

State Employment Relations Board

STATE EMPLOYMENT  
RELATIONS BOARD  
2004 DEC -3 P 12:09

In the Matter of the Fact-finding between

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Fraternal Order of Police, Ohio Labor	)	
	)	
Council, Inc.,	)	SERB Case No. 2004-MED-02-0160
	)	
and	)	Corrections Officers
	)	
Clinton County Sheriff's Office.	)	
	)	
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	)	

Fact-finding Report

The State Employment Relations Board notified the fact-finder of his appointment by letter dated May 4, 2004. The bargaining unit was certified February 5, 2004, following an election on January 14, 2004, in Case No. 03-REP-09-0173. Since this is the first collective bargaining agreement between the parties, they elected to engage in negotiations and requested several extensions of time for fact-finding. The fact-finding hearing in this case was held on November 18, 2004, in Wilmington, Ohio. Barry L. Gray, Staff Representative for the Fraternal Order of Police, Ohio Labor Council, Inc., and Carl R. Burden, Corrections Officer, were present for the union. Brett Geary and Scott McKinley, Management Consultants, represented the employer while John Hosler, County Personnel Director, Brian L Prickett, Chief Deputy, and Mark Bronker, County Administrator, also appeared for the employer. Both parties submitted considerable evidence and argued for their positions.

Factors

The fact-finder considered the following factors in deciding the issues in this case. Normally past collective bargaining agreements are considered. However, since this is the first agreement between the parties, it is obviously not possible to consider this factor. A second factor is to make comparisons 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. A third factor is the public interest — “interests 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.” A fourth factor is the lawful authority of the public employer. A fifth factor is the stipulation of the parties. Finally, other factors were considered which are normally and traditionally taken into consideration in the determination of issue submitted to mutually agreed-upon dispute settlement procedures in the public

service or in private employment.

The fact-finder does not regard fact-finding as being like grievance, or rights, arbitration where the arbitrator determines if there are rights in the contract that should be enforced on behalf of an employee. In fact-finding, and interest arbitration, the fact-finder is present because the parties were unable to negotiate a collective bargaining agreement between themselves. The fact-finder then should endeavor to give them the agreement they would have reached if they had not reached a bargaining impasse. This often means that issues which might appeal to a fact-finder as just and fair are not recommended because it is not likely they would be agreed to by these two parties at this time and place. Recommendations which follow in this report should be seen in that light.

### Issues

The parties resolved a considerable number of issues during their bargaining. The issues that were agreed upon, tentative agreements, were included in the employer's fact-finding presentation at Tab 4. By agreement of the parties, the fact-finder recommends that these tentative agreements in Tab 4 of the employer's presentation be included in the collective bargaining agreement.

There are five unresolved issues which were presented in the fact-finding hearing. The issues were (1) dues deduction; (2) vacancies and bidding; (3) health insurance; (4) wages; and, (5) duration of the contract.

The SERB documents for this case can be found at the employer's Tab 1. The parties indicated that it "is the parties' intent to extend fact-finding, but not to create a mutually agreed upon dispute resolution procedure." The parties advised the fact-finder that he would have fourteen (14) days from the date of the hearing to complete the fact-finding report.

### Dues Deduction

The parties agree that membership in the FOP / OLC is available to all employees in the bargaining unit. The employer has agreed to deduct the dues of any employee who wishes to be a member of the FOP / OLC upon the employee voluntarily signing and submitting a written authorization for dues deduction. The procedure for this is set forth in Section 2.1 of Article 2 on Dues Deduction as submitted by the employer. There are other provisions included in the employer's Article 2 and the FOP / OLC's Article 2. Most of them do not constitute serious differences of the positions of the parties, but nevertheless will be dealt with later in this section.

The real issue between the parties is whether this Article on Dues Deductions should include language which requires the payment of a "fair share" fee by non-members of the union in the bargaining unit.

The union argues that it is required to bargain on behalf of all of the members of the bargaining unit and to administer the collective bargaining agreement on behalf of all members of the

unit. The union is required to file and process grievances for all members of the bargaining unit as well as to deal with various disputes which might arise between the employees and the employer. For these reasons, it is only fair that everyone pay for the activities that the union carries on for all employees. Some, although not all, of the bargaining units of Sheriffs in other counties have fair share provisions in the contracts.

The employer points out that this is the first contract between these parties and that the union has not yet carried its burden of representing the employees. The fact-finder notes that considerable negotiations effort and time has been invested by the union in this bargaining unit. The employer does not believe it should compel employees who are not members to contribute to the union's efforts. The employer points out that many interest arbitrators<sup>1</sup> have found that fair share should not be imposed by a third-party neutral, but rather should be the product of negotiations between the parties.

While the fact-finder would not say that fair share ought not ever be recommended in a fact-finding, or interest arbitration, there should be very compelling reasons that it is included. This would be evidence that the union is burdened with carrying numerous grievances and other matters for the non-members and that comparable contracts in other bargaining units almost unanimously have fair share clauses. This would support a belief by the fact-finder that the parties themselves probably would have bargained and agreed to a fair share provision if the negotiations had not stalled and reached impasse. The first agreement is not the one that the fact-finder should impose fair share on the non-members of the bargaining unit. Some time should pass to see what the costs to the union will be, especially for representing non-members.

For these reasons, the fact-finders **RECOMMENDS** that the parties agree to the Article 2 proposed by the employer. This will include Sections 2.1 through 2.8 of the employer's proposal at set out at Tab 2 of its presentation.

#### Vacancies and Bidding

On this issue, there are really two issues. The first is how to fill vacancies and the second concerns bidding by seniority on shifts.

The collective bargaining agreement will only cover one classification of employees — Corrections Officers.

The parties have reached a tentative agreement which the FOP believes covers the issue of vacancies. The tentative agreement is Article 2, FOP/OLC Recognition. The employer agrees with this up to a point. The employer wishes to make its decisions on initial hiring of Correction Officers on the basis of the ability of the applicant to perform the work.

The fact-finder recommends that the employer's proposed Article 14, Sections 14.1 and 14.2,

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<sup>1</sup> Ohio fact-finding is very similar, if not the same, as interest arbitration.

be included in the collective bargaining agreement. Obviously, the positions referred to are not included in this bargaining unit at this time, although they might be deemed to be accretions to the unit by SERB. That issue is better left to the time that it occurs, if it ever occurs, in the future. However, with respect to vacancies, the fact-finder recommends the following:

Section 14.1. Any vacancy, with the exception of a Corrections Officer vacancy, in the Corrections Division which the Employer intends to fill shall be posted for bid pursuant to this Article. With the exception the exception of a Corrections Officer vacancy, notices of vacancies shall be posted on one (1) bulletin board in each facility where employee notices are usually posted for ten (10) calendar days prior to filling the vacancy. The posting shall contain a description fo the position to be filed, special qualifications required or desired, and location and shift for reporting and working. Any interested employee shall submit a bid, in writing, within the posting period to the Employer or designee as listed on the posting In the selection of a successful applicant for a vacancy or retention of an individual, the following factors shall be considered.

- A. Ability to perform the work;
- B. Physical fitness.
- C. Records of attendance and discipline; and
- D. Seniority.

Only where factors A, B, and C are relatively equal shall seniority be the determining factor. It is the intent of the Employer or designee will notify any applicants with equal or greater seniority than the selected applicant who were passed over as to the reason for being passed over. In the even an employee or the Union grieves the Employer's selection, the grievant must clearly and convincingly demonstrate that the grievant who was passed over was the most qualified applicant for the posted vacancy.

If there are no qualified applicants for a position and an internal applicant is not the most qualified applicant, the position may be filled by a new hire. The Employer reserves the right to make temporary assignments due to staffing needs. Temporary position holders shall receive no additional credit in the applicant process.

Section 14.2. Bargaining unit employees may apply for any position in any other Division of the Clinton County Sheriff's Department, but shall not be given any preferential consideration. For example, a certified Peace Officer in the jail does not have an inherent right, and will not receive preferential consideration, to fill an open Sheriff's Deputy position. Employees within this bargaining unit may not be assigned or transferred outside of the Corrections Division.

The fact-finder is making this recommendation to help the employer in the administration of the jail. Since all of the positions in the bargaining unit are the same classification, it is not likely that this provision will affect those in the unit with respect to unit jobs.

The FOP strongly urges the fact-finder to recommend bidding within the bargaining unit on assignments to shifts and specific tasks (jobs) within the jail. At this time there is 1 intake officer, 2 housing officers, 1 charge officer, and 1 officer in central control. The union would like for the Corrections Officers to be able to bid on these jobs and on the shifts. It is easy to see why the

employees would like to use seniority to select various tasks and shifts.

The employer notes that there are now eight female Corrections Officers of the total of fifteen. The employer points out that there may be reasons to assign certain Corrections Officers to certain shifts based on gender. A female is needed for certain kinds of searches of the prisoners. It would not be good to have all of the experienced employees on one shift and all of the inexperienced ones on another.

The fact-finder believes it is in the public interest to allow the employer to assign the Corrections Officers to shifts and jobs based upon factors other than seniority. For that reason, the fact-finder RECOMMENDS that there not be a clause on bidding for shifts and jobs on the basis of seniority.

The FOP proposed that only members of the bargaining unit, Corrections Officers, be assigned to the jail. In the past, the Sheriff has used assignments in the jail to accommodate deputies who have temporary physical limitations. For example, one of the deputies is currently pregnant and cannot do the physical things necessary for assignment as a road deputy. She is temporarily assigned to the jail to accommodate her. The fact-finder finds it is in the public interest to allow the Sheriff to temporarily assign deputies to the jail to accommodate physical limitations and sometimes for prisoner control. The fact-finder RECOMMENDS that there be no clause restricting the Sheriff's ability to assign deputies to the jail, but does recommend that the parties agree to language that restricts the assignment of deputies to the jail to accommodation of health problems and control of prison population and that such assignments be temporary and determinable either by date or by a defined condition or circumstances.

### Health Insurance

Health insurance is one of the issues that is unresolved, at least in part. The parties do agree that the plan provided should be the current county-wide PPO health insurance plan.<sup>2</sup> This plan provides health insurance for all county employees and optional dental and vision coverage.

As is the case all over the country, the issue with health insurance is over what the employer and employee contributions to the total premium should be.

The FOP proposes that the employees pay 15 % of the premium. The employer proposes that the current employee contribution of 22 % remain in effect. The employer has agreed to cap the employee contributions at 25 % during the term of the agreement. Of course, by keeping the same percentage contributions, the employer and the employees will share in the cost increases. If the employees pick up an additional 3 % of the total premium, they would pay even more for their coverage. The proposal to up the employee contribution to 25 % is a non-starter and the fact-finder could never recommend it for the simple reason that it is highly unlikely that the employees would

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<sup>2</sup> The PPO is a self-insurance plan administered by United Medical Resources of Blue Ash, the third party administrator.

ratify it without a huge increase in wages. Dropping the employee contribution to 15 % seems to be the same—a non-starter. The employer would not likely agree to it since it would believe it should give the same benefit to all county employees even though it is technically and legally not required to do so.

In reality there are two plans offered to the county workers. The first is an 100/80 (after deductible) and the current monthly rates for this plan, family plan, are \$717.50 employer contribution and \$202.38 employee contribution for a total family premium of \$919.88 per month. This is, as the parties say, a 22 % employee contribution. The single plan for the 100/80 plan has a monthly employee contribution of \$71.62 and employer contribution of \$253.88. The other plan, called the 80/60 plan, provides less benefits but costs less. The 80/60 plan costs the employer \$557.02 and the employee \$139.26 per month for the family plan. The 80/60 plan costs the employee \$53.22 and the employer \$212.84 per month for a single plan. Sixteen Corrections Officers show on the employer's exhibit showing individuals and their coverage and employee contributions. Four of these are no longer employed by the Department. Two have no coverage. Six have single coverage and four have family coverage. Given that there are fifteen in the department, there is likely some omissions in this chart. At the hearing, the parties seemed to believe there are four family plans, six with no coverage, and five or six with single coverage. This brings the number to fifteen where it should be. There are not enough employees in this bargaining unit, especially employees on the family plan, to break the county if an increase in the employer's health insurance contribution is made. The significant cost is if the county elects to give the same to all other employees that it give to this bargaining unit and the other that it is currently bargaining with, the deputies.

The fact-finder looked at the comparable counties of Auglaize, Brown, Champaign, Crawford, Defiance, Fulton, Henry, Highland, Madison, Preble, Putnam, Shelby, Union, Van Wert, Williams, and Clinton.<sup>3</sup> While not all of them are broken down to percentages, it would appear that the Clinton County employer percentage of contribution is the lowest, or one of the lowest, of all the counties.

The fact-finder is mindful that these employees, Corrections Officers, are among the lowest paid in the county. They make \$9.50 per hour to start. In six months they are increased to \$10.50 per hour. In actual fact, however, the salary schedule is a crazy-quilt with the hourly rates variously for different Corrections Officers at \$11.60, \$9.50, \$11.84, \$11.15, \$11.38, \$11.15, \$11.15, \$12.18, and \$9.50.<sup>4</sup> The highest annual salary would be \$25,334 for the employee making \$12.18 per hour—about 63 % of the median income in Clinton County in 1999. The starting Corrections Officer has an annual salary that is ranked in the lowest 20% of incomes in the county. While the fact-finder is not certain that all of the jobs submitted by the FOP are comparable, especially since these Corrections Officers have very little experience as a result of this being a new endeavor in Clinton County. The fact-finder will look even more at these kinds of facts later, but for the purposes of

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<sup>3</sup> See Tab 6 (E).

<sup>4</sup> See the FOP's Tab 5.

dealing with the health insurance employee contribution is suffices to say that the Corrections Officers cannot pay very much of an increase.

The employer points out that the SERB 2003 Annual Report on the Cost of Health Insurance in Ohio's Public Sector increased a weighted average of 12.8 % for single and family coverage over 2002 levels. Based upon what seems to be happening in this area and has happened for the past twenty or more years, there is every reason to believe that annual increases will remain in the double digits. While the fact-finder agrees this puts pressure on public sector budgets, it puts as much or more pressure on the family budgets of public sector employees, especially if they are at the low end of the wage scale like the Corrections Officers.

The fact-finder does not believe the county can afford to bring the Corrections Officers to an 85 % - 15 % employer-employee contribution in this negotiation even though the comparables could justify it. For the following reasons the fact-finder makes this recommendation. (1) These employees do not make enough to absorb large insurance premium increases. (2) The comparables justify more than the following recommendation, but at least justify moving in the direction of lowering the percentage paid by the employee. (3) This recommendation is made in terms of percentage contributions because that is how the parties have historically dealt with it and the fact-finder is reticent to substantially change the way the parties have done it.

The fact-finder recommends that the employer contribute 79 % of the total premium for whatever plan is selected from the PPO plans by the employee during 2005. During 2006, the employer shall contribute 80 % of the total premium and the employee shall contribute 20%. During 2007, the employer shall contribute 81 % of the total premium and the employee shall pay 19 % of the total premium. The same percentages shall also apply to dental and vision if the employee elects to take coverage from these.

If we assume that there will still be four family plans (total premium \$919.88), six with no coverage, and five with single coverage (total premium \$325.50) then the employer's additional premium payment will be \$3.25 per month for the singles ( $5 \times \$3.25 \times 12 \text{ mo.} = \$195.00$ ) and \$9.20 per month for the four families ( $4 \times \$9.20 \times 12 \text{ mo.} = \$441.60$ ), the annual increase of the employer's contribution for 2005 will be \$636.60. Taking into account that there will probably be another double digit increase next year, the employer's contribution will be somewhat more. If one wishes to make the assumptions, one can calculate how much more. Even so, it is not likely that the increased employer contributions will keep the employee's dollar contribution the same. It is still likely to increase some.

It is **RECOMMENDED** that the FOP drop its proposals on life insurance and criminal defense insurance. There is nothing outrageous about proposing that an employer provide life insurance for employees. This is usually in an amount equal to the employee's annual pay.

This recommendation is one that both parties are likely to find somewhat lacking in terms of where they hoped the report would be. Nevertheless, sometimes the best collective bargaining

agreements are those that make each party a little unhappy. This is especially true when it comes to health insurance issues.

### Wages

There are three sub-issues that must be dealt with as a part of the wage issue. These are (1) the percentage of wage increase that should be paid to the employees; (2) the structure of the wage scale and pay for longevity; and, (3) the PERS (retirement) contribution.

A change in the structure of the wage scale and longevity payments are proposed by the FOP. The FOP proposes that the Corrections Officers be started at \$12.50 per hour for the first year with four additional steps of 1-3 years, 3-8 years, and 8-15 years of service. In addition to the steps, the FOP proposes that the Corrections Officers receive longevity compensation starting at year 5. The fact-finder does not find these to be totally outrageous proposals, but they do fall into that category of making fundamental changes to a wage structure which should be negotiated between the parties and not imposed by a third-party neutral. The comparables do support the notion that there might be length of service steps. For example, The Adams County Sheriff's Office pays its Jailers in steps of 0-2 years, 2-4 years, 4-6 years, 6-8 years, and over 8 years. The Brown County Sheriff's office has a 0-1 step, 1-2, 2-3, 3-4, and 5 or more years service. Likewise, the Highland County Sheriff has steps for its corrections officers and dispatchers with increasing hourly rates for each progressive step. This may be something that the parties may well negotiate about in the future and agree upon this substantive change in the salary structure, but the fact-finder will not recommend it. If it were included, it would pose costing problems for this contract that might well be beyond the fact-finder's ability to calculate since the costs would depend upon how long employees will stay in this job. Moreover, much of such a salary structure would be irrelevant for this contract since the Corrections Officers have limited years of service. The longevity pay should not be recommended either for the same reasons. Besides, longevity may be taken into account in future negotiations when the parties bargain wage percentage increases based upon what will hopefully be a more experienced work force.

The fact-finder prefers to keep his recommendation on wages as simple as possible to avoid imposing a wage structure that is one that should be negotiated by the parties and not imposed by a neutral. So, the only part of the wage issue that will receive a recommendation is what the percentage increase should be for the next three years. This is not entirely true, because the fact-finder does recommend the current step system that the Department uses. That is, it is recommended that the new hires receive \$9.50 plus the percentage increase recommended below for 2005 and \$10.15 plus the percentage recommended after six months. After one year, the Corrections Officers should receive \$11.15 per hour plus the recommended percentage. This is as far as the fact-finder will go with steps because it is as far as history in the Department goes.

What should the percentage increase be? The FOP proposes 4% along with steps and longevity that make its proposal far beyond the 4%. The employer proposes that each employee receive a 2% increase.

The County points to some rather grim budgetary facts. Five years ago the County had a \$2 million unencumbered cash balance.<sup>5</sup> On January 1, 2004, the County had an unencumbered cash balance of \$360,000. The 2005 budget estimate of the County shows anticipated revenues of \$10,021,343 and anticipated expenses of \$10,775,198 which would, if it comes true, result in a \$753,855 budget deficit. Unlike the U.S. Government, however, most local governments cannot run budget deficits. It appears that some budget cuts or finding revenues will be needed.

Much of the employer's presentation was based upon the FOP's proposals. The County contended that it would break the bank if all were to be granted. It well might if all were granted. However, the experience steps and longevity are no longer in play. The cost of the health insurance, even taking into account dental and vision which the fact-finder did not cost, will still be less than \$1,000 in the first year.

While the fact-finder does not doubt that the County's budget needs close scrutiny and expenditures may be exceeding revenues by too much, these expenditures are not rising as a result of paying Corrections Officers too much.

During 2004, all Clinton County employees, except those in the two newly organized bargaining units, received 2% raises. So, the Corrections Officers have not had a raise for nearly two years.<sup>6</sup> It could be said that they start out 2% behind the comparable county employees with whom they share a common employer.

Meanwhile, the Consumer Price Index is about 3.2% above a year ago. The fact-finder believes it is likely to continue to increase at 3.2% or more in the near future with energy and health care cost far exceeding that percentage. Nine of the fifteen comparable counties pay corrections officers more than Clinton County does although the fact-finder is cognizant of the fact that Clinton County Corrections Officers probably have less tenure than those in other counties simply because the program is relatively new. The FOP points out that the median home in Clinton County has a value of \$96,800 with a mortgage of \$888 per month. An entry level Corrections Officer would have to commit 54% of income in order to enjoy this home. It is not in the public interest to have Corrections Officers yearly fall behind the CPI increase and gradually lose ground to inflation in their public service jobs.

The future for Clinton County holds some promise of better times according to the FOP. DHL recently announced that it would consolidate hub operations in Clinton County. Without going into this exhaustively, this will lead to some good jobs for Clinton County residents and resulting tax revenues for the County. Population growth, home values, and business stats have risen recently. The fact-finder is persuaded by the FOP presentation that Clinton County may soon have better times. The

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<sup>5</sup> While it is not technically the same thing, we will call this the savings account.

<sup>6</sup> Obviously, those who reached six months or one year received raises, but the group has not received an across the board raise.

problem is that it is difficult to calculate

The County is now paying the Corrections Officers unit \$335,445.76.<sup>7</sup> Simple mathematics tells us that a 1% increase for all in the unit would cost \$3,354.45 for 2005.

The fact-finder notes that the Corrections Officers start the year 2% behind others facing a CPI increasing by 3.2%. They are 9<sup>th</sup> of 15 counties in lowest salary at \$23,192 as shown on the employers exhibit Tab 6 (K). Actually, 2080 hours (the normal year) times \$9.50 only yields \$19,760 while dividing the \$335,445 figure by 15 employees<sup>8</sup> yields \$22,363 per employee on average, well below the \$23,192 starting figure shown on Tab 6 (K). No doubt, there are explanations for these figures. Nevertheless, it is fair to say that the Clinton County Corrections Officers are not, to use a technical term, exactly setting the world on fire with their wages from a very responsible job.

The fact-finder RECOMMENDS a 3.5% increase for the Corrections Officers in 2005. This is implemented by increasing the starting pay of \$9.50 by 3.5% to \$9.83, still low as compared to other counties. This will partially make up for no raise in 2004 and actually leave the Corrections Officers somewhat behind the CPI, but with a better salary base for future raises. The \$10.15 per hour rate after six months shall be raised to \$10.51 and the \$11.15 per hour rate after one year will be raised to \$11.54 per hour. All Corrections Officers making more than these rates will be given a 3.5% raise for 2005.

This leaves the uneven and unexplainable differences between the Corrections Officers. However, the fact-finder is not inclined to dive into this area where the parties have not yet addressed it enough. It can be an issue for future negotiations between the parties.

The cost of a 3.5% increase in 2005 is approximately \$11,740 and added to the insurance increases makes the total cost of the package about \$13,000 for 2005 assuming a constant staff size.

It is RECOMMENDED that the percentage increase for 2006 be 3.25% to partially make up for the lack of a raise in 2004 and to keep pace with inflation. This increase should be implemented in the same way as the 2005 raise set out above. For example, the starting hourly pay will be \$9.83 in 2005 and will be increased to \$10.15 in 2006. Other changes will be made at 3.25%.

It is RECOMMENDED that the percentage increase for 2007 be 3.0%. This will help keep pace with inflation and somewhat soften the impact of insurance increases on the Corrections Officers. It may help them come closer to the middle of the wage scale paid by various county sheriff's offices in the area.

The fact-finder believes that the County can pay these increases without going into deficit spending. The County obviously has some cutting of budget requests that it must do for 2005 to bring

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<sup>7</sup> See the County's labor costing material at Tab 6 (L).

<sup>8</sup> A risky venture since there are so many variables that could affect it.

spending within its revenues. Even so, the Sheriff's Department is about 38% of that problem, not all of it. The \$492,684.36 total expenditures on the Corrections Officers is 5% of the \$10,775,198 expenses in 2004. This bargaining unit is 5% of the County's budget problems.

The FOP proposed a "me too" clause be added providing that the Corrections Officers receive the same pay increase that might be paid to other county employees. This "me too" clause will not be recommended because (1) it is probably a deal breaker, (2) the pay of other county employees might be raised for any number of reasons not relating to anything Corrections Officers do, and (3) it is not in the public interest to whipsaw the employer with these clauses which are usually put in by police who want to stay even with firemen, or vice versa. These clauses are not unheard of and do exist, but this fact-finder is not going to be the first neutral to recommend one. They are more appropriately bargained by the parties who can juggle all the financial balls that might affect them.

It is **RECOMMENDED** that the County continue to pay the employer's Ohio PERS contribution of 13.55%<sup>9</sup>, but it is recommended that the FOP drop its proposal that the County pick up any part of the Correction Officer's contribution. This is something that the parties should negotiate into a contract, not something a neutral should impose. Even so, the parties may want to consider it in the future for the federal tax benefits it may provide.

#### Duration

Anyone who has read this far in this report know that the fact-finder is **RECOMMENDING** a three-year contract. This is in the public interest, Department's interest, and employees' interest because it provides a period of stability following the organizing, election, and first contract negotiations. It also gives the County time to decide how to fund it and, to the extent the County may use zero based budgeting, gives the county a determinable labor cost figure for this unit of employees. The parties agree that three years is a fairly common duration for a collective bargaining contract in the Ohio public sector and both pretty much agreed they would like to have a three-year term assuming that they could live with the other parts of the contract, particularly the fact-finding recommendations.

#### Summary

The statute requires a summary of the recommendations. This summary follows here:

**RECOMMENDATION**      The parties shall incorporate their tentative agreements from bargaining into their final contract.

**RECOMMENDATION**      Article 2, Section 2.1 on **dues deduction** shall be included in the contract. The FOP should drop its proposal for inclusion of a "fair share" fee.

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<sup>9</sup> A very hefty contribution compared to some other public employment.

RECOMMENDATION Article 14, Sections 14.1 and 14.2 as proposed by the employer shall be included in the contract to deal with **vacancies**. The FOP should drop its proposals to have the employees **bidding** by seniority on shifts and job assignments.

RECOMMENDATION The employer's contribution to **health insurance** and dental and vision insurance shall increase for the year 2005 to 79%, and in 2006 to 80%, and in 2007 to 81%. All other FOP insurance proposals should be dropped.

RECOMMENDATION The hourly **wages** of the employees shall be raised by 3.5% in 2005, by 3.25% in 2006, and by 3.0% in 2007. All other FOP proposals concerning wages such as steps, longevity, and a "me too" clause, should be dropped.

RECOMMENDATION The **duration** of the agreement should be three years.

The fact-finder wishes to thank the parties for excellent presentations and the opportunity to serve as the fact-finder in this case.

These recommendations are respectfully made this 1<sup>st</sup> day of December, 2004,

By:   
Donald G. Russell, Fact-Finder