FACT FINDING REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
November 27, 2017

In the Matter of:	)	
The Ottawa County Sheriff	)	SERB Case Nos. 17-MED-06-0752/0753/0754
vs.	)	
The Fraternal Order of Police/ Ohio Labor Council	)	

APPEARANCES

For the Ottawa County Sheriff:

Edward Kim, Attorney for the Sheriff
Edward Levorchick, Ottawa County Sheriff
Brad York, Chief Deputy Ottawa County Sheriff's Office
Michelle Ish, Human Resources Director Ottawa County Sheriff's Office

For the FOP/OLC:

Jackie Wegman, FOP/OLC Staff Representative
Kent Davis, Sergeant Ottawa County Sheriff's Office
Alexis Fuava, Corrections Officer, Ottawa Sheriff's Office
Anna Taylor, Communications Operator, Ottawa County Sheriff's Office

Fact Finder: Dennis M. Byrne

Background

This fact-finding involves the Ottawa County Sheriff (Employer/Sheriff) and the Ottawa County Sergeants, Corrections Staff, and Communications Operators represented by the Fraternal Order of Policed/Ohio Labor Council (FOP/Union). The parties held three negotiating sessions in an attempt to find mutually acceptable language for a successor agreement for their contract that expired on September 30, 2017. In spite of their efforts, they were unable to reach a final agreement on a new contract; and six issues remain on the table. These issues are 1) Article 20, Pay Periods, Hours of Work, and Compensation; 2) Article 2, Shift Preference and /Shift Differential; 3) Article 25, Wages and Compensation; 4) Article 26, Medical and Life Insurance; 5) Article 35, Holidays; and 6) Article 47, Duration.

The Fact Finder and the parties engaged in a discussion prior to the start of the formal hearing, and the parties agreed to sign off on a number of tentative agreements including Article 36, Vacations. This article was mentioned as open in both parties' Prehearing Statements, but they both stated that an agreement was possible and the issue was taken off the table before the hearing began.

Since the parties were unable to reach a final agreement, there was a formal hearing on the six (6) outstanding issues. The Hearing commenced at 11:00 A.M. on Thursday November 9, 2017 at the Ottawa County Sheriff's Office. The hearing ended at approximately2:30 P.M. During the hearing the parties presented testimony and exhibits in support of their positions on the open issues.

The Ohio Public Employee Bargaining Statute sets forth the criteria the Fact Finder is to consider in making recommendations in Rule 4117-9-05.

The criteria are:

(1) Past collectively bargained agreements, if any.
(2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved.
(3) The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standards 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 issues submitted to mutually agreed-upon dispute settlement procedures in the public service or private employment.

Introduction:

Not surprisingly, the main issues that separate the two parties are wages and health care. The wage issue centers on the size of the Sergeants', Corrections Officers', and Communications Operators' wage increase for the coming years. The County's offer was a 2.0% raise in the first year followed by a wage reopener for years two and three of the prospective contract. The Sheriff argued that a two (2.0%) percent raise was justified by the comparables data on wages. In addition, the Sheriff stated that his department's future financial outlook was very uncertain; and consequently, a wage reopener was the most reasonable way to deal with wages in the second and third contract years.

The Union's demand in its Prehearing Statement was for 3.0% for each year of the prospective contract for the Corrections Officers and Dispatchers plus an equity adjustment for the supervisory staff of both departments. The Union stated that the Employer had never stated that it had an inability to fund the Union's wage and benefit demands and that the demands were very reasonable based on the Employer's current financial condition. The Union cited some comparables data in support of its demand, but the Union's position is also based on equity considerations.

The use of comparables data needs some discussion. The Sheriff's representatives introduced data from other counties throughout Ohio that have similar populations. The Sheriff's representatives argued that population is a reasonable measure for determining which other counties are comparable to Ottawa. In this instance, population is a proxy for the need for police services. That is, the more people that the Sheriff has in his/her county, the more crime will be committed. Other proxies would be income, age, rural or urban location, etc.

The Union presented some information from Erie County, which is contiguous to Ottawa County. In this case, the Union is using a labor market argument in support of its demands. That is, areas in the same geographic area should be part of the same labor market. Similar to the population argument put forth by the Sheriff, a labor market analysis is a reasonable way to define a comparable jurisdiction.

However, the Union also introduced the SERB Benchmark Report that lists all counties in Ohio as part of its Fact-Finding presentation. The report lists the yearly wages for corrections officers, sergeants, and communications specialists throughout Ohio. Therefore, the Union presented data from two contiguous counties and data from every county in Ohio as evidence from comparable jurisdictions.

The problem is that there may be no other county that is comparable to Ottawa County. Both parties agree that Ottawa County has a population of approximately 41,000 individuals. This population base is similar to other rural counties throughout the State. However, both parties agree that the population of Ottawa County swells to over three hundred thousand people during the summer season, and the season can last up to six months depending on the weather, i.e., there is an influx of vacationers. This is a group that often "goes out" and drinks, etc. This leads to an increased demand for the Sheriff's office services during the season.

The result is that Ottawa County is a relatively large and busy county for approximately six months of the year and a relatively smaller and less busy county for the other six months. Therefore, the Fact Finder does not believe that The Employer's methodology of identifying other counties with a similar population to Ottawa County really proves that those counties that are actually comparable to Ottawa. The Union's presentation of a list of either contiguous county data or a list of data from all Ohio counties does not give the Fact Finder any information about which counties the Union believes are comparable to Ottawa County. Again, the Fact Finder believes that the evidence shows that there may not be a county that is strictly comparable to Ottawa. That is, the meaning of the term comparable as it is used in Ohio Revised Code 4117 may not (does not) apply to this situation.

The second issue that needs some discussion is the Sheriff's wage offer. The Sheriff is proposing that the parties include a wage reopener provision for years two and three of the prospective contract because of uncertainty about the County's future revenues. The Employer stated 1) that its medical costs were going up by approximately $300,000.00, 2) that its revenues would decrease by $270,000.00 due to a revaluation of value of the capital equipment at the Davis Bessie Power Plant, 3) that it must spend $225,000.00 more for an update to its radio equipment, and finally 4) that the end of the Medicaid Sales Tax will cost the County $420,000.00 in lost revenue. Therefore, the

Employer argues the County will bring in less revenue and spend more in the coming year(s). These factors will negatively impact the County's General Fund, which is the funding source for the Sheriff's Office. For all of these reasons, the Employer believes that it cannot forecast what its finances will look like in the second and third contract years. Consequently, the Employer believes that wage reopeners in the second and third contract years are a reasonable way to discuss wages for the last two years of this contract.

The Union disagrees with this analysis and argues that the County is extremely well run and fiscally sound. The Union also contends that its demands are not so costly that even if some of the Employers financial projections eventuate that the County's General Fund (Sheriff's budget) would still be able to fund its wage and benefit demands.

With the preceding paragraphs as a background, the specific issues can now be discussed.

Issue: Article 20 – Pay Periods, Hours of Work and Compensation

Union Position: First, the Union demands that all hours worked in excess of twelve consecutive hours shall be paid at a premium rate of two times the base rate. Second, the Union demands that each employee must have a minimum of eight hours of rest in any twenty-four-hour period. Finally, the Union also demands that compensatory time may result in overtime for special assignments.

Sheriff Position: The Sheriff rejects the Union's demands and counters with current contract language.

Discussion: The difference in the parties' positions is not as great as it appears. During the parties' presentation/discussion about this issue, the Sheriff agreed to the Union demand for at least an eight-hour break during any twenty-four-hour period, and he also agreed that overtime might result for special assignment positions because special assignments are often single person assignments. Therefore, the main difference in the parties' positions is the demand for overtime at two times the base rate for all hours worked over twelve hours.

One problem with this negotiation is that there are three different bargaining units, and each unit has different demands based on their particular situation. In this instance, the Union demand with respect to Article 20 (2) is for members of the Sergeants and Corrections Officer units. There was no similar demand made for the Communication Operators. With respect to the Sergeants and Corrections Officers, both parties agree that it is possible for an employee to work more than twelve hours on a shift.

The current contract between the Sheriff and his employees state that the work week, "shall normally consist of forty (40) hours per week." Because the employees are paid bi-weekly, this translates to eighty (80) scheduled hours in a fourteen (14) day cycle. Therefore, if any employee works overtime during a work week, he/she is paid at time and one-half for all hours worked over forty (40) hours for the Sergeants and the Dispatchers. The Union demand addresses the situation where a union member is required to work between twelve (12) and sixteen (16) continuous hours on "one" shift.

The evidence provided by the parties does not show the magnitude of the problem. The County testified that scheduling was problematic given both the County's financial condition and the lack of personnel. The Union presented some schedule sheets that showed that there are times when an officer must be on duty for over twelve hours.

In addition, the Employer testified that there were some tentative plans to hire two new employees, and the Sheriff believes that this will help alleviate the need for excessive overtime.

There was also discussion about the fact that some members of the Corrections Staff did not answer their cell phones when the Sheriff tried to contact them to report for overtime assignments. That led to a situation where a few Corrections Officers were forced to work an excessive number of overtime hours. The parties discussed this issue and agreed that the Sheriff would strictly enforce the rules on cell phone notification for members of the Corrections Staff. Both sides stated that they understood that strictly enforcing the requirement that all members of the Corrections Staff must answer their cell phones could lead to disciplinary action if a corrections officer did not follow the cell phone policy. That is, both parties indicated that they understood the ramifications of enforcing the call-in rules. However, they both agreed that the number of hours worked by some of the Corrections Staff was excessive and that overtime assignments must be more evenly distributed throughout the entire corrections division.

Sixteen hour schedules create serious health, morale, and safety problems. The Union’s suggested language is reasonable if excessively long schedules are the norm. However, the Employer is trying to increase the number of personnel in the Department, and the Sheriff has stated that he will use current contract language to correct the scheduling problems. Given these facts, the Fact Finder does not believe that the Union proved that there is a need for an increase in the pay for overtime hours in excess of twelve hours per shift. However, if the situation does not improve, then the next round of negotiations is the place to revisit this topic.

Finding of Fact: The Union did not prove that there was a need for its suggested language on this section of the contract.

Suggested Language: Article 20 (2)

Section 20.2

A. The scheduled workweek for employees in the bargaining unit assigned the Corrections Division (Corrections Officers, Corrections Corporals, and Corrections Sergeants) shall normally consist of forty (40) hours per week.

B. The scheduled workweek for employees in the bargaining unit assigned to the Sergeants bargaining unit shall normally consist of forty (40) hours per week.

C. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services or from establishing work schedules of employees. *The Employer agrees to allow at least eight (8) hours of rest in a twenty-four (24) hour period.* This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Note: The parties agreed to language changes in Article 20 (3) (B) and new language in Article 20 (3) (D).

Issue: Article 22: The Parties were able to reach an agreement on this issue and signed a Tentative Agreement on the language in both the Dispatcher and the Corrections Officer/ Sergeants' contracts.

Issue: Article 25 – Compensation

Union Position: The Union has a number of demands on this issue. First, the Union demands a 3.0% raise in each year of the proposed contract for the Corrections Officers and Communications Operators (Dispatchers). Second, the Union demanded an equity increase for the Communications and Corrections Corporals, the Communications and

Corrections Sergeants, the Patrol Sergeants, the Detective Sergeant, and the Communications Lieutenant. Each of these demands will be addressed in the following paragraphs. The Union also demanded an increase in the shift differential for the afternoon and evening shifts, but withdrew this demand during negotiations. Finally, the Union demands a one percent increase in the base rate for years two and three of the prospective contract for all of the corporals, sergeants, and lieutenants listed above.

Sheriff's Position: The Sheriff rejects the Union's demands and counters with 2.0% raise in the first year on the new contract and a wage reopener provision for years two and three of the prospective contract.

Discussion. The Sheriff's representative stated that the County was facing a certain revenue decline of at least one million dollars (Management Exhibit 15). In addition, there is some nontrivial possibility that the First Energy (one of the largest employers in Ottawa County) may announce that it is either closing or scaling back operations at the Davis-Besse Nuclear Power Plant. This would severely impact the County's finances. In response to these certain and potential revenue shortfalls, the Employer believes that it can only offer two (2.0%) percent in the first year of the prospective contract. The Employer believes that the uncertainty surrounding the Davis-Besse plant's future means that future raises for the employees cannot be negotiated until First Energy announces its plans for the plant. Consequently, the Employer believes that there should be wage reopener language inserted into the contract for the second and third contract years.

The Union disagrees with this analysis. The Union argued that the Sheriff had never stated that he had an inability to meet the Union's wage and benefit demands. The Union in its Prehearing Statement stated that informally the Union was told that the

Sheriff had the funds to meet its demands, "… it is the Union's hope in as much as the Employer has verbally made encouraging statements to the members about the new wage scale, and not raised any issue of inability to pay now that the Fact-finder's role in this matter is clearly to award an acceptable wage scale that will be agreeable to the parties." In other words, the Union believes that it has been informed that a new wage scale is acceptable to the Employer. The Union's wage demands are the way that it intends to implement the new scale.

The Employer presented voluminous information on the County's financial condition (Employer Exhibits 9 through 15). The Employer also presented testimony from the County's Financial Officer. The data is current and shows the County's financial condition through the end of September 2017. The Fact Finder carefully examined the data on the County's General Fund (the Sheriff's Office funding source), and believes that the data proves that the Employer is in reasonable financial condition. That is, the Employer is concerned with the coming year(s) and believes that there is a potential financial storm brewing that would engulf Ottawa County. The Fact Finder has studied all of the data in the record and believes that, at the current time, the County is in reasonable financial condition and could afford to meet the Union's demands. However, the Fact Finder is aware of the potential problems that a change in the Davis-Besse plant operating status would cause Ottawa County and all of the surrounding counties in the Northwest Ohio area.

Given that the Fact Finder believes that the financial data does not show that the County is currently experiencing any financial problems, the question becomes should the Sheriff meet the wage and benefit demands of the Union. This question is more problematic. The Union's demand for the Corrections officers and the Dispatchers is three (3.0%) percent per year. The data presented by the Employer shows that the Dispatchers entry wage is above the wage paid in the surrounding area, but the top rate is below the wages paid in contiguous counties (Management Exhibit 18, Union Exhibit 7). The data also show that the Dispatchers' top rate is higher than the rate paid by 78% of other departments around the state. It should also be noted that many of the departments that pay more than Ottawa are among the largest Sheriff's Offices in Ohio.

A similar picture emerges when the data for Corrections Officers is examined. Ottawa pays a higher entry wage than other departments in the Northwest Ohio area, but the top rate is significantly lower. When data for the entire state is examined, Ottawa pays its corrections officers more than 73% of all Sheriff's Offices. Again, it should be noted that many of the departments that pay higher wages than Ottawa are located in the largest counties in the state.

Turning to the Corrections Corporal, the picture is the same. Ottawa County pays higher entry wages than many other departments and a higher top rate than 62% of other departments. While there is limited data on the Corrections Corporal job category, many of the listed departments are in some of the larger counties in Ohio. In this case, the Union demand is for a 12.7% equity adjustment and 1.0% in the second and third year of the contract. There was no evidence presented on the Communications Corporal job title. However, the Union demanded the same equity increase that it demanded for the Corrections Corporal. That is, an equity increase of 12.7% and one (1.0%) percent in the second and third year of the proposed contract. In a similar vein, the Union is demanding a 9.2% equity adjustment for the Corrections Lieutenant and 1.0% in the second and third contract years. There was no comparables data presented by either party on the Corrections Lieutenant job classification.

A similar situation exists in the other job classifications enumerated in the Union's demands. The Union is demanding a 13.8% equity increase for the Communications and Corrections Sergeants followed by a 1.0% increase in the second and third years of the contract. A slightly different pattern holds for theses job classifications, i.e., Ottawa County pays significantly less than the contiguous counties for the Sergeants' job classification and a higher wage than 80% of departments throughout the state.

Finally, for the Patrol Sergeants and Detective Sergeant, the Union is demanding a 16.2% equity adjustment for the Patrol Sergeants and a 5.8% adjustment for the Detective Sergeant. In addition, the Union demands that the Patrol and Detective Sergeants receive a 1.0% raise in the second and third years of the proposed contract. That raise would make the Patrol and Detective Sergeants the highest paid Sergeants in the area and among the highest paid in the state. In general, only departments in large counties pay sergeants higher wages.

It must be noted that the Union never gave any reasons for the specific demands that were made in regard to equity increases for the Union members. The Union stated that it wanted a new wage scale, and the result is the demands that are listed above. The Fact Finder was unable to determine how the exact figures for the equity increases were derived.

A number of conclusions can be gleaned from the data in the record. First, the Ottawa County Dispatchers, Corrections Officers, and Sergeants are neither the best nor the worst compensated compared to other Sheriff's offices throughout Ohio. If the contiguous counties are the comparison group, then the Ottawa personnel are not as well compensated as any similarly situated employee. If the comparison group is either all other counties in Ohio or similarly sized counties in terms of population, then the Ottawa personnel are better compensated than the average employee doing similar work in other Ohio counties. Second, according to the data, the Union's demands would bring the Sergeants and the Communications Lieutenant to the top of the list for comparable employees with the exception of those employees who are employed in the largest Ohio counties. Finally, the SERB Annual Wage Settlement Report indicates that the raises negotiated by FOP in Ottawa County have been, on average, higher than average raises negotiated by other Unions around Ohio.

The Fact Finder notes that the equity payments demanded by the Union range from 5.8% to 13.8%. These equity adjustments would move the Ottawa personnel to the top of the comparables list of contiguous counties (with the exception of Lucas County, i.e., the Toledo area) with regard to pay. If the entire State is the comparison group, the equity raises would also move the Ottawa employees to the top of any list with the exception of the wealthiest or the largest counties. However, there was no rationale given for the size of the equity demand. Therefore, the Fact Finder believes that the Union's demands are exceptional for any single negotiation. It is clear that the Union believes that there should be a new wage schedule; but without some evidence to support its position, the Fact Finder cannot recommend the Union's position on this issue.

However, the Employer's position is also somewhat questionable. The Fact Finder has examined all of the evidence on the County's financial condition, and the data does not support a finding that the County is facing a severe financial problem *at this time* (emphasis added). It seems clear that the County is going to face a revenue decline in the coming year. This will cause some hardship, but not a financial catastrophe. The County's real concern is that a shutdown of the Davis-Besse plant will cause financial distress. There is reason for concern. If the plant closes (or a closing date in the near future is announced), then there will be severe consequences for all of the public entities in Northwest Ohio. However, the Union and the Employer must come to some agreement on the wage issue at the present time.

Based on all of the evidence in the record, the Fact Finder is recommending a $1.00/hr. equity adjustment for the Communications Corporal, Sergeants, and Lieutenant; the Corrections Corporals, Sergeants, and the Patrol Sergeant. The Fact Finder is also recommending a 2.50% raise for the Corrections Staff and the Communications Staff (Dispatchers). In addition, the Fact Finder is also recommending a wage reopener in years two and three of the contract.

The Fact Finder is aware that he has not recommended an equity wage increase for the Detective Sergeant. There are two reasons for this. First, the Detective Sergeant is paid significantly more than the other union members. Second, if the Union wishes to implement a new wage scale, the Detective Sergeant Position would be at the top of the scale. However, the Fact Finder is recommending that the Detective Sergeant's position be covered by the wage reopener provision of the contract. That is, the Detective Sergeant's position does not qualify for the equity increase, but the Detective Sergeant does qualify for any increases negotiated for all sergeants.

Finding of Fact: The data supports the Union's position that the Corrections and Communications Corporal, the Corrections and Communications Sergeants and Communications Lieutenant, and the Patrol Sergeants are not paid as much as other comparably situated employees in the Northwest Ohio labor market.

Suggested Language:

1. All Corrections and Communications Officers (Dispatchers) will receive a 2.5% wage increase in the first year of the prospective contract
2. The Communications Corporal, Communications sergeants, and the Communications Lieutenant will receive a one dollar ($1.00) per hour pay increase in the first year of the prospective contract.
3. The Corrections Corporals and Sergeants will receive a one dollar ($1.00) per hour pay increase in the first year of the prospective contract.
4. The Patrol Sergeants will receive a on dollar ($1.00) pay per hour pay increase in the first year of the prospective contract.
5. There will be a wage reopener provision for all members of the bargaining units for the second and third year of the prospective agreement.

Issue: Article 26 Medical and Life Insurance

Sheriff's Position: The Sheriff demands that the caps on the employees' contribution to their health insurance be removed from the contract.

Union Position: The Union rejects the Employer's demand and counters with current contract language.

Discussion: This is an issue of first impression. The parties both agree that the Union membership pays the same amount for health insurance as all other county employees. In addition, the Union testified that its membership still pays the same amount that it paid in 2013. That is, the caps listed in the contract are not binding.

The Union stated that the reason that all other County employees pay the same as the Sheriff's employees is because there is a Health Care Committee that has worked to keep medical care costs under control. The Union also testified that it membership has been instrumental in the Health Care Committee's deliberations. That is, according to the Union, the Sheriff's employees have been in the forefront of the effort to control medical care costs.

The Union further argues that it is willing to discuss whether the cap should rise, when and if the need arises. That is, there is a contribution cap of 13.1% in the current contract, but the employees share of the cost has never risen to that level. Therefore, the Union believes that there is no reason for the Employer's demand. The Union argues that its members are underpaid, and it does not believe that any raises negotiated during this round of negotiations should be "eaten up" by increases in health insurance costs.

Finally, the Union strenuously argues that a change from a capped premium contribution to an uncapped premium contribution is a major change in the parties' contract, and that a change of this magnitude must be caused by a commensurate change in the cost of insurance. The Union argues that there is no reason for the County demand that the insurance caps be deleted from the contract when the employees' contribution is still below the cap currently allowed in the contract. Moreover, the Union pointed out that the cap on premiums is not a hard cap, and the employee contribution goes up when the cost of insurance rises. Given all of these facts, the Union argues that the Employer did not prove that there was a valid reason for its demand.

The Employer argued that the FOP members should pay the same for health insurance as all other employees, but its Prehearing Statement stated that, "… that the Employer is proposing that all bargaining unit employees pay the same premium as all other county employees under the Commissioner's office. This in fact is the current practice." In support of its demand, the only evidence that the Employer put into the record was the Employer's statement that the cost of insurance would increase by $300,000.00 in 2018.

SERB publishes data on the Cost of Health Insurance in Ohio's Public Sector every year. The 2017 edition shows that the employee contribution to health care plans is between 14% and 15% for counties with a population of less that 50,000, and is approximately 15% for all Ohio counties. This contrasts with the 13.1% cap in Ottawa County. However, the parties agree that no employee of the County pays that amount. That is, the SERB data show that the employees in Ottawa County have a health care contribution less than the average throughout Ohio. Of course, this also means that the Ottawa employees real wages are somewhat higher than the figures on wages earned per hour implies.

The Fact Finder does not believe that the Employer proved that there was any reason to delete the insurance cap language from the contract. The language in question has been in the contract for many years; and at the current time, the cap is not binding. There may come a time when the cap must be deleted, but there is no evidence that time has arrived. However, given the financial uncertainty surrounding the County's finances, the Fact Finder is recommending that the cap be increased by .5% in year two and year three of the contract. That is, the recommendation is that the cap will rise to 13.6% on September 30, 2018 and 14.1% on September 30, 2019. If the Health Care Committee continues to recommend policies that contain health care costs, the increase in the cap will have no (little) impact on the employees of Ottawa County. On the other hand, if there a substantial increase in insurance costs or if the County's financial condition deteriorates, the employees will pay somewhat more for their insurance.

Finding of Fact: The Employer did not prove that there was any reason to delete the insurance caps from the contract.

Suggested Language: Article 26 (B)

> Under the Ottawa County Health Care Program premium costs to employees will not be more than 13.1% for 2018; 13.6% for 2019; and 14.1% for 2020 of the total cost of a family or single plan or the same as all other county employees.

Issue: Article 35 – Holidays

Union Position: The Union is demanding one (1) new holiday split between Christmas Eve and New Year's Eve. The holiday is to be paid as the last four (4) hours of a shift on each day.

Sheriff's Position: The Sheriff rejects the Union's proposal and counters with current contract language.

Discussion: The Union's argument is that the County Commissioners declared in 2009 that they would not be not be adding any holidays to the list of holidays found in Article 35. However, the Commissioners usually close the Courthouse on the afternoons of December 24th and December 31st, if these days fall on a day when the Courthouse is usually open for business. Because most county offices are located in the Courthouse, closing the Courthouse is the tantamount to giving employees the afternoons of December 24th and 31st off. This amounts to an extra day off with pay for all county employees. The Union claims that its members do not get the time off because they work a 24/7 schedule.

There was much discussion about this issue. Finally, the parties agreed that all members of the Sheriff's Office were paid the extra time regardless of whether they were scheduled to work or not. Therefore, the Sheriff's Office personnel are treated the same as all other county employees. Based on this discussion, the Fact Finder believes that there is no pay inequity for the union membership.

The Union also claimed that it was seeking to add an extra holiday to the contract. That holiday would be paid as four hours on Christmas Eve and four hours on New Year's Eve. This Fact Finder has never seen a holiday spread over two days and paid as the last four (4) hours of a shift. Therefore, based on the discussion at the hearing that all county employees get eight (8) hours of pay for the afternoon of December 24th and December 31st, the Fact Finder cannot recommend the Union's position on this issue. [1]

If the Union proved that only the individuals scheduled to work on the afternoon shifts were paid for the additional four (4) hours, the Fact Finder might consider the problem in a different light.

<u>Finding of Fact:</u> The Union did not prove that there was any need for its suggested language.

<u>Suggested Language:</u> Current Contract Language

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[1] There was some discussion that the Union was really discussing the situation where an employee was "forced in." However, the demand is for an extra holiday paid over two four (4) periods.

Article 47: Duration

Sheriff's Position: The Sheriff's demand is for the contract to become effective on the ratification and signing of the new contract.

Union Position: The Union rejects the Sheriff's demand and counters with current contract language, i.e., the contract becomes effective on October 1, 2017 and remains in force through September 30, 2020.

Discussion: The Sheriff's representative testified that the Sheriff's position was based on the fact that the new contract might contain language that changed wage and benefit levels. The Sheriff did not want to have any problems caused by that new language; and consequently he wanted the contract to take effect when it was signed and run through September 30, 2020. This position generated some discussion and ultimately the parties signed a G 11 waiver that effectively met the Employer's concerns.

Finding of Fact: The parties agreed to a G 11 waiver which makes any wage and benefit changes retroactive to the end of the last contract.

Suggested Language: Current Contract Language

Note: All tentative agreements are included in this recommendation by reference.

Signed this 29th day of November 2017, at Munroe Falls, Ohio.

/Dennis M. Byrne/

Dennis M. Byrne, Fact Finder