina County which offers \$1,000.00 and Summit County which gives Supervisors \$750.00 and Deputies \$800.00 exceed the Wayne County allowance.

The Fact-Finder's Finding and Recommendations:

The items of clothing subject to the allowance include "shirts, sportcoats, slacks, suits, ties, overcoats, and shoes". In short, the kinds of clothes that most employees might wear to the office. There is no restriction that the

clothing so purchased be worn only while on duty. While the clothing subvention is relatively modest, it does provide a benefit which is either not offered at all or in a lesser amount by a majority of comparable Sheriff Departments.

The Fact-Finder does not see any persuasive reason to change the allowance during the term of the present Contract.

THE FACT-FINDER'S RECOMMENDATIONS:

The Fact-Finder does not recommend any change to Article 21, Section 1, paragraph B.

IV. Article 25 - (Health Insurance)

The 1999 Contract:

Article 25, Section 1 of the 1999 Contract provided that the Sheriff would pay the full premium of dental and prescription drug plans, and seventy (70%) percent of the monthly premiums of its self-insured medical and hospitalization plans beyond certain dollar maximums. However, on October 31, 2001 the Sheriff offered an alternative "PPO" plan with the entire premium cost shared on a eighty (80%) percent - twenty (20%) percent basis. The cost of dental and prescription drug coverages was rolled into the premium and subject to the same

contribution ratio. Apparently, because the benefits of this plan were attractive and its cost significantly lower, members of the Bargaining Units deserted the traditional plan and enrolled in the PPO alternative.

The Union's Proposal:

The Union proposes that the Employer continue to make available to all Bargaining Unit employees comprehensive major medical/hospitalization health care, dental and prescription plans, substantially equivalent to the plans currently in effect.

However, the Union further proposes that the Employer pay 86% of the monthly cost for the those Bargaining Unit employees who elect to receive such coverage with the employees required to pay the remaining 14%.

The Union points out that employees presently pay monthly \$61.40 for single coverage, and \$132.00 for family coverage.

The Union claims that the Unit members are paying an undue share of the premiums compared with comparable jurisdictions. A September 23, 2002, Benefits Report from the State Employment Relations Board Clearinghouse surveyed twenty-two (22) County Sheriff Departments.

The following Counties were recorded as paying more than eighty (80%) percent of premium charges for health insurance coverages, or dollar amounts equivalent to more than eighty (80%) percent. Ashland; Ashtabula; Columbiana; Coshocton; Geauga; Huron; Knox; Lorain; Medina; Portage; Richland; Summit and Tuscarawas. Allen and Greene Counties paid less than eighty (80%) percent.

Information on the sharing of premium costs was not available for Clark, Delaware, Fairfield, Licking, Muskingham, Stark and Wood County Sheriff Departments.

In some respects, however, the data reported appeared to be incomplete, out-of-date or inaccurate.

A State Employment Relations Board Research and Training Section Report on the cost of health insurance in the Ohio public sector for 2001, based upon information gathered from half of 1,286 public employers that responded, concluded that "the average total monthly cost of employee health care benefits, including medical and ancillary benefits, stands at \$288.17 and \$705.66 for single and family coverages respectively." It further concluded that the "estimated cost of medical and other health benefits will run \$6,919.00 per covered employee reflecting an average increase of 14.7% over 2000 levels.

This Report also found that sixty-five (65%) percent of the governmental units, representing seventy (70%) percent of all public employees, require their employees to pay a portion of the cost of a family medical plan. The monthly contributions of employees average \$30.46 for single coverage and \$87.36 for family coverage, amounting to 12.4% of the cost of individual coverage and 13.8% of family coverage. However, it should be noted that when prescription drugs, dental and vision coverages and life insurance benefits were provided separately from the medical plan, the costs were excluded from the analysis.

The Sheriff's Proposal:

The Sheriff proposes to retain the current 80%/20% premium cost sharing structure.

The Sheriff asserts that all the Bargaining Units, along with all of the other General Fund employees, agreed to this arrangement at the close of 2001, and there is no reason to change one year later.

The Sheriff states that while employee contributions increased by 3.58% for single coverage, and 13.42% for family coverage in 2002, the Employer's contribution increased by 27.15% and 23.57%, respectively.

Since 1996 the County's contribution towards payment of health insurance premiums doubled - from \$192.24 to

\$386.80 - while the average employee contribution rose by only fifty (50%) percent - from \$66.98 to \$96.70 - during the same period. Thus, the Sheriff contends, it should not bear any greater responsibility.

The Fact-Finder's Analysis and Findings:

The Fact-Finder recognizes that the cost of medical care, including prescription drugs has consistently outpaced the consumer price index over the past decade, and the continuing escalation is a major financial concern of both public and private employers.

On the other hand, where the employees share a percentage of the monthly premium cost for health insurance, as in Wayne County, cost increases become an additional responsibility of employees and tend to erode the gains made in wages and other compensation.

As the Union points out, a number of the County Sheriff Departments pay all, or 90%, of the health insurance premiums for their employees. However, it is difficult to compare plans because of differences in the kinds and levels of benefits, and in the amounts of deductibles, co-insurance and other out-of-pocket employee charges.

The State Employment Relations Board survey indicated that in 2001 public employees, on average, were paying close to 14% of the premium assessments.

Giving due consideration to the increases expected for 2003, and, in particular, the "richness" of the plan offered by the County, the Fact-Finder believes it fair and appropriate that the Sheriff pick-up 85% of the monthly premium charges and the employees the remaining 15% for both individual and family coverages.

THE FACT-FINDER'S RECOMMENDATIONS:

The Fact-Finder finds appropriate and recommends that Article 25 Section 1 be amended to read as follows:

"The Employer shall make available to all bargaining unit employees comprehensive major medical/hospitalization health care insurance, dental and prescription plans, substantially equivalent to the plans in effect as of the effective date of this Agreement, for the life of this Agreement. The Employer agrees to pay 85% of the monthly cost for those bargaining unit employees who elect to receive health care, dental and prescription drug coverage. The employee shall be required to pay the remaining 15%.

V. Article 26 "Holidays"

The 1999 Contract

Article 26, Section 6 provides:

"Each employee shall be entitled to one (1) day of personal leave with pay per calendar year.

Each request for personal leave shall whenever possible be made at least one (1) day in advance of its intended day of usage (emergency consideration will be given), and must be approved by the Division Commander. Any personal leave not used by December 31 of each calendar year shall be converted to sick leave."

The Union's Proposal:

The Union proposes to add one additional personal leave day as follows:

"Section 6. Each employee shall be entitled to two (2) days of personal leave with pay per calendar year."

On this issue the Union notes that the average number of paid days-off of among Sheriff Departments in contiguous counties is 12.4 days. Referring to the State Employment Relations Board Clearinghouse Benefits Report of September 23, 2002, the Union calculates that the average annual paid leave for all of the Sheriff's Departments surveyed was 12.1 days. In contrast Wayne County offers only eleven days.

The Sheriff's Proposal:

The Sheriff proposes no change in the Contract provisions for personal and holiday leave. The Sheriff is concerned about the cost of the proposal. It asserts that Bargaining Unit members of the Wayne County Engineer's Office and of the Civilian Bargaining Unit in the Sheriff's Department do not receive a personal day-off. The

Sheriff's concern is that operations must be staffed twenty-four (24) hours a day, seven (7) days a week. The additional day-off may require the scheduling of other employees at the overtime rate to replace Deputies or Promoted Officers who decide to utilize the additional personal day.

The Fact-Finder's Analysis and Findings:

Most comparable Sheriff Departments offer their Deputies and Promoted Officers twelve (12) days of annual leave. The Fact-Finder observes that employees of the Wayne County Children's Service Bureau receive two personal leave days during the year while those in the Dispatchers Unit receive a second personal day which, however, is offset by the deduction of one day from the employee's sick leave entitlements.

Depending on sick leave utilization at a given time, the Fact-Finder believes that the advance notice required in order for a personal day request to be considered permits scheduling to be adjusted so as to minimize recourse to overtime. In this connection it appears that there is no overtime scheduling for Deputies assigned to Road Patrol. Furthermore, a review of the overtime utilization records for the last three years does not

indicate that overtime has represented a significant cost factor.

To minimize the financial impact, the Fact-Finder believes it appropriate to require the employee seeking to take-off the second personal day instead of banking the time, to trade-off one-day of sick leave. This policy seems to work well for the Dispatchers Unit in the County Commissioners Office.

THE FACT-FINDER'S RECOMMENDATIONS:

The Fact Finder finds it appropriate and recommends that Article 26, Section 6 be amended to read as follows:

"Each employee shall be entitled to one (1) day of personal leave with pay per calendar year. Each employee may request a second day of personal leave with pay per calendar year provided that the employee's approved and unused sick leave entitlements shall be reduced by eight (8) hours. Each request for personal leave shall, whenever possible, be made at least one (1) day in advance of its intended day of usage (emergency consideration will be given), and must be approved by the Division Commander. If the employee does not use the one (1) personal leave entitlement by December 31st of the calendar year which it accrues, the personal leave day shall be converted into sick leave.

VI. Article 27 - "Vacation"

The 1999 Contract:

Article 27, Sections 1, 8 and 10 provide in relevant part:

"Section 1. Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	None
1 year but less than 8 years	80 hours
8 years but less than 15 years	120 hours
15 years but less than 25 years	160 hours
25 years or more	200 hours

...

"Section 8. The maximum accrual of vacation credit is limited to two (2) times the employee's annual entitlement. An employee who reaches maximum accrual shall cease to accrue vacation credit until such time as he reduces his vacation balance.

...

"Section 10. An employee is entitled to compensation, at his current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition, shall be compensated for any unused vacation leave accrued to his credit for the two (2) years immediately preceding the last anniversary date of employment."

The Union's Proposal:

The Union seeks to reduce the number of years of service to reach the maximum of two hundred (200) vacation hours from twenty-five (25) years to twenty (20). It thus proposes to amend the schedule of vacation leave as follows:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	None
1 year but less than 8 years	80 hours
8 years but less than 15 years	120 hours
15 years but less than 20 years	160 hours
20 years or more	200 hours

It also seeks to increase the amount of accrued vacation carryover from two times the employee's annual entitlement to three times, and allow the carryover to be cashed-out.

The Union argues for parity with comparable jurisdictions. It points out that the Ashland, Geauga, Erie, Huron, Lorain, Medina, Portage, Richland, Stark, Summit and Tuscarawas Sheriff Departments all offer five (5) weeks of vacation after fewer than twenty-five (25) years of service. Thus, Geauga, Stark and Summit offer five weeks at fifteen years; Medina allows five weeks after twenty years of service; Erie permits five weeks at twenty-one years while Portage grants twenty-five days after twenty-two years; Lorain offers twenty-four days of vacation after twenty-four years of service and thirty days of vacation after twenty-five years of service. Only Huron and Tuscarawas require twenty-five years of service to achieve five weeks vacation entitlements.

The Union further points out that the County conducted a salary and benefits survey on February 14, 2001 which

included a number of Cities including Wooster, Orrville, and Rittman, as well as School Districts and the Counties of Ashland, Champaign, Clark, Columbiana, Delaware, Erie, Richland, Tuscarawas, and Wood. (Champaign County was included because its fiscal condition was deemed comparable to that of Wayne County). But, according to County Administrator, Patrick C. Herron, the survey was conducted to ascertain the truth of a discontent - causing rumor circulating among the County work force that other public employers were paying their employees more for equivalent work. As a result of the survey no change in vacation or sick leave entitlements was found to be appropriate, and no use was made of the City data at all in adjusting the compensation and benefits of non-Bargaining Unit employees.

As the Fact Finder has previously pointed out, however, the Sheriff's Department cannot be compared with the Police Departments of municipalities because of the difference of job assignments, (the majority of the Wayne County Deputies serve as Correction Officers), funding sources and statutory obligations.

The Sheriff's Proposal:

The Sheriff seeks to retain the 25 year service requirement to achieve the top step vacation of five weeks. The Sheriff argues that the vacation schedule is the same

for all bargaining units except the Children's Services Bureau which is funded by a levy and operates Monday through Fridays, and not on a continuous basis as does the Sheriff's Department.

The Sheriff is concerned over the financial burden imposed when, in order to maintain an acceptable staffing level, the Department is required to schedule other employees at the overtime rate to replace employees who use the additional vacation time.

The Fact-Finder's Analysis and Findings:

The record clearly indicates that the Wayne County Sheriff's office is aligned with a distinct minority of jurisdictions that still require twenty-five years of service in order to qualify for the maximum vacation benefit of five weeks.

A review of the Wayne County Sheriff Department's seniority lists indicates that two Deputies, four Sergeants and three Lieutenants have achieved twenty-five (25) years of service or will have done so during the life of the successor Agreement. If, eligibility for five (5) weeks vacation were reduced to twenty (20) years, then an additional four Deputies, and three Sergeants would become eligible for the maximum vacation allowance during the term of the new Contract.

The Fact-Finder concludes that the fiscal impact upon the County of lowering the eligibility requirements to receive five weeks of vacation to twenty (20) years is not substantial.

The Fact-Finder therefore endorses the Union's proposal to reduce the number of years of service required to become eligible for 200 hours of vacation from twenty-five (25) years to twenty (20) years, and because of the additional time, to allow the extra week of carryover and its inclusion in the cash-out provision which should come into effect earlier in light of the reduction in years required to reach the maximum vacation amount.

THE FACT-FINDER'S RECOMMENDATIONS:

The Fact-Finder finds appropriate and recommends that Article 27, Section 1 be amended to read in relevant part:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	None
1 year but less than 8 years	80 hours
8 years but less than 15 years	120 hours
15 years but less than 20 years	160 hours
20 years or more	200 hours

...

"Section 8. The maximum accrual of vacation credit is limited to three (3) times the employee's annual entitlement. An employee who reaches maximum accrual shall cease to accrue vacation credit until such time as he reduces his vacation balance.

...

"Section 10. An employee is entitled to compensation, at his current rate of pay, for previously accrued and unused vacation leave and the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation. In addition, an employee, at the employee's option, may be compensated for any unused vacation leave accrued to his credit up to the maximum allowed accrual after twenty-two (22) years of service provided the employee gives notice by December 1st of the year preceding the year in which such buyout may be requested, and if such buyout is requested for 2003 then such notice must be given within thirty (30) days after the execution of this Agreement."

VII. Article 31- "Wages" (Hourly Rate)

The 1999 Contract:

Article 31, Section 3 of the expired Contract sets forth a schedule of hourly rates for Deputy Sheriffs linked to their years of service as follows:

"Section 3. Effective with the beginning of the pay period which includes September 1, 2001, hourly rates of pay for bargaining unit employees shall be as follows:

<u>Sheriff's Office Service:</u>	<u>Hourly Rate:</u>
0 years	\$12.67
1 year	\$13.46
2 years	\$13.87
3 years	\$15.15
4 years	\$15.63
7 years	\$16.65
10 + years	\$17.62

Article 31, Section 3 of the Sergeants and Lieutenants Contract sets forth the following schedule of hourly wages linked to years of service.

"Section 3. Effective the beginning of the pay period which includes September 1, 2001, hourly rates of pay for bargaining unit employees shall be as follows:

<u>Time In Rank</u>	<u>Sergeant Hourly Rate</u>	<u>Lieutenant Hourly Rate</u>
0-1 year	\$18.31	\$21.15
1 year	\$19.05	\$21.99
2 years	\$19.85	\$22.87

The Union's Proposal:

The Union seeks a five (5%) percent increase in each hourly wage rate in each year of the Contract, and to compress the Deputies' seven-step wage scale so that in the third year of the Contract the top step is reached after seven years and the sixth step after five years.

The Union observes that in each of the three years of the expired Contract Bargaining Unit members received a five (5%) percent wage increase, and that non-Bargaining Unit employees have received a 10% increase, and all their salary ranges were correspondingly adjusted upwards.

Effective in 2002 both Fairfield and Greene Counties offered five (5%) percent increments to the employees in their Sheriff Departments, and Fairfield County awarded an additional five percent (5%) for calendar year 2003.

The wage increases for 2002 and 2003 for employees in Sheriff Departments in other contiguous and nearby counties, according to the Union, were also substantial.

Ashland provided four (4%) percent wage increases in 2002 and 2003. Both Coshocton and Huron granted \$.50 an hour increases (\$1,040.00 per year) in 2002. Knox offered a four (4%) percent increment in 2002, Portage County provided an increase of 3.75% for 2002. Richland gave increases of four (4%) percent in 2002, 3.5% in 2003 and 3% in 2004. Stark County agreed to a three (3%) percent increase in both 2002 and 2003, while Tuscarawas offered a four (4%) percent increase in 2002.

The Union argues that the County can afford the increases proposed noting that, as of November 1, 2002, receipts, including \$4.7 million from a rollover note, amounted to \$22,043,869.00, while expenditures were \$21,787,155.00 leaving a General Fund balance of \$5,805,760. (However, the Auditor projected that for the twelve-month period ending December 31, 2002, expenditures would exceed receipts by some \$300,000.00.)

According to a February 28, 2002, newspaper article Wayne County Auditor Jarra Underwood forecast that the local economy would be "gaining or holding steady in terms of income". Although there would be "hit" in interest income, Wayne County Treasurer Beverly Shaw was quoted as stating that things would improve and that the County's investments were "pretty stable".

The Union also asserts that the General Fund balance would have been even more had the Commissioners not transferred \$420,000.00 in October for capital improvements, and another \$48,137.00 to the Sewer District.

According to a presentation made on behalf of Wayne County to Moody's Investors Service Rating Agency in May, 2002, Wayne County was one of the leading economic growth areas in the nation. Although the economic downturn had had its effect upon the County, with some plant slowdowns and two plant closings, the County has remained one of the leaders in attracting capital investments.

The presentation emphasized that the County had a "low-debt burden with minimal future borrowing planned. At 1.1% the County's debt burden is easily manageable." Indeed, the County acknowledged that it generally keeps reserves at approximately 25%-30% of expenditures with excess resources transferred to the capital projects fund. Characteristically, total revenues exceed budget estimates.

According to the State Employment Relations Board Clearinghouse Benchmark Report issued September 23, 2002, the Union further insists, Wayne County's entry level salary of \$26,354.00 was the third lowest among the 21 County Sheriff Departments surveyed. The average of the Departments was \$28,559.00.

The maximum wage rate for Wayne Deputies of \$36,650.00 placed the Department 12th among the 21 employers surveyed.

Moreover, the top Deputy salary in Wayne County is reached in seven steps requiring ten years of service, whereas the top rate in all save the Wood County Sheriff's Department is reached after five or fewer years of service.

The Union seeks to redress this disparity by reducing the service required to reach the seventh step to nine years, in the first year of the Contract, and to eight years in the second year of the Contract. It further proposes to allow in the second year the sixth step to be reached after six years of service instead of seven. In the third year of the Contract the Union would compress the wage scale even more, allowing the seventh step to be reached after seven years and the sixth step to be reached after five years.

The Sheriff's Proposal:

The Sheriff would retain the current wage rates and steps without change through the term of the successor contract.

Turning, first, to the Promoted Officers Units, the Sheriff notes that over the years the parties have agreed to offer the Sergeants and Lieutenants the same percentage increases as awarded to the Deputies. The parties agree

that the pattern should be continued in the present Contract.

The present maximum rate of pay for the Sergeant classification, which is reached in two years is \$41,288.00 which is more than the compensation paid to those in that rank by Allen County, Ashland County, Richland County and Tuscarawas County, but below that paid by Medina County, Stark County and Summit County.

As to the Deputies, the Sheriff observes that over the ten year period 1992-2001, its Deputies received a cumulative salary increase of 40.5%. Their aggregate compensation improvement compares favorably with the 34.73% paid to County employees throughout the State of Ohio during the same period.

Deputies' hourly wage rate at the entry level ranks sixth among the nine comparable Sheriff Departments, but fourth at the top rate

The wage array is shown in the following table:

**WAYNE COUNTY SHERIFF
DEPUTY UNIT
SERGEANTS AND LIEUTENANTS UNITS**

SICK LEAVE CONVERSION UPON RETIREMENT

Allen County Sheriff	25% up to 240 hours (with at least 10 years of continuous service)
Ashland County Sheriff	25% up to 400 hours (with at least 10 years of continuous service)
Holmes County Sheriff	25% up to 240 hours (with at least 10 years of continuous service)
Medina County Sheriff	33% up to 320 hours (with at least 10 years of continuous service)
Richland County Sheriff	100% of first 500 hours (with at least 10 years of continuous service) 10 – 14 years – 1/7 of sick leave in excess of 500 hours 15 – 19 years – 1/6 of sick leave in excess of 500 hours 20 – 24 years – 1/5 of sick leave in excess of 500 hours 25+ years – 1/4 of sick leave in excess of 500 hours
Stark County Sheriff	1-10 years – 25% up to 140 hours 10+ - 50% up to 500 hours
Summit County Sheriff	10 < 15 years – 25% up to 250 15 < 20 years – 35% up to 466 20 < 25 years – 45% up to 750 25 < 30 years – 55% up to 1100 30 < 35 years – 65% up to 1516 35+ - 65% up to 1,516 + 10% of all accrued hours over 2,333

SUMMIT COUNTY SHERIFF
DEPUTY UNIT
SERGEANTS AND LIEUTENANTS UNITS

SICK LEAVE CONVERSION UPON RETIREMENT
(Continued)

Tuscarawas County Sheriff	25% up to 240 hours (with at least 10 years of continuous service)
Wood County Sheriff	50% of accrued sick leave (with at least 10 years of service)
Wayne County Sheriff	25% up to 240 hours (with at least 10 years of continuous service)

Turning to the cost of the Union's proposal, the Sheriff calculates that each 1% increase in compensation would result in an additional \$7,754.00 for the last quarter of 2002 and \$25,255.00 for the full calendar year 2003.

Including the cost of an additional personal day paid at the overtime rate and the step compression proposed by the Union, the County would incur an additional \$165,000.00 expenditure over the current wage budget of \$3,025,425.00 for the first fifteen months of the Contract under the Union's proposal,

The Sheriff represents that its financial picture has seriously deteriorated, and that it can ill-afford to fund the Union's proposal.

In the first six months of 2002 the County experienced a 46% reduction in interest revenue and 1.5% reduction in both sales tax and local government fund revenue.

Twelve months earlier, as of October 31, 2001, the County's General Fund balance was \$10,576,491.00. Receipts for the twelve months ending on that date were \$22,190,124.00 while expenditures were only \$19,558,262.00.

Fast forwarding to October 1, 2002, the General Fund balance had shrunk to \$6,186,563.00, receipts dropped to

\$20,421,634.00 and expenditures had risen to \$20,713,775.00. The shrinkage in receipts, increase in expenditures and consequent reduction in General Fund balance continued in November, as the Union's presentation acknowledged.

Fact-Finder's Analysis and Findings:

The County's financial picture in 2002 mirrored the general nation-wide economic downturn. However, economic activity and hence tax revenues, are expected to pick-up significantly beginning in the second quarter of 2003. Interest rates have apparently bottomed-out, and perhaps will increase moderately over the remaining two years of the Contract, so that the County's interest income will at least be stable and even likely to increase.

While the General Fund balance steadily increased from a low of \$582,000.00 in 1992 to a high \$10,576,491.00 in 2001, the present balance, which exceeds \$5,800,000.00 is higher than in any year from 1990 through 1998 and represents more than 25% of estimated expenditures for 2003. The bond rating agencies consider a General Fund surplus of between 5% and 10% as adequate to assure favorable bond ratings and the credit worthiness of public agencies. Thus, the General Fund balance leads the Fact-Finder to conclude that the County has the financial

capacity to pay the wages sought by the Union. However, ability to pay the proposals is not necessarily the determinative consideration.

The County's financial resources, however significant, are finite, while the demands upon them for additional services and benefits to its residents are unlimited. Every dollar spent on compensation for County employees means \$1.00 less available to meet the programatic needs of its residents.

The question of what is a reasonable wage increase under the circumstances cannot be answered without the consideration of the compensation of Bargaining Unit members in comparison to their peers in other Sheriff Departments.

At present, the salaries of the Deputies and the Promoted Officers are in the middle of the compensation range.

The wage increases scheduled for their counterparts in comparable Departments for 2002 and 2003, to the extent that data is available, average between 3% and 4%.

To keep pace with the compensation of their colleagues in comparable Departments, and considering the exposure to health insurance premium increases, the Fact-Finder believes that the economic package for all Bargaining Unit

members should include a wage increase of 3% for the first year of the Contract, 3.5% in the second year of the Contract and 4% in the third year of the Contract together with a modest compression in the wage steps. Such enhancement will allow members of all of the Sheriff Department's Bargaining Units to maintain their rank vis-a-vis Deputies and Promoted Officers in comparable County Sheriff Departments, and will also assure that members' real wages will increase since inflation is likely to be held in check over the foreseeable future.

THE FACT-FINDER'S RECOMMENDATIONS:

Article 31 - Wages (Deputies Unit):

The Fact-Finder finds appropriate and recommends that Article 31, Section 1, 2 and 3 of the Deputies Unit's Contract be amended to read as follows:

"Section 1. Effective the beginning of the pay period which includes September 1, 2002, hourly rates of pay for bargaining unit employees shall be as follows:

<u>Sheriff's Office Service:</u>	<u>Hourly Rate:</u>
0 years	\$13.05
1 year	\$13.86
2 years	\$14.29
3 years	\$15.60
4 years	\$16.10
7 years	\$17.15
10 + years	\$18.15

"Section 2. Effective the beginning of the pay period which includes September 1, 2003, hourly rates of pay for bargaining unit employees shall be as follows:

<u>Sheriff's Office Service:</u>	<u>Hourly Rate:</u>
0 years	\$13.51
1 year	\$14.35
2 years	\$14.79
3 years	\$16.15
4 years	\$16.66
7 years	\$17.75
9 + years	\$18.79

"Section 3. Effective the beginning of the pay period which includes September 1, 2004, hourly rates of pay for bargaining unit employees shall be as follows:

<u>Sheriff's Office Service:</u>	<u>Hourly Rate:</u>
0 years	\$14.05
1 year	\$14.92
2 years	\$15.38
3 years	\$16.80
4 years	\$17.33
7 years	\$18.46
8 + years	\$19.54

Article 31 - Wages - (Sergeants & Lieutenants)

The Fact-Finder finds appropriate and recommends that Article 31, Sections 1, 2 and 3 of the Sergeants' and Lieutenants' Units Contract be amended to read as follows:

"Section 1. Effective the beginning of the pay period which includes September 1, 2002, hourly rates of pay for bargaining unit employees shall be as follows:

<u>Time In Rank:</u>	<u>Sergeant Hourly Rate:</u>	<u>Lieutenant Hourly Rate:</u>
0-1 year	\$18.86	\$21.78
1 year	\$19.62	\$22.65
2 years	\$20.45	\$23.56

"Section 2. Effective the beginning of the pay period which includes September 1, 2003, hourly rates of pay for bargaining unit employees shall be as follows:

<u>Time In Rank:</u>	<u>Sergeant Hourly Rate:</u>	<u>Lieutenant Hourly Rate:</u>
0-1 year	\$19.52	\$22.54
1 year	\$20.31	\$23.44
2 years	\$21.17	\$24.38

"Section 3. Effective the beginning of the pay period which includes September 1, 2004, hourly rates of pay for bargaining unit employees shall be as follows:

<u>Time In Rank:</u>	<u>Sergeant Hourly Rate:</u>	<u>Lieutenant Hourly Rate:</u>
0-1 year	\$20.30	\$23.44
1 year	\$21.12	\$24.38
2 years	\$22.02	\$25.36

VIII. Article 31 - Section 6 (New Section): Call In

Pay:

The 1999 Contract:

The 1999 Contract made no provision for premium pay for employees on "on-call" status.

The Union's Proposal:

The Union seeks on-call pay of \$1.00 per hour for Detectives.

The Union observes that the two Nurses employed by the County are paid \$1.00 per hour when they are on-call status.

When the Detectives are off-duty, one is always scheduled on-call in rotation each week so as to be available in the event investigatory services are required during non-duty hours. The Detective who is on-call for the week cannot drink alcoholic beverages, and is required to be at a location not more than thirty minutes distant from his home in order to promptly report for duty.

The Union considers this extra burden to be worthy of additional compensation.

The Sheriff's Proposal:

The Sheriff opposes the introduction of on-call pay.

The Sheriff argues that when employees are called back to work they receive a guaranteed minimum of two hours compensation, and the additional time is paid at the overtime rate. Of the nine Counties relied upon for

comparative purposes by the Sheriff, only three -- Ashland, Medina and Richland, offer Detectives special compensation.

It is not clear, however, whether the Detectives in the other Sheriff Departments are required to be "on-call".

Fact-Finder's Analysis and Findings:

The requirement that an employee be "on-call" when off-duty, is peculiar to the Detective Division. While obviously, the requirement "goes with the territory", since there are only three Detectives, it follows that for one-third of the year each is prohibited from drinking alcoholic beverages and disabled from long distance travel on their days-off. The Fact-Finder believes that these burdensome restrictions are worthy of at least token recognition in the wage structure. However, the \$1.00 per hour on-call compensation paid to the Nurses is not necessarily a model that should be followed. Their payments are really a form of base wage adjustment since one of the two Nurses must always be on-call, and their salaries are significantly less than those paid to the Deputies and members of the Promoted Officers Units.

The Fact-Finder believes that a \$.25 per hour on-call premium payable to the Detectives is reasonable and, considering that it applies only to three members of the

Bargaining Unit, does not impose a significant economic cost upon the County.

The Fact-Finder's Recommendations:

The Fact-Finder finds appropriate and recommends that Article 31, Wages be amended by the addition of a New Section 6 to read as follows:

"Section 6. All employees in the classification of Detective shall receive twenty-five cents (\$.25) per hour for all hours they are designated as being on-call, in addition to any other compensation to which they are entitled under this Agreement."

IX. Article 31 - Longevity Pay:

The 1999 Contract:

The 1999 Contract provided a five step annual longevity increment schedule beginning after twelve years of service as follows:

"Section 4. Bargaining unit employees shall be entitled to longevity compensation based upon completed years of full-time service with the Sheriff's Office as follows:

<u>Length of Completed Full-Time Service:</u>	<u>Annual Longevity:</u>
After 12 years	\$150.00
After 14 years	\$250.00
After 16 years	\$350.00
After 18 years	\$450.00
After 20 years	\$550.00

"The employee's annual longevity payment shall be divided by two thousand one hundred forty-five (2,145) and added to the employee's hourly rate of pay. Longevity shall not be cumulative, i.e., upon the completion of the applicable number of years of service an employee shall be eligible for the annual longevity amount for that category only, as set forth above."

The Union's Proposal:

The Union proposes a longevity payment of \$500.00 commencing on the date of the employee's tenth anniversary of full-time service and increasing by \$100.00 at each subsequent step to a maximum of \$2,500.00 on the thirtieth anniversary date.

The Union insists that the present schedule of longevity pay is "too little - too late". According to the State Employment Relations Board Clearinghouse Benefits Report issued September 23, 2002 which surveyed twenty-two Sheriff Departments, the vast majority of County Sheriff Departments offer longevity pay beginning at five or fewer years of service and provide significantly larger benefits after twelve years than the \$150.00 which Wayne County currently offers.

The Sheriff's Proposal:

The Sheriff proposes to maintain the existing schedule of longevity pay steps and amounts.

The Sheriff notes that while the employees in the Dispatchers Unit within the Commissioners' Office receive the same longevity pay benefits as the Sheriff Department Deputies and Promoted Officers, the civilian employees in the Sheriff's Department, the personnel in the Wayne County

Engineer's Office and most of the classifications in the Wayne County Children's Service Bureau do not receive longevity pay. Neither do non-Bargaining Unit employees.

The Sheriff concedes, however, that all of the County Sheriff Departments asserted as comparable, offer longevity pay commencing on an earlier anniversary date than set by Wayne County, and, with the exception of Wood County which does not provide longevity pay, these Departments grant a higher maximum longevity payment than does Wayne County.

The Fact-Finder's Analysis and Findings:

The comparable Sheriff Departments offer larger longevity payments and begin longevity entitlements after fewer years of service than does the Wayne County Sheriff Department.

During the life of the Contract it appears that only one additional Deputy will become eligible for longevity pay if the threshold step were reduced from twelve years to ten. Increasing by \$50.00 the longevity pay at each step would cost the County only some \$3,200.00 a year.

In view of the limited fiscal impact upon the County, the Fact-Finder believes it appropriate to begin the schedule of longevity pay after ten years of service and add an additional \$50.00 to each biennial step thereafter.

The Fact-Finder's Recommendations:

The Fact-Finder recommends that Article 31, Section 4 be amended to read as follows:

"Section 4. Bargaining unit employees shall be entitled to longevity compensation based upon completed years of full-time service with the Sheriff's Office as follows:

<u>Length of Completed Full-Time Service:</u>	<u>Annual Longevity:</u>
After 10 years	\$200.00
After 12 years	\$300.00
After 14 years	\$400.00
After 16 years	\$500.00
After 18 years	\$600.00

"The employee's annual longevity payment shall be divided by two thousand one hundred forty-five (2,145) and added to the employee's hourly rate of pay. Longevity shall not be cumulative, i.e., upon the completion of the applicable number of years of service an employee shall be eligible for the annual longevity amount for that category only, as set forth above."

VI. New Article - Residency Requirement:

The 1999 Contract:

The existing Contract does not contain any residency requirement.

The Sheriff's Proposal:

The Sheriff seeks to impose a residency requirement upon all new hires to Bargaining Unit positions. The Sheriff would, however, exempt all existing members of the Department who live outside the County. The County contends that it is important for all Deputy Sheriffs, regardless of rank, to live in and be a part of the County,

and to be readily accessible to report for duty in the event of emergencies.

The Union's Proposal:

The Union objects to the proposal as unnecessary.

The Fact-Finder's Analysis and Findings:

The Sheriff believes it appropriate for Deputy Sheriffs to live in and be a part of the community they serve. Such residency would increase their familiarity with the County, and hence their ability to more effectively perform their duties. Moreover, residency within the County would reduce their call-in reporting time in the event of emergencies.

Since the existing members of the Department who live outside of Wayne County are grandfathered out of this requirement, the Fact-Finder finds no persuasive reason why the requirement should not be adopted.

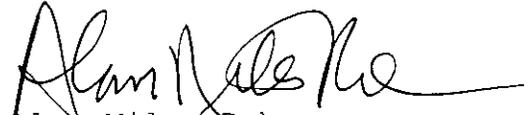
The Fact-Finder's Recommendation:

The Fact-Finder finds appropriate and recommends the adoption of a New Article 35 - Residency to read as follows:

Section 1. As a condition of employment, any employee hired after the effective date of this Contract who is not already a resident of Wayne County at the time of his hire must become a resident of the County within ninety (90) days after the end of his probationary period.

"Section 2. As a condition of continued employment, any current or new employee who is or becomes a Wayne County resident must remain a resident of the County for the duration of his employment with the Sheriff's Office.

Fact-Finder's Report signed, dated and issued at
Cleveland, Ohio this 9th day of January, 2003.



Alan Miles Ruben
Fact-Finder

AMR:ljg
Enc.