

I. BACKGROUND

The Fact Finder was appointed by the State Employment Relations Board (SERB) on July 14, 2005, pursuant to Ohio Revised Code Section 4117.14(C)(3). The parties mutually agreed to extend the fact-finding period until September 9, 2005 as provided in Ohio Administrative Code Rule 4117-9-05(G). The parties are the Ohio Patrolmen's Benevolent Association (Union), representing the Corrections Officers of the Sheriff's Department, and the Medina County Sheriff (County). Medina County is located in northeastern Ohio, south of Cleveland and west of Akron. The city of Medina is the largest city and county seat.

The fact-finding involves the Sheriff's Department of the County and its Corrections Officers, who work in the county jail. The bargaining unit is comprised of approximately sixty (60) employees, excluding part time, seasonal, and temporary employees. The unit is represented by the Ohio Patrolmen's Benevolent Association. The parties have had a collective bargaining relationship since 1996, when the County constructed its new correctional facility.

Prior to the fact-finding, the parties engaged in bargaining. The Sheriff's Department has several other bargaining units, its sergeants, deputies, and dispatchers. The Union represents these units, also. Negotiations with these units concluded prior to the fact-finding.

II. THE HEARING

The fact-finding hearing was held on August 24, 2005 at the Medina County Administration Building, 144 N. Broadway Street, Medina, Ohio. The parties provided pre-hearing statements. The hearing began at 10:00 a.m and adjourned at approximately 2:00

p.m. The parties attended, introduced evidence, and presented their positions regarding the issues at impasse. The parties jointly introduced the following exhibit into evidence:

1. Collective Bargaining Agreement, effective January 1, 2002 through December 31, 2004 (Agreement).

Additionally, the parties introduced the following exhibits into evidence:

Union Exhibits

1. Wage rate provisions of 1996-1998, 1999-2001, and 2002-2004 collective bargaining agreements.
2. Comparison chart of number of steps and years to top pay for various counties.
3. Comparison of Benefits of Four (4) Year Employee.
4. Comparison of Benefits of Four (4) Year Employee - Like Counties - Civilian Corrections Officers.
5. Comparison of Benefits of Four (4) Year Employee - Contiguous Counties - Civilian Corrections Officers.
6. Comparison of Benefits of Topped Out Employee - Contiguous Counties - Deputy Corrections Officers.
7. Pay Progression for Employee Hired in February, 2001 and Pay Progression for Employee Hired in February, 2003.
8. Medina County Comprehensive Annual Financial Report for the Year Ended December 31, 2004.
9. List of Corrections Officers.

County Exhibits

1. Wage rate provisions of 1996-1998, 1999-2001, and 2002-2004 collective bargaining agreements.
2. Comparables - Wages.
3. 2005 Extension Agreement between County and Union re Communications Technicians unit.

4. 2005 Extension Agreement between County and Union re Sergeants unit.
5. 2005 Extension Agreement between County and Union re Deputies.
6. Proposed 2005 Extension Agreement between County and Union re Corrections Officers.
7. Comparables - Field Training Officers
8. SERB 2004 13th Annual Report on the Cost of Health Insurance in Ohio's Public Sector.
9. Comparables - Health Insurance
10. Fact Finding Report of Harry Graham in SERB Case No. 03-MED-07-0736.
11. Conciliation Report of David M. Pincus in SERB Case No. 03-MED-09-1019.

The issues remaining at impasse for fact-finding included:

1. Sick Leave.
2. Insurances.
3. Field Training Officer Pay.
4. Roll Call Pay.
5. Rates of Pay.

The Ohio public employee bargaining statute provides that SERB shall establish criteria the Fact Finder is to consider in making recommendations. The criteria are set forth in Rule 4117-9-05(K) and are:

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

- (3) The 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;
- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties;
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

The Fact Finder hopes the discussion of the issues is sufficiently clear to the parties. Should either or both parties have any questions regarding this Report, the Fact Finder would be glad to meet with the parties to discuss any remaining questions.

III. ISSUES AND RECOMMENDATIONS

Unresolved Issues

Issue: Article XII, Sick Leave

County Position: The County seeks to amend Article XII by adding the following language:

12.12 The use of sick leave, other than for injury leave or leave utilized pursuant to the FMLA, on four (4) or more occasions in any twelve (12) month period, shall subject the employee to disciplinary action according to the following schedule;

<u>No. of Occasions</u>	<u>Discipline</u>
Four (4) times	Written reprimand
Five (5) times	One (1) day suspension/fine
Six (6) times	Ten (10) day suspension
Seven (7) times	Termination

- 12.13 An "occasion" for purposes of paragraph .01, above, shall mean the individual utilization of sick leave, regardless of the number of hours involved (e.g., one (1) hour, one (1) day of five (5) consecutive work days would be counted as one (1) occasion of sick leave.) Any time an employee reports back to work and begins working ends an occasion of sick leave. However, the first two (2) utilizations of sick leave for doctor appointments in any twelve (12) month period shall not be deemed an occasion, when: a) the Employer is advised at least twenty-four (24) hours in advance; b) the employee takes no other sick day in conjunction with the doctor's appointment; and c) the employee returns to work with a physician signed form prepared by the Employer.
- 12.14 Written cautions under this Section are not subject to the grievance procedure with the one (1) exception of the appropriate application of the grid (i.e., miscounting occasions to determine the appropriate level of discipline). In such cases, a grievance may be processed through Step 3.
- 12.15 Discipline involving a suspension under this Section is grievable only through Step 3, except grievances where the sole issue involves the determinations listed in paragraph 19.14, below.
- 12.16 Discipline may be waived upon a showing of error in the application of this provision or satisfactory evidence that the occasion was a result of a bona fide, unpredictable or recurring medical condition necessitating the employee's absence and the employee submits medical documentation substantiating the same. The employee shall provide any medical information required by the Employer upon the first day of return to work. Failure to provide the required information on the first day of return to work shall result in the absence being treated as a separate occasion.

Union Position: The Union objects to adding the proposed language.

Findings: The County Sheriff's Department has a problem with absenteeism. In 2004, the Department spent approximately two hundred fifty thousand dollars (\$250,000.00) on employee absences. Approximately one hundred forty one thousand dollars (\$141,000.00)

was spent as a result of absences by Corrections Officers. The other bargaining units within the Department have agreed to this language. (Er. Exs. 3-5). The language was the result of negotiations between the Department and at least one (1) of the other units. The County asserts that absenteeism has been a problem and it needs language to help address it. In return for this language, the County has offered to increase the amount of sick leave paid out upon retirement. The other units have agreed to this language and it is important to have consistency in all units. Additionally, the greatest absenteeism has been with the Corrections Officers. If the language is not included, the County will not be able to address absences in a consistent manner and will have limited means to address it in the bargaining unit where it is most needed. Finally, the language addresses employee concerns that legitimate absences will result in discipline.

The Union contends that the working conditions of the Corrections Officers differ from those of the other units. Corrections Officers are confined in the corrections facility with sick inmates and are required to deal with inmates even when sick. This leads to more illness within the group. Since the group is confined to the facility, illnesses are more likely to spread among and stay within the unit. Moreover, the current language is sufficient to address absenteeism. Paragraph 12.07 provides for discipline in cases of abuse or patterned use of sick leave.

The Fact Finder concludes that absenteeism is a problem that needs to be addressed. The evidence indicated a large amount of money being spent on absences, particularly within this unit. While paragraph 12.07 provides language to address abuse, that language is general. The language is also subject to the grievance procedure, which can result in varying penalties, and the subjectivity of the arbitration process. What one

(1) arbitrator finds to be cause for discipline another may determine to be insufficient. The proposed language provides for specific penalties for specific violations. This should lead to less variation in penalties. Additionally, the language provides ample protection to employees. Injury leave and FMLA leave are excluded from the proposal. The language also allows employees to have discipline rescinded upon a showing of error.

Finally, the other bargaining units have agreed to this language. Excepting this unit from the language would make it more difficult for the County to address absenteeism, especially since the Corrections Officers have been the greatest users of sick leave. It is likely that, if this unit is not subject to this language, the other units will attempt to have the language rescinded in the next round of bargaining. There is value to pattern bargaining. The Union's contention that the employees are exposed to sick inmates, resulting in greater illness, may have merit. However, other than anecdotal evidence, it was not supported by the record.

Recommendation: The Fact Finder recommends that Article XII be amended to include paragraphs 12.12 through 12.16 as set forth above.

Issue: Article XV, Holidays, Section 15.04, Personal Days

Union Position: The Union requests an increase in personal days permitted by Section 15.04 from the current one (1) to three (3) days.

County Position: The County objects to an increase in personal days.

Findings: Although the Union is seeking additional personal days, this is an issue relating to wages. The Union claims that bargaining unit employees are required to report to work five (5) to (10) minutes prior to their shift, yet are not paid for this time. Rather than be paid

for this time, the unit seeks compensation in the form of two (2) additional personal days. While Corrections Officers are paid for their lunch time, that is the norm in law enforcement. For example, the Deputies work an eight (8) hour shift with a paid lunch.

The County points out that the bargaining unit is not required to report early. Employees are not disciplined for not doing so. Also, the Union does not take into consideration that employees are paid for their thirty (30) minute lunch, so they only work a seven and one-half (7½) hour shift. Finally, the parties have already agreed to an additional personal day. Granting two (2) more would provide this unit with a total of four (4).

Given the evidence presented to the Fact Finder, he cannot recommend additional personal days be made part of the Agreement. While the Union asserts employees are required to report early, the County disputes that contention. The County observes that employees are paid for lunch, but the Union rebuts that this is the norm in law enforcement. The record simply does not support additional time. Also, the parties have agreed to an additional personal day. Granting two (2) more would be seem to be out of the norm. Moreover, this issue implicates the Fair Labor Standards Act. Granting additional personal days would not necessarily resolve it. The Fact Finder concludes that it is best left to the parties to negotiate a resolution that specifically addresses the issue of shift start times.

Recommendation: The Fact Finder recommends that Article XV, Section 15.04 not be amended to reflect an additional two (2) personal days.

Issue: Article XXII, Insurances

County Position: The County proposes to delete the entire Article and replace it with the following provisions, effective August 1, 2005:

- 22.01 The Employer shall provide managed health care programs as follows.
- 22.02 There will be a high benefit plan (Plan A) with a per person deductible of two hundred fifty (\$250.00) dollars per single or five hundred (\$500.00) dollars per family. Following the deductible there will be a 90/70 co-pay until the single employee has expended a maximum of one thousand (\$1,000.00) dollars or the family has expended two thousand (\$2,000.00) dollars. After this is met, eligible expenses from a network provider will be fully paid. However, if an employee elects to use a doctor or hospital which is out of the network, there will be a 70/30 co-pay until the single employee has expended a maximum of two thousand (\$2,000.00) dollars or the family has expended four thousand (\$4,000.00) dollars. After this is met, eligible expenses from a non-network provider will be fully paid, except for the initial deductibles of five hundred (\$500.00) dollars, individual, and one thousand (\$1,000.00) dollars, family.
- 22.03 The Plan will include a managed prescription drug program wherein drugs are to be purchased at one of many network pharmacies and will include a mandatory mail order drug program providing twenty-five (\$25.00), fifty (\$50.00) and eighty-seven dollars and 50/100 (\$87.50) dollar co-pay deductibles. A retail pharmacy program that includes a ten (\$10.00), twenty (\$20.00), and thirty-five (\$35.00) dollar co-pay deductibles. Dental coverage will remain as current.
- 22.04 The Plan will provide well child care (for children ages 0-9) including inoculations and vaccines which will be a covered expense up to one hundred fifty (\$150.00) dollars per year per person when using in network providers. There will be provided an adult physical not to exceed three hundred (\$300.00) dollars per person every two (2) years when using in network providers. These amounts are subject to deductible and co-insurance provisions above.
- 22.05 The insurance benefits provided in Plan A of this Article shall be reduced when, or to the extent, they are duplicated or supplemented in whole or in part resulting from federal or state statutes requiring such benefits or by any employer paid insurance plan under which an employee may be listed as a spouse or dependent.

- 22.06 Employees shall contribute ten (10%) percent of the plan's actuarially estimated cost each month.
- 22.07 There will be a lower level benefit plan (Plan B) with a per person deductible of seven hundred fifty (\$750.00) dollars per single or one thousand five hundred (\$1,500.00) dollars per family. Following the deductible there will be an 80/20 co-pay until the single employee has expended a maximum of two thousand two hundred fifty (\$2,250.00) dollars or the family has expended four thousand five hundred (\$4,500.00) dollars. After this is met, eligible expenses from a network provider will be fully paid. However, if an employee elects to use a doctor or hospital which is out of the network, there will be a 60/40 co-pay until the single employee has expended a maximum of four thousand five hundred (\$4,500.00) dollars or the family has expended nine thousand (\$9,000.00) dollars. After this is met, eligible expenses from a non-network provider will be fully paid, except for the initial deductibles of one thousand five hundred (\$1,500.00) dollars, individual and three thousand (\$3,000.00) dollars, family.
- 22.08 The Plan will include a managed prescription drug program wherein drugs are to be purchased at one of many network pharmacies and will include a mandatory mail order drug program providing twenty-five (\$25.00), fifty (\$50.00) and eighty-seven fifty (\$87.50) dollar co-pay deductibles. A retail pharmacy program that includes a ten (\$10.00), twenty (\$20.00), and thirty-five (\$35.00) dollar co-pay deductibles. Dental coverage will remain as current.
- 22.09 The Plan will provide well child care (for children ages 0-9) including inoculations and vaccines which will be a covered expense up to one hundred fifty (\$150.00) dollars per year per person when using in network providers. There will be provided an adult physical not to exceed three hundred (\$300.00) dollars per person every two (2) years when using in network providers. These amounts are subject to deductible and co-insurance provisions above.
- 22.10 The insurance benefits provided for in Plan B of this Article shall be reduced when, or to the extent, they are duplicated or supplemented in whole or in part resulting from federal or state statutes requiring such benefits or by any employer paid insurance plan under which an employee may be listed as a spouse or dependent.
- 22.11 The Employer shall provide a group term life insurance policy for each full-time employee in the amount of twenty thousand (\$20,000.00) dollars.
- 22.12 Employees shall contribute five (5%) percent of Plan B's actuarially

estimated cost each month.

22.13 The Employer will make every effort, but does not guarantee, to permit any bargaining unit employee who desires to purchase at their cost additional life insurance through the County Plan.

Union Position: The Union opposes the County's proposal to make the changes effective August 1, 2005. It proposes to make any changes effective January 1, 2006. It also seeks to cap the premiums paid by employees at thirty dollars (\$30.00), sixty-five dollars (\$65.00), and one hundred five dollars (\$105.00), respectively.

Findings: The County argues that health costs continue to increase dramatically and employees should share part of those increases. The SERB 2004 13th Annual Report on the Cost of Health Care Insurance in Ohio's Public Sector (Er. Ex. 8) indicates that, in counties of similar size as Medina, the average employee contribution to health care is thirty-nine dollars and eighty-four cents (\$39.84) for individual coverage and one hundred nineteen dollars and ninety-eight cents (\$119.98) for family coverage. This is in line with the proposal. Additionally, the proposal has been accepted by all other bargaining units, including the other units in the Sheriff's Department. (Er. Exs. 3-5). None of these units negotiated a cap. Again, the County seeks a pattern settlement. Negotiating a different plan for the Corrections Officers will require additional administrative costs and will encourage the other units to seek caps on coverage in the next round of bargaining. Finally, ten percent (10%) premiums are reasonable. State Corrections Officers currently pay fifteen percent (15%) premiums for their health care. For those employees who are

concerned about the ten percent (10%) premium, the County is providing a Plan B with only a five percent (5%) premium.

The Union contends that state Corrections Officers are not relevant since they have a different funding source, the state rather than a county. Currently, the unit has no objection to the ten percent (10%) dollar figures. However, given the always increasing costs of health care, those figures could increase dramatically and may require employees to pay an inordinate amount within a short time. For example, the contribution doubled in 2003 from fifty-five dollars (\$55.00) to one hundred ten dollars (\$110.00). Adding caps to the proposal will resolve that concern. Moreover, the other bargaining units received pay increases retroactive to January 1, 2005. The County is asking this unit, however, to pay increased health care premiums without making any pay increase retroactive to January 1. In other words, it seeks a pattern settlement, but is not willing to stick with the pattern when it comes to pay increases.

There is no question that health care costs are becoming an ever larger cost to employers. In the Fact Finder's experience, health care coverage has often been more of a sticking point between labor and management in recent years than wage rates. Given the double digit increases in health care coverage that have become routine, it is not surprising that employers ask employees to share a greater portion of those costs and that employees balk at such requests. That said, there is little doubt that the trend is for employees to take on an increasing share of those costs. Additionally, the other County bargaining units have agreed to this proposal. It would be a burden upon the Employer

to have to administer two (2) separate cost structures if this unit negotiated caps to the premiums. It would also very likely cause the other units to seek caps during the next round of negotiations. As stated above, there is benefit to pattern bargaining, which prevents one (1) party from being whipsawed by the other when a different bargain is negotiated, that works both ways. In short, there is something akin to a presumption that pattern bargains will remain the pattern.

To overcome that presumption, the party seeking to deviate from the pattern must make a showing of a particular need or difference in circumstances justifying the deviation. The Union has shown no such need or difference in circumstances in this case. While it points to the County's proposal to not pay a wage increase retroactively, that alone is not sufficient in the Fact Finder's view. It is only a temporary situation at best. Even if the pay increase were made without retroactivity, it only affects the unit this year. Going forward, there would be no difference in circumstances justifying caps for this unit. On this record, the Fact Finder concludes that there is no evidence justifying a cap in premiums solely for this unit.

Recommendation: The Fact Finder recommends that the language of Article XXII be deleted and replaced with the County's proposed language above, effective August 1, 2005.

Issue: Article XXVIII, Rates of Pay, Section 28.07, Training Officer

Union Position: The Union seeks an increase in the pay for Field Training Officers (FTOs). The current level is two hundred dollars (\$200.00) each for at least four (4)

FTOs. The Union proposes to raise the amount to five hundred dollars (\$500.00) for each FTO, plus one hundred dollars (\$100.00) to each FTO for every employee over one (1) an FTO trains in a year, not to exceed one thousand dollars (\$1,000.00) per year.

County Position: The County opposes any increase in FTO pay.

Findings: The Union asserts that the FTO serves an important function. The FTOs train new Corrections Officers. Not only is the training vital, but the FTO is also responsible for informing the Sheriff whether a new employee is adequately learning the functions of the job. If not, appropriate action must be taken to ensure the trainee is properly trained. Additionally, the other Sheriff units receive training pay. Since there is greater turnover in this unit than the other units, FTOs deserve additional compensation than they currently receive.

According to the County, the Agreement requires the Sheriff to designate four (4) FTOs. Thus, they receive training pay even if they do not train anyone. While there is turnover in the unit, it is only ten percent (10%), or approximately six (6) per year. This is not so great as to require additional pay. The County pays Deputies one hundred dollars (\$100.00) to train road officers, training that is more involved and takes longer. Finally, looking at comparables, Lorain County, who uses Deputies, pays one dollar (\$1.00) per hour for actual training. Cuyahoga, Ashland, and Wayne counties provide no training pay. (Er. Ex. 7).

There is no question that training new Corrections Officers is an important function. Without properly trained new employees, particularly in a corrections facility, serious

problems are likely to result. Since the Union is requesting additional compensation here, it has the burden to justify the increase. On this record, though, it has not satisfied that burden. Corrections Officers currently receive two hundred dollars (\$200.00) even if they train no one. This amount is greater than that received by the Deputies, training that is more involved and requires a longer period of time. Moreover, when compared to adjacent counties, this unit receives far more in training pay than any other unit. The only other unit to receive training pay is Lorain County, which uses Deputies and pays only one dollar (\$1.00) per hour.

Recommendation: The Fact Finder recommends no change in Article XXVIII, Section 28.07.

Issue, Article XXVIII, Rates of Pay

Union Position: The Union proposes to increase the current wage scale by three and one-half percent (3.5%) effective January 1, 2005. The wages would be paid according to the following schedule:

Step 1	\$29,812.00
Step 2	\$32,198.00
Step 3	\$34,773.00
Step 4	\$37,555.00
Step 5	\$39,920.00

Additionally, the Union proposes to add the following language:

Effective January 1, 2005, and at all times thereafter, employees shall be placed on the wage scale in exact accordance with their years of service.

County Position: The County agrees to the three and one-half percent (3.5%) wage increase. It does not agree on the effective date, however. Rather, it proposes the increase be effective on August 1, 2005 to coincide with the effective date of the health care plan. The County opposes adding the language that employees will be placed on the wage scale according to their years of service.

Findings: As to the three and one-half percent (3.5%) wage increase, the Union contends that this has been the pattern of settlement. The other Sheriff's units received it effective January 1, 2005. The Corrections Officers should receive it with the same effective date. The County's proposed August 1 date is arbitrary and capricious when viewed in this light. As to placement on the wage scale, the Union posits that Medina County is growing and has plenty of money. In fact, it is the second wealthiest county in the state. It has sufficient money to place all employees at the proper step in the wage scale. (Un. Ex. 8). As a result of the 2002-4 Agreement, certain employees will not be able to reach the top step in the pay scale after four (4) years, which is the current progression. (Un. Ex. 7). The Union seeks language that will place all employees in the pay scale according to their years of service. Moreover, this will put them more in line with comparable employees. (Un. Exs. 2-6).

The County agrees that there are certain inequities. The original pay structure set up during fact-finding and conciliation was too low. However, the Sheriff's Department is the largest general fund item for the County, consisting of approximately fifty percent (50%) of the general fund. It could not afford to remedy the pay structure all at once. In

1999, the parties negotiated the pay scale and Corrections Officers received generous bonuses. To shorten the steps to four (4), employees had to be put back one (1) step so as not to create inequities. While this created other problems, those could not be avoided. To place these employees at the step requested would cost the County approximately sixty thousand to eighty thousand dollars (\$60,000.00-\$80,000.00) for a full year. Corrections Officers have received very good wage increases over the years, the largest in the County. Adding this to those increases is too much. Finally, the three and one-half percent (3.5%) increase should go into effect on August 1, 2005, when the health care plan is effective.

The Fact Finder concludes that the three and one-half percent (3.5%) wage increase should be effective January 1, 2005. The increases the County negotiated with the other Sheriff's bargaining units are effective on that date. (Er. Exs. 3-5). On other issues, the County has repeatedly argued that the pattern settlement should hold. Yet it believes the pattern should be broken for the wage increase. It has made no showing, however, as to why the pattern should not be followed here. The August 1 date is tied to the health insurance plan, but the other units received the increase beginning January 1 even though the effective date of the insurance plan for them was May 1 of this year. What is good for the goose is good for the gander. As stated above, there is value in pattern settlement for both sides. The Corrections Officers should receive the increase retroactive to January 1, 2005.

The County built a brand new jail in 1996. The first collective bargaining agreement set up two (2) separate wage scales, one (1) for Deputies and sworn Deputy Corrections Officers and one (1) for civilian Corrections Officers. (Un. Ex. 1). The scale for civilian Corrections Officers did not have steps. Rather, it provided that Corrections Officers would earn a set salary for each year of the Agreement. The County subsequently decided to hire only civilian Corrections Officers. In the 1999-2001 Agreement, the parties set up a six (6) step wage scale. In the 2002-4 Agreement, the parties reduced the number of steps to five (5) so that an employee would attain the top step after four (4) years of employment. To reduce the number of steps by one (1), though, certain employees were required to go to a lower step in the scale. In doing so, this created certain inequities in the pay scale. In short, those Corrections Officers hired prior to January of 1999 have reached the top step since they have the required number of years of service. Any employees hired beginning in January of 2003 will be able to reach the top step after four (4) years, since that scale had been negotiated in the 2002-4 Agreement. Corrections Officers hired between January of 1999 and January of 2003, however, were required to step back in the pay progression. Thus, it will take them up to six (6) years of service to reach the top pay rate. As a result, there are employees hired after January 2003 who are at a higher pay rate than Corrections Officers hired before them.

Currently, there are twenty-four (24) Corrections Officers hired between January 1, 1999 and January 1, 2003. (Un. Ex. 9). The first of these officers will reach the top

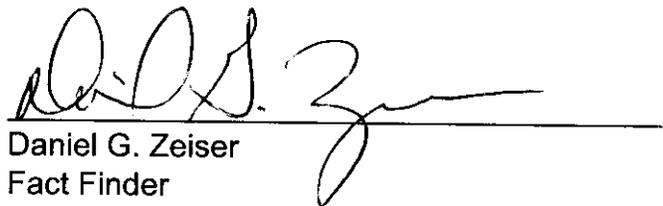
step in October of this year, six (6) years after he was hired. The last will reach it in November of 2007, five years after his hire date. Let us call him Officer A. Meanwhile, the first officer hired after January 1, 2003, let us call her Officer B, will reach the top step on January 1, 2007, almost one (1) year before Officer A. Additionally, given the salary scales negotiated during the last two (2) Agreements, Officer B earns as much, if not more, than approximately ten (10) officers who were hired more than a year prior.

The County recognizes the inequity present in the unit. It contends that the inequity was necessary to accommodate the unit's request for a compressed wage scale and that all will work out in the end. While this is true, it is time to end the situation. Employees working side by side with less senior counterparts who earn as much if not more than they can cause resentment and poor morale. The Fact Finder is mindful of the County's position that placing all twenty-four (24) officers at the step according to their years of service will cost the County a large amount of money. During negotiations, the County proposed placing fifteen (15) officers at the proper step effective October 1, which would reduce the County's payout this year. The Fact Finder concludes that properly placing only fifteen (15) Corrections Officers will not resolve the situation. Inequities will still exist and further resentment is likely within the group of nine (9) officers left out. Using the October 1 date to lessen the County's exposure, however, is reasonable. Based on the record, the Fact Finder concludes that the, effective October 1, 2005, all employees should be placed on the pay scale in accordance with their years of service.

Recommendation: The Fact Finder recommends that Article XXVIII be amended to include the following language:

Effective October 1, 2005, and at all times thereafter, employees shall be placed on the wage scale in exact accordance with their years of service.

Dated: September 7, 2005



Daniel G. Zeiser
Fact Finder