FACT FINDING TRIBUNAL
STATE EMPLOYMENT RELATIONS BOARD
COLUMBUS, OHIO

IN THE MATTER OF FACT FINDING BETWEEN	
HAMILTON COUNTY SHERIFF, PUBLIC EMPLOYER	**REPORT OF THE FACT FINDER -**
-AND-	**RECOMMENDATIONS AND RATIONALE**
HAMILTON COUNTY DEPUTY SHERIFF SUPERVISOR ASSOCIATION, EMPLOYEE ASSOCIATION	

SERB CASE NO.:	2014-MED-09-1228
BARGAINING UNIT:	All Hamilton County Corrections Supervisors (Corrections Sergeants, Corrections Lieutenants and Corrections Captains) employed by the Hamilton County Sheriff.
INCLUDED:	Corrections Sergeants, Corrections Lieutenants and Corrections Captains.
EXCLUDED:	All other Employees.
MEDIATION SESSION FACT FINDING HEARING:	April 16, 2015; Cincinnati, Ohio
FACT FINDER:	David W. Stanton, Esq.

APPEARANCES

FOR THE EMPLOYER

Brett A. Geary, Management Consultant
Lindsay Mongenas, Management Consultant
David Helm, Human Resources
Keith L. Clepper, Administrative Assistant
John Bruggan, Budget Director

FOR THE UNION

Stephen S. Lazarus, Attorney
Ross M. Gillingham, Attorney
John M. Magee, Chair
Kyran P. Weithofer, Vice-Chair
Brian Hensley, Secretary
Michelle Moore, Treasurer

ADMINISTRATION

By e-mail correspondence dated March 5, 2015, from Donald M. Collins, General Counsel for the State Employment Relations Board, Columbus, Ohio, the undersigned was notified of his mutual selection to serve as Fact Finder to hear arguments and issue recommendations relative thereto pursuant to Ohio Administrative Code Rule 4117-09-05(J), in an effort to facilitate resolution of those issues that remained at impasse between these Parties. The impasse resulted after numerous attempts to negotiate a successor Collective Bargaining Agreement proved unsuccessful.

Through the course of the administrative aspects of scheduling this matter, the Fact Finder discussed with these Parties the overall collective bargaining “atmosphere” relative to the negotiation efforts by and between them and learned that overall these Parties have enjoyed, and will likely will continue to enjoy, what can be best characterized as a mature and amicable, yet one achieved by incremental measures, collective-bargaining relationship.

On April 16, 2015, at the offices of the Hamilton County Administration, 138 East Court Street, Cincinnati, Ohio, the Parties engaged in mediation facilitated by the Fact Finder and despite these efforts, the remaining unresolved issues remained at impasse. The Parties have stipulated that tentative agreements reached prior to the Mediation/Fact Finding, as identified herein, be included in the successor Collective Bargaining Agreement upon its ratification and approval. During the course of the Fact Finding Hearing, each Party was afforded a fair and adequate opportunity to present testimonial and/or documentary evidence supportive of positions advanced. The evidentiary record of this proceeding was subsequently closed upon the conclusion of the

Fact Finding Hearing. Those issues that remained at impasse, following the unsuccessful Mediation efforts engaged in by the Parties and the undersigned are the subject matter for the issuance of this Report.

STATUTORY CRITERIA

The following findings and recommendations are hereby offered for consideration by the Parties; were arrived at based on their mutual interests and concerns; and, are made in accordance with the statutorily mandated guidelines set forth in Ohio Administrative Code Rule 4117-9-05(k) which recognizes certain criteria for consideration in the Fact Finding statutory process as follows:

1. Past collectively bargained agreements, if any, between the Parties;
2. Comparison of 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 and the ability of the Public Employer to finance and administer the issues proposed and the effect of the adjustment on a normal standard of public service;
4. The lawful authority of the Public Employer;
5. Any stipulations of the Parties; and,
6. Such other factors not confined in those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute settlement procedures in the public service or in private employment.

THE BARGAINING UNIT DEFINED:
ITS DUTIES AND RESPONSIBILITIES TO THE COMMUNITY;
AND, GENERAL BACKGROUND CONSIDERATIONS

The Hamilton County Sheriff's Office, hereinafter referred to as the "Public Employer" and/or the "Employer," is party to a Collective Bargaining Agreement, Joint Exhibit-1, with the Hamilton County Deputy Sheriff's Supervisors Association, hereinafter referred to as the "Employee Organization" and/or the "Union." As set forth in the predecessor Collective Bargaining Agreement between the Parties, with an effective date through December 18, 2014, Article I, titled "Association Recognition," sets forth the Bargaining Unit as follows:

> Section 1.1
>
> The Employer recognizes the Association as the sole and exclusive Representative of all full-time Employees in the Bargaining Unit certified by the SERB in Case No. 99-REP-02-0018 on June 3, 1999, and amended on November 18, 1999, in Case No. 99-REP-10-0240.
>
> Included: All Hamilton County Corrections Supervisors (Corrections Sergeants, Corrections Lieutenants and Corrections Captains) employed by the Hamilton County Sheriff.
>
> Excluded: All other Employees.

* * * * *

The Bargaining Unit consists of approximately 30-36 Employees and is charged with the detention of prisoners in Hamilton County. They are not sworn Officers and are not required to carry firearms and/or make arrests. Franklin County Corrections Supervisors, as relied upon by the Union, *are* sworn Officers. The Corrections Captain Classification is unique to Hamilton County. The staffing ratio - Officer to Inmate - is approximately one (1) Officer to 90 Inmates for Hamilton County compared to Summit County 1 Officer to 42 Inmates; Butler County 1 Officer tom 48 Inmates; and, Franklin County 1

Officer to 60 Inmates, respectively. Moreover, a Hamilton County Corrections Sergeant at 10 years' service makes approximately 16% less than the comparable averages proffered by the Union; while a Corrections Lieutenant makes approximately 16% less than the comparables average; and, a Corrections Captain, a Classification unique to Hamilton County, makes approximately 0.69% less than the comparables average.

The Employer notes its Wage proposal - 22% differential above a Corrections Officer's top step base hourly rate for a Corrections Sergeant; 16% differential above a Corrections Sergeant's base hourly rate for Corrections Lieutenant; and, a 16% differential above the Corrections Lieutenant base hourly rate for the Corrections Captain - would equate to an hourly base wage for Corrections Sergeants of $27.60, $28.16 with Longevity; Corrections Lieutenants would earn $32.02, $32.66 with Longevity; and, Corrections Captains being 16% higher than the Corrections Lieutenant. This Bargaining Unit has realized a 2% increase in 2010; 3% in 2011; no wage increase for 2012; 3% in 2013; and, approximately 5% in 2014. While the Employer has not raised any inability to fund and/or administer any economic enhancements herein, it does, however, caution the Fact Finder not to prioritize the spending of the County Commissioners. Moreover, based on the County commissioned Reports from the firm Greenwood & Streicher, LLC recognized the inadequate staffing levels and its effect on safety and the decrepit facilities within the County's Jail. That Report indicated, "[b]luntly, HCSO is one serious confrontation away from a catastrophe – a riot or a Deputy, civilian employee, visitor or an inmate killed – due to its understaffed correctional facilities".

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According to this evidentiary record, the Cincinnati Metro area added approximately 7,000 jobs during February 2015 and approximately 19,000 jobs over the last year. The unemployment rate of Hamilton County of 4.8 for February 2015 represents a 1.7% decrease since February 2014. It maintains home offices to 400 of the Fortune 500 Companies that have a presence in the Greater Cincinnati area. The following Fortune 500 Companies are headquartered in the Greater Cincinnati area: the Kroger Company, Proctor and Gamble, Macy's, Ashland, Inc., Fifth Third Bank, AK Steel, Omnicare, Inc., American Financial Group and the General Cable Corporation. The Greater Cincinnati area is also home to the General Electric Company and its aviation subsidiary within the County. The record also demonstrates that other Companies are making long-term and significant investments in Hamilton County as well as hiring employees for these endeavors. The record also demonstrates there are also numerous other activities and events and planned improvements in Hamilton County that will likely yield an increase in employment opportunities as well as a tax revenue base both from income and income from property tax assessments.

The area has also seen an increase in the regional health care industry wherein various facilities and health care providers have expanded and the tourism and sporting events continue to provide income into the County as demonstrated in the evidentiary record, particularly documentation from Cincinnati USA Convention & Visitors Bureau, not to mention the City of Cincinnati's hosting of Major League's Baseball All-Star Game in July 2015. The evidence suggests the local economy is trending above the national average based on expanding local and international corporations' property development, the growth of hospitals and other medical companies, local events providing a draw for a number of people to local businesses as national organizations are bringing members as participants to conventions and to reiterate the hosting of the Baseball All-Star Game.

The Hamilton County Board of County Commissioners has appropriated a structurally balanced General Fund budget of $201.8 million, and though the 2015 budget is slightly more than the 2014 budget, an increase of $1.5 million, that budget is still below the estimated 2014 expenses. The Sheriff's Office has struggled to operate within its budget. The 2015 recommended General Fund budget for Hamilton County as prepared by the County Administrator was $210.7 million which represented $3.17 million or 1.5% from 2014 expected projected expenditure level and maintain current service levels. 2015 revenue estimates are essentially level with the 2014 budget. The sales tax, the largest single General Fund item comprising one-third of the total, is $1.9 million below the 2014 collections due and has slowly increased to an average of 4.5% per year since it fell 7.3% in 2009. The 2015 projected revenue from service fees is $ 45.8 million; the property tax revenue is budgeted $500,000 below the 2014 collection level due to projections at $36 million based on recession attributing to a decrease of $3.7 million in collections from 2011. Intergovernmental revenue is relatively stable from 2014 to 2015. The 2015 fund amount is $23.8 million, up $200,000 from 2014. Over the past four years the revenue amount has decreased $10.8 million since 2011 due to decreased state funding. Revenue generated from fines and forfeiture is $7.4 million, slightly lower than 2014 amount of $7.7 million. Since 2011 this revenue source has fallen $660,000 based on the lack of jail space as a deterrent for non-payment of fines; increased poverty rates leading to more exemptions for court fines; a decline in civil court costs related to evictions; and fewer patrol officers across all jurisdictions to issue traffic citations. The County's interest earnings remain in decline due to the five-year investment cycle, and its investment earnings are at $4.6 million, a decrease of $600,000 from 2014. Interest earnings were $20.9 million in 2007.

The Board of County Commissioners agreed to an expenditure level of $202 million which does not include a compensation adjustment for 2015. This level is $3.3 million below the2014 estimated expense levels. These reduced levels will be challenging for the General Fund Departments, 13 of which are appropriated at levels below the 2014 expenditures. The Sheriff's Office, which will likely face additional pressure due to Bargaining Unit salary increases, has consistently exceeded its budget each year since 2012. The Commissioners have attempted to align the Department's budget with its expected expenses; however, the Budget for the Sheriff's Office in the amount of $62 million is still below the requested $69.6 million. The 2015 General Fund Reserve is $29.2 million, or 14.5% of the projected balance. The Government Finance Officers' Association recommends a reserve level of approximately 16 to 17% of Operating Expenses. The 2015 Reserve level is with the 2014 year-end balance but decreases slightly as a percentage of Expenses due to the higher base.

The record demonstrates that the County's Five-Year Plan includes revenue and expenditure assumptions in broad categories. Inflationary and programmatic items likely to occur were assumed. The 2015 Five-Year Plan has an improved outlook when compared to the 2014 Five-Year Plan. The 2014 General Fund Reserve was anticipated to be at -19% at the end of the fifth year. The 2015 General Fund Reserve is anticipated to be at -8.9%, an improvement of over 10%. In 2015 the Plan assumes a growth of 1.5%

due to the 2014 mid-year salary adjustment and additional personnel costs across Departments. It assumes a 3% mid-year adjustment for 2014 and full-year 3% salary adjustments thereafter. Over the course of the Five-Year Plan 2015-2019 all Bargaining Units will be up for negotiations, have "me too" clauses, or wage reopeners. The Five-Year Plan does not include any salary costs awarded in Bargaining Agreements in excess of 3% annual adjustments.

The record demonstrates the Hamilton County's Sheriff's Office exceeded its 2014 budget by $4.1 million. The 2014 projected expenses are nearly $63.86 million. Such represents the second consecutive year in which the Sheriff's Office has substantially exceeded its budget. In 2013 the Sheriff's Department exceeded its budget by $3.8 million and the recommended 2015 expenditure amount is $63.77 million. The 2015 Budget Office has explicitly indicated it will likely exceed its budget again for 2015.

The Parties have agreed the area of concern for the Sheriff's Department is investment in its Corrections personnel, which for the record, remains unfunded in the 2015 recommended budget. Substantial additional costs in implementing a revised schedule for Corrections Officers will likely occur. The initial proposed budget for the Sheriff's Office in the General Fund was $63.77 million and later was reduced to $61.2 million. Hamilton County Sheriff Neal provided a written response to this $61.2 million budgeted amount indicating that even though such represented $1.4 million more than that of 2014 the Department lost grant dollars and other sources of revenue roughly totaling $1.4 million. He explained the Department will lose approximately $860,000 from the Indigent Care Levy Fund and will need to replace its aging vehicle fleet. It also needs to hire an additional 31 Corrections Officers in order to meet State jail minimum standards. The Corrections Division alone would have had to reduce its budget by $2.9 million. The Division would need to release up to 460 minimum and medium security inmates, as well as, the entire fourth floors of the North and South Buildings. Once these inmates have been released kitchen workers would be laid off, veterans and special needs pods would be closed, the Talbert House and Turning Point facilities would be closed, and support staff laid off. Additional Corrections Officers would be laid off and the hiring of 30 new recruits would have to be cancelled. Approximately 39 Corrections Officers and two support staff would be laid off, and the Sheriff would need to re-institute a "revolving door policy" for non-violent male prisoners.

In response to these considerations, County Commissioners Monzel and Portune proposed to raise the budget amount so the Sheriff's Office would receive $62.5 million to $64.5 million. The Commissioners ultimately approved a budget of $63 million for 2015 in an attempt to more accurately reflect spending levels. Such represents a $1 million in restricted funds from the Sheriff's Department. The 2015 Sheriff's Department budget should be met with a concerted effort to reflect budgetary expectations. With these considerations in mind the Parties reached impasse with respect to items which impose economic considerations with respect to the funding components of the successor Collective Bargaining Agreement.

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The Fact Finder is required to consider comparable Employer-Employee Units with regard to their overall makeup and services provided to the members of the respective communities. As is typical, and is required by statute, the Parties in their respective Pre-hearing Position Statements, filed in accordance with the procedural requirements of the statutory process as outlined in Ohio Revised Code Chapter 4117, and the supporting documentation provided at the Fact Finding/Mediation sessions, each have relied upon/refuted comparable jurisdictions and/or municipalities concerning what they "deemed comparable work jurisdictions" provided by this Bargaining Unit. While there are indeed certain similarities among these jurisdictions cited there are no "on point comparisons" relative to this Bargaining Unit concerning the statutory criteria. In other words, while their duties and responsibilities as Corrections Officers Supervisors may be exact to other jurisdictions relied upon, the overall makeup of the public entity will differ with respect to geography, structure, staffing, budget, General Fund and the makeup of the Employees performing these and other functions.

It has been and remains the position of this Fact Finder that the Party proposing any addition, deletion or modification of either current Contract language; or, a status quo practice wherein an initial Collective Bargaining Agreement may exist, bears the burden of proof and persuasion to compel the addition, deletion or modification as proposed. The ultimate goal of this process is to reach a sensible center with respect to whatever recommendations are set forth herein that can be amicably accepted by each Party to the successor Collective Bargaining Agreement. Failure to meet that burden will result in a recommendation that the Parties maintain the *status quo* whether that represents a previous policy, Collective Bargaining provision, or a practice previously engaged in by the Parties.

These Parties met in pursuit of negotiating a successor Collective Bargaining Agreement on December 8, 2014; January 20, 2015; and, February 26, 2015 wherein proposals were exchanged and certain tentative agreements were reached regarding numerous Articles recognized in the predecessor Collective Bargaining Agreement. As requested by the Parties, the following Articles of the Corrections Officers Supervisors Bargaining Unit are recognized as tentative agreements and are to be included as such in the successor Collective Bargaining Agreement:

Preamble	
Article 1 –	Association Recognition
Article 2 –	Association Security
Article 3 –	Association Representation
Article 4 –	Management Rights
Article 5 –	Labor/Management Meetings
Article 6 –	Non-discrimination
Article 7 –	Grievance Procedure
Article 8 –	Discipline
Article 9 –	Personnel Files
Article 10 –	Probationary Period
Article 11 –	Seniority
Article 12 –	Vacancies and Promotions
Article 13 -	LayOff and Recall
Article 14 -	Bulletin Boards
Article 15 -	Work Rules and General Orders
Article 16 -	Health and Safety
Article 17 -	Drug and Alcohol Testing
Article 18 -	Hours of Work and Overtime

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Article 20 –	Court Time/Call-In Time

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Article 23 -	Vacation
Article 24 –	Sick Leave
Article 25 -	Occupational Injury Leave
Article 26 -	Donated Time
Article 27 -	Uniforms and Equipment
Article 28 -	Expenses
Article 29 -	Training
Article 30 -	Leave of Absence
Article 31 -	No Strike Provision
Article 32 -	Severability
Article 33 -	Waiver in Case of Emergency

Article 34 - Residency
Article 35 - Physical Fitness
Article 36 - Performance Evaluations
New Article - Staffing

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Signature Page

As previously indicated the Parties engaged in mediation regarding the four remaining Articles subject for consideration herein and have set forth their respective positions relative thereto. As previously indicated the tentative agreements reached by the Parties during their negotiation sessions are to be incorporated into this Fact Finding Report with their respective following positions, recommendations with rationale relative to those issues that remained at impasse between these Parties:

I. ARTICLE 19 - WAGES

UNION POSITION

The Union proposes wage increases of 5% for each year of the three-year successor Collective Bargaining Agreement. It contends that such a proposal is indeed justified based on the County Sheriff and Administrator both recognizing the need to better compensate Corrections personnel. The Association's proposal is supported by the comparables relied upon indicating that this Unit is paid well below that average. Moreover, Bargaining Unit members are subject to unsafe working conditions which are not reflected in their compensation package, and therefore, its proposal is warranted based on the enormous disparity in compensation between the Court Services Supervisors and the Corrections Supervisors.

COUNTY POSITION

The County proposes that wages be based upon a Rank differential. In that regard, effective January 1, 2015, the differential for Corrections Sergeant would be 22% higher than the top step base hourly rate of the Corrections Officer. The differential for Corrections Lieutenant would be 16% higher than the base hourly rate of Corrections Sergeant. The differential for Corrections Captain would be 16% higher than the base hourly rate of Corrections Lieutenant. While the Employer acknowledges that most Employees in Hamilton County have weathered the economic crisis over the past several years with few wage increases, this Bargaining Unit has fared far better than the other Bargaining Unit Employees and other non-Union Employees in the County. It emphasizes that this Unit received increases of 2% in 2010 in which no other Bargaining Unit or non-Bargaining Unit Employees received any increase. In 2011 this Unit received another increase of 3% and was only one of two Units in the entire County that received an increase. Non-Bargaining Unit Employees received no increase in 2011. In calendar year 2012, no Bargaining Unit Employees or Non-Bargaining Unit Employees received any increase. In 2013 this Unit received an increase of 3% and in 2014 another increase of approximately 5%. In this regard, the County submits this Bargaining Unit has largely been spared from the wage stagnation affecting Hamilton County Employees.

The Hamilton County Board of County Commissioners has appropriated a structurally balanced General Fund budget $201.8 million for 2015. Though the 2015 budget is slightly more than the 2014 budget, an increase of $1.5 million, the budget is still below the estimated 2014 expenses. Such it contends is problematic to many Departments and mainly the Sheriff's Office which has struggled to operate within its budget. The Employer's proposed Rank differential will serve to increase wage rates without further compromising the Sheriff's Office's ability to fund personnel costs in Corrections.

RECOMMENDATION AND RATIONALE

The statutory criteria provides the legal basis upon which any recommendation is made by the statutory finder of fact, including past Collective Bargaining Agreements, if any, between the Parties. Based on such history between these Parties, it is clear that a Rank differential percentage increase, as proposed by the Employer, is something that has simply not made its way into any Collective Bargaining Agreement, including the predecessor Collective Bargaining Agreement that expired in December 2014. Moreover, the record fails to demonstrate the Employer has raised any contention suggesting that it cannot fund the economic increases subject to these recommendations. The financial "picture" depicted in this evidentiary record, indicates this County has weathered the economic storm of recent years and is on the upswing with respect to its overall economic status. While the Fact Finder is indeed mindful of the need for prudent administration relative to costs associated with any kind of economic enhancement, it is indeed worthy to note that the appropriated budget for calendar year 2015 does indeed recognize a 3% increase in wages for personnel generally, including those in this Bargaining Unit. This is indeed worthy of addressing in that it suggests the Board of County Commissioners recognizes that certain increases, especially with respect to the Corrections Division, are indeed necessary.

The evidence of records suggests, based on the studies performed, the Corrections Division overall is in need of many improvements both with respect to its Facilities and more importantly, as such impacts personnel. In order for any Employer to solicit and retain viable, competent Employees it must provide an economic package and work environment worthy of their decision to remain employed with that Employer. This Division, as recognized by the Sheriff and the County Administrator, requires consideration with respect to compensation for its personnel. Corrections work is inherently dangerous given the oversight and detention of convicted criminals/prisoners. In light of the Greenwood & Streicher, LLC Report, enhancements to Corrections must be endeavored to effectively reduce and eventually eliminate the “revolving door” of personnel within this Division. The turnover of trained, competent personnel can be addressed by adjustments to compensation packages and the environment in which said work is performed. While these Employees are not required to be OPATA certified, a large majority carry a firearm at their own cost, which suggests to the Fact Finder, these employees recognize the heightened need to address their safety.

It is clear this Corrections facility within the Hamilton County Sheriff’s Office is indeed in need of significant improvements relative to personnel, facilities, safety, etc. as pointed out in the Report conducted by former City of Cincinnati, Police Chief, Tom Stryker wherein that Report emphasizes the County needs to focus on improvements within the Corrections Division. Improvements, enhancements and the ability to retain Employees must start with the recognition of those who currently maintain employment within the County. Such must necessarily include those that supervise the subordinates that discharge these duties on a daily basis in maintaining a facility of prisoners. It is indeed important to establish a mainstay of viable, competent Employees who seek to be and choose to be employed by any Employer for a “career.”

As oftentimes is the case, it begins with compensation. While the Fact Finder has reviewed the extensive evidentiary record provided by both Parties to the successor Collective Bargaining Agreement, there simply exists no basis to conclude that this Employer cannot fund or administer financial increases in base wages for this particular Bargaining Unit. While the Employer seeks to have a Rank differential percentage implemented, such is simply inconsistent with the collective bargaining history between the Parties, and based on the statutory criteria of Ohio Administrative Code, is simply not supported by this evidentiary record. In this regard, the wage proposals consistent with that projected in the 2015 budget would include a 3% base wage increase for Year One of the successor Collective Bargaining Agreement; a 3% increase to the base wage of this Bargaining Unit for Year Two of the successor Collective Bargaining Agreement; and, a re-opener for the third year of the successor Collective Bargaining Agreement which would enable the Employer to further analyze and budget for whatever financial "nuances" that may arise with respect to its overall budgetary scheme. Such is somewhat consistent with the wage increase based on prior years in which this Bargaining Unit has received increases to the respective base wage rates and seemingly is consistent with that recognized throughout the State. Collective bargaining is an incremental process where Parties seek to find a sensible center with respect to bargaining positions.

Therefore it is hereby recommended that the Parties adopt a 3% base wage increase for Year One of the successor Collective Bargaining Agreement; a 3% increase to the base wage for Year Two of the successor Collective Bargaining Agreement; and, Year Three of the Collective Bargaining Agreement shall be subject to a re-opener as previously addressed in accordance with the statutory procedures for such matters.

Additionally, as the evidentiary record demonstrates, many, in fact a large majority, of the Bargaining Unit carry handguns even though they are not required with respect to their job descriptions nor required by the Employer to discharge their duties in the Corrections Division. However, it certainly requires a more significant presence of authority for this or any Employer whereby Employees take the initiative to purchase and receive proper paperwork to carry a firearm and do so while discharging their duties in a detention facility for prisoners. It is certainly advantageous to this Employer, any Employer, whereby people that oversee, manage and supervise prisoners in any detention facility provide a greater stance of authority when carrying a firearm. Such is critical in the opinion of the Fact Finder based on the Report of the Corrections Facilities within this County and the concerns raised therein regarding the safety of personnel. That Report indicates that indeed the Corrections Facilities are lacking in many ways.

As previously indicated, it is advantageous to the Employer based on these diminished facilities and the manner in which they are operated, that any improvement in the discharge of duties as impacted by safety concerns of these Employees, is indeed beneficial not only to the perception of authority by the carrying of a firearm, but also as a line of defense should a catastrophic event occur within these subpar Facilities. In this regard, even though such is not required by the Employer to discharge their duties nor is it required by their job descriptions, they are nonetheless embarking on obtaining proper licensure and handguns that would provide an added layer of defense, if you will, within the Corrections Division. To reward those Employees for taking the initiative to purchase their handguns, becoming certified, and obtaining the necessary licensure in order to carry the handguns while discharging their duties within the Department, each Employee so certified, who provides proper documentation/certification for each respective handgun be provided with a $500.00 bonus payed in two equal payments of $250.00; one on January l of calendar year 2015, 2016 and 2017, and a $250.00 payment on June l of each of the respective calendar years. Such certainly takes into consideration the initiative of these Employees who recognize the need to better prepare themselves in their line of duty which only provides a huge security benefit to the Employer in this Division of the Sheriff's Department.

II. ARTICLE 21 - INSURANCE

UNION POSITION

The Union proposes to add language to provide that if any other Bargaining Unit maintains a lesser copayment and/or premium contribution for a specific insurance plan, these Bargaining Unit members would pay the same lower co-payment and/or lower premium contribution. Additionally, it proposes to add Section 21.6 which slows any increases in health insurance going forward by connecting the percentage wage increases that members receive to the same percent increase in insurance.

COUNTY POSITION

The Employer proposes to maintain current contract language. It contends the so-called inspiration for the Union's proposal is a Conciliation Decision issued approximately 12 years ago which bears no reasonable relation to the County's current state of economic climate or the recent sweeping reforms to the Healthcare System in the United States. The Enforcement Division Bargaining Units were awarded some very attractive Contract language relative to premium contribution caps in 2003 which are simply inconsistent with the times as they exist now. In 2003 the total General Fund budget for the County was $258.6 million compared to the 2015 total General Fund budget of $201.8 million. This represents a reduction of $56.8 million, or 22%. In light of the County's current economic state, any expansion of the cap on contributions beyond the current exception would cause considerable financial hardship. In this regard it contends it cannot support any further premium contribution caps.

RECOMMENDATION AND RATIONALE

It is hereby recommended the Parties maintain the current Contract language relative to the premium contributions and access to the three (3) health insurance plans. The lowest monthly premium contributions for "Humana CoverageFirst 2500" provides a $500.00 "benefit allowance" and thereafter Employees must meet the $2,500.00 deductible per individual or $5,000.00 per family. After meeting the deductible the participant is responsible for co-insurance and co-payments up to maximum amounts and the plan pays 100% after the deductible has been met. The premium contribution rates are $39.42 for Single and $63.58 for Double, and $98.15 for a Family plan. The middle-tier plan, the "Human CoverageFirst 1000", offers a $500.00 "benefit allowance" and a $1,000.00 deductible per individual or $2,000 per family. After that deductible is met the participant is responsible for co-insurance and co-payments up to a maximum amount wherein the plan pays 80% after the deductible has been met. The premium contribution rates are $58.25 for Single, $107.44 for Double, and $163.64 for a Family plan. The highest cost plan, the "Humana POS 500" participants pay a $500.00 deductible per individual or $1,000.00 per family. After that deductible has been met, the plan pays 80% for network and 60% for non-network services. The premium contribution rates are $158.08 for Single, $339.62 for Double, and $547.13 for a Family plan.

Indeed health care costs are a concern, and over the past several years with the implementation of the Affordable Care Act, the uncertainty of how health care will be administered and paid for is ongoing. The Employer in this matter is focused on the introduction and expansion of a Wellness Program wherein the Employees have an opportunity to earn $250.00 in wellness incentives for completing health screenings. While the Fact Finder is indeed mindful this Bargaining Unit may well see increased health care costs such is the trend statewide, regionally and nationally. All eligible County Employees are provided Health Insurance and approximately 92% of the County Employees enrolled in the County-sponsored Plans, except the Enforcement Division employees, pay between 6.3% and 11.8% of the total cost of each prospective Plan.

Therefore, based on these considerations and the overall economic recommendations contained herein, it is recommended that the Parties maintain the *status quo* with respect to the current Collective Bargaining language set forth in the predecessor Collective Bargaining Agreement as such pertains to the Insurance benefits provided to this Bargaining Unit.

III. ARTICLE 22 – HOLIDAYS

UNION POSITION

The Union proposes to create a "Holiday Bank" that would replace the eleven (11) recognized holiday scheme set forth in the predecessor Collective Bargaining Agreement. It contends the Enforcement Division has a Holiday Bank and this should not create an additional workload for Employee Services. The Union contends that such represents a cost-saving measure for the County in that if a Corrections Supervisor were to exhaust his or her entire Holiday Bank by utilizing their allotted leave through the calendar year then no money will be paid to that Employee, thus the County saves those funds. Moreover, it contends such will not create additional overtime as asserted by the County in that unlike the Corrections Officer where overtime is authorized to cover scheduled leave, the Corrections Supervisors are only allowed to take time off when there is enough coverage for the date in question to prevent supervisory overtime. It contends that overtime for this Bargaining Unit is very rare and therefore would not create a problem as suggested by the County.

COUNTY POSITION

The County proposes to maintain the current Contract language whereas the Union's proposal would credit Employees with Holiday compensatory time to be utilized on the designated Holidays as requested. On December 1 of each year, Employees would be credited 140 hours of Holiday compensatory time to be utilized on Holidays recognized in the Agreement. When an Employee is not scheduled to work on that Holiday, he or she will have four (4) hours deducted for the Holiday, and if the Employee is scheduled to work on a Holiday, and takes that Holiday off, he or she will have twelve (12) hours deducted. Each December Employees will be paid for the balance of their Holiday compensatory time. The Employer emphasizes that under the current Contract language, the Employees currently have 11 Holidays each calendar year. If an Employee is scheduled to work on a Holiday, he or she will be paid for all hours actually worked that day at a rate of one and one-half (1.5) times the regular rate up to eight (8) hours per day. If an Employee is not scheduled to work on that particular Holiday, he or she will be paid the number of hours that he or she would ordinarily work at the straight-time rate.

RECOMMENDATION AND RATIONALE

It is hereby recommended that the Parties adopt the Union's proposal relative to the creation of a Holiday Bank under Article 22 titled "Holidays," except that the amount in question would be for 120 hours per calendar year.

As the record demonstrates, the regular work week of Corrections Sergeants and Lieutenants is a 4-2 schedule consisting of four (4) consecutive workdays of eight (8) hours and 30 minutes each followed by two (2) consecutive days off. For Corrections Captains it is a 5-2 schedule with Saturdays and Sundays off. The vast majority of this Bargaining Unit is Corrections Sergeants and Lieutenants, and based on the 2015 calendar year, there will be seven (7) options for an Employee schedule based on which day of the week marks the start of his or her 4-2 schedule. Corrections Sergeants and Lieutenants could be scheduled to work on six (6) to nine (9) Holidays for which they would be paid up to 12 hours of regular pay (or eight (8) hours and one and one-half (1.5)) times regular time on each of these holidays for a total of 72 to 108 hours of Holiday pay to be worked in 2015. Sergeants and Lieutenants would also be scheduled off two (2) to five (5) Holidays such that they would be paid their regular hours at eight and one-half (8.5) hours of straight pay for a total of 17 to 42.5 hours for Holidays they did not work in 2015. Corrections Sergeants and Lieutenants would be paid for 114.5 to 125 hours if scheduled and off-duty Holidays.

Based on these considerations it is clear that in order to facilitate the Union's request to implement this Holiday Bank consistent with the Enforcement Division and based on the ease of the administration of such a plan relative to this Unit as compared to Enforcement Division, it is hereby recommended that the Parties adopt the Union's proposal to establish a Holiday Bank based on its proposed language set forth in its pre-

Fact Finding Position Statement. However, the exception to that proposal would cap the Holiday Bank utilization hours at 120 and not 140 as proposed. This would also recognize the additional cost that *may* be incurred by the County if indeed these scenarios existed whereby an Employee may have 24 to 48 hours to "cash-out" at the end of the Contract year. Based on a Holiday Bank amount of 120 hours, the possible "cash-out" would be from 4 to 28 hours.

The Fact Finder recognizes this as a "starting point", if you will, for this Unit with respect to a Holiday Bank. It is indeed worthy of recognition that the predecessor Collective Bargaining Agreement did not contain such language and based on the incremental nature of this process the recommendation that the Holiday Bank be incorporated into the successor Collective Bargaining Agreement, in accordance with the Union's proposal as modified herein. While, as previously indicated, the County has not raised any inability to pay arguments, it is indeed emphasizing the need for exercising administrative prudence with respect to the economic impact these contractual provisions may provide.

As previously indicated it is recommended that the Parties adopt the Union's proposal relative to the creation of a Holiday Bank with respect to Article 22; however, it shall be capped at 120 hours for each year of the three-year Contract applicable herein.

IV. ARTICLE 37 - DURATION

UNION PROPOSAL

The Union proposes the duration of the successor Collective Bargaining Agreement be from December 19, 2014, through December 13, 2017, based on its proposal being linked to that contained in the Wage Article previously addressed. It emphasizes the proposed Wage increases take effect on the start of pay periods and the expiration date of December 13, 2017, is the end of the pay period allowing the next Contract to start on a pay period. The Union contends its proposal is supported by the statutory factors under Ohio Revised Code Chapter 4117.14(C) wherein the Fact Finder must consider past Collective Bargaining Agreements between the Parties. Based thereon the most recent Agreement had a wage freeze in year one and “Wage years” December 20, 2012 through December 19, 2013; and, December 19, 2013 through December 18, 2014, recognized as years two and three of the predecessor Agreement. It emphasizes that while the third year was awarded in Conciliation, year two was the result of an Agreement reached between the Parties concerning a wage re-opener.

Also the Parties’ most recent Agreement expired on December 18, 2014, as opposed to December 31, recognizing the Parties have indeed had this type of duration component in its predecessor Agreement. The Parties’ recent history of bargaining demonstrates the shift in wage benefits taking effect on pay periods. It emphasizes that moving to a pay period system for wage increases is more efficient for all Parties. This proposal avoids wage increases taking effect mid-pay period which would further complicate the administration of payroll for the County.

COUNTY PROPOSAL

The County proposes an expiration date of the successor Collective Bargaining Agreement of December 31, 2017, as opposed to the Union’s expiration date of December 13, 2017. It argues that historically the Parties’ Labor Agreements ended on December 31, and only after several attempts to change the expiration date during negotiations, the Union succeeded in 2009-2011 Labor Agreement. The Employer recommends extending the Contract expiration date to match the County's fiscal year and returning to the original duration of three (3) full calendar years expiring on the 31st of December. To limit the Contract to 26 pay periods that would expire on December 13, 2017, is problematic because the Union has begun a trend shortening each Contract's duration. The current Collective Bargaining Agreement expires on December 18, and now the Union wishes to shorten the Contract by another five (5) days to December 13. From the County's standpoint it is indeed capable of making wage adjustments in connection with the expiration of the Labor Agreement as it does with multiple other Bargaining Units and there is no reason this Contract should mirror the pay periods.

RECOMMENDATION AND RATIONALE

It is hereby recommended that the Parties adopt the Union's proposal relative to the Duration Article of the successor Collective Bargaining Agreement to coincide with the pay periods of each Contract year. While the Fact Finder is indeed mindful that the Collective Bargaining Agreement's expiration date and pay period dates rarely ever coincide, it nonetheless simplifies the implementation and recognition of the pay increases subject to the Contract year in question. If indeed the Contract were to be based on 26 pay periods in a calendar year, then the Employees would be able to better calculate and therefore budget what the subsequent year provides. Moreover, from an Administrative standpoint, and as recognized in the Employer's Pre-hearing Position Statement, it is not an administrative problem for it to coordinate its accounting practices relative to payroll with pay periods versus the end of the calendar year. While in many scenarios, Collective Bargaining Agreements throughout the State expire on the last calendar day of a Contract year, *i.e.*, December 31st, Contracts can coincide with pay periods for ease of administrative efforts concerning payroll, calculations of benefits, etc. Moreover, this record does not indicate either Party has engaged in any dilatory practices to jeopardize an effective date of December 19, 2014.

Based thereon, it is hereby recommended the Parties adopt the Union's proposal with respect to Duration of the successor Collective Bargaining Agreement – effective dates of December 19, 2014 through December 13, 2017.

V. ARTICLES NOT SPECIFICALLY ADDRESSED HEREIN

Those issues/Articles, if any, not subject to the presentation of evidence, not identified/addressed during the course of either Mediation or the Fact Finding Hearing, or those not referenced by either Party, shall be subject to a *status quo* recommendation relative to whatever policy, practice, provision or procedure that may have existed relative to a predecessor Collective Bargaining Agreement. Such shall be maintained for consideration/inclusion in the successive Collective Bargaining Agreement ratified and/or approved and implemented by these Parties.

VI. CONCLUSION

The recommendations contained herein, and those stipulated to by the Parties, as set forth in the Fact Finding Position Statements and supporting documentation, are indeed deemed reasonable in light of the economic and contractual data presented and reviewed by the Fact Finder; the presentations made by the Parties based on the common interest of both entities recognizing the painstaking efforts at the bargaining table resulting the many tentative agreements reached before the Mediation session and the Fact Finding Hearing; are supported by the comparable data provided; the manifested intent of each Party as reflected during the course of this aspect of the statutory process;

the stipulations of the Parties as set forth in the positions taken by each Party; and, hopefully enable the Parties to reach a sensible center, which as previously identified, is the ultimate goal of the statutory process.

David W. Stanton

David W. Stanton, Esq.,
Factfinder/Mediator

June 25, 2015
Cincinnati, Ohio

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing Factfinding Report based on the Factfinding positions of the Parties hereto has been forwarded by electronic mail to Brett A. Geary, Principle Representative for Hamilton County Sheriff, Management Consultant with Clemons, Nelson and Associates, 420 W. Loveland Avenue, Suite 101, Loveland, Ohio 45140 (bgeary@clemansnelson.com); Stephen S. Lazarus, Principle Representative and Counsel for the Hamilton County Deputy Sheriff's Supervisors Association, Hardin, Lazarus & Lewis, LLC, 915 Cincinnati Club Building, 30 Garfield Place, Cincinnati, Ohio 45202-4322 (stevelazarus@hllmlaw.com); and, to the State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43215 (Med@serb.state.oh.us) on this 25th day of June, 2015.

David W. Stanton

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Factfinder/Mediator