

FACT FINDING REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
May17, 2018

In the Matter of:)	
)	
The Great Parks of Hamilton County)	
)	
)	SERB Case No.
)	2017-MED-10-1300
vs.)	
)	
)	
The Ohio Patrolmen's Benevolent Association)	
)	
)	

APPEARANCES

For the Great Parks:

Jeffery Shoskin, Attorney for the Great Parks
Jeff Hemenway, Attorney for the Great Parks
Jill Frazier, Chief of Human resources for the Great Parks
Thomas Lowe, Chief Financial Officer for the Great Parks
Ridck Spreckelmeier, Interim Chief of Rangers for the Great Parks

For the OPBA:

Mark Volcheck, Attorney for the OPBA
Rick Dove, Ranger for the Great Parks
Missie Shannon, Ranger for the Great Parks
James Williford, Ranger for the Great Parks

Fact Finder: Dennis M. Byrne

Background

This fact-finding involves the Great Parks of Hamilton County (GPHC/Employer) and the Full Time Great Parks Rangers represented by the Ohio Patrolmen's Benevolent Association (OPBA/Union). The parties held a number of negotiating sessions in an attempt to find mutually acceptable language for a successor agreement for their contract that expired on December 31, 2017. The Fact Finder and the Parties met originally on February 16, 2018, and the Parties asked for a continuance to discuss some new ideas that were presented at that meeting. In spite of their efforts, they were unable to reach a final agreement on a new contract; and three issues remain on the table. These issues are 1) Article 22, Vacations; 2) Article 29, Wages; and Article (New), Injured on Duty. The Fact Finder and the parties again engaged in discussions prior to the start of the formal hearing, and the parties agreed to sign off on the Vacation Article; and consequently, there are only two remaining issues on the table.

Since the parties were unable to reach a final agreement, there was a hearing on the two (2) outstanding issues. The Hearing commenced at 10:00 A.M. on Monday March 12, 2018 at the Great Parks' Administrative Office Building. The hearing ended at approximately 12:30 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:

A number of facts need to be discussed before the open issues are analyzed in detail. First, the data presented by both parties show that the ranger staff is relatively well-paid when compared to other park rangers throughout Ohio. With the exception of the Cuyahoga County Metro Parks, which is the largest county park system in the State, the GPHC rangers rank at the top or near the top of ranger pay scales. This fact must be considered when analyzing the Union's demand for a change in the pay structure for the GPHC rangers.

However, that fact cannot be considered dispositive of a pay structure that meets the park rangers' concerns. Historically, the GPHC has always had a merit pay system. That system allowed the Park Administration to make a determination about which rangers were more proficient at their jobs and to reward their performance. The dispute in this negotiation is the Union's demand for a pay scale based on seniority. This would be a major change in the way that pay has always been determined and will have large impacts on management and the Parks System's budget.

Merit pays systems are always unpopular with unions (employees) because of the problem of, or potential for, favoritism. This means that unions always prefer a pay system that is based on seniority. In general, most public-sector employers use a pay

scale (non-merit) system when negotiating wage increases. Therefore, this dispute between the Great Parks Administration and the rangers is not unusual.¹

The Parks Administration stated that the current pay structure works and that its employees are well paid compared to other park rangers throughout the state. This is true. With the exception of the Cuyahoga County Metro Parks ranger staff, the GPHC employees are well paid at both the entry and senior levels compared to other park system's employees. However, a GPHC ranger may have to work many more years than other park rangers to reach the top of the pay scale. The OPBA seems to believe that the result is that the discounted present value of the GPHC rangers pay may be significantly less than rangers who work for other park systems.² It is clear that it takes more time for a Great Parks ranger to reach the top of the pay scale compared to other rangers throughout the State.

The Union's wage demand uses the current wage rate of the employees, plus a makeup percentage for a year when wages were frozen, as the base rate. The Union's wage demand is for 1) the wage increase offered by the Employer for 2018 through 2020; and 2) a step scale designed to move employees to the top rate in fifteen years. This demand is very costly for the Employer.

The current labor force contains a number of employees who have worked for GPHC for many years. The Union proposes that the top end of the scale be based on the current wages paid to these long tenured employees. Therefore, the top rate proposed by

¹ It must be noted that the Fact Finder in the previous round of negotiations recommended that the merit portion of the pay raise be deleted from the contract and that the parties agreed with that recommendation.

² The parties presented no data that allows that Fact Finder to determine work-life earnings, and it is possible that the discounted value of a Great Parks ranger is similar to the lifetime earnings of other rangers throughout the State. That is, it takes longer to reach the top of scale, but the GPHC rangers may earn more than other park system employees once the top end of the pay scale is reached.

the Union will be artificially high compared to a pay scale top rate that was instituted years ago. This is especially true if the comparables used to determine the wages paid to other rangers contains one (or more) jurisdictions that pay significantly less than the average pay of all park systems.

Another problem occurs when changing the pay structure. Most pay scale systems have the employees reaching the top of the pay scale in ten or fewer years. There are numerous reasons for this, but the result is that a newly hired employee will earn step increases while he/she is earning lower wages than the average employee. Therefore, he/she will reach the top of the scale with relatively less seniority than the average seniority of the entire work force. This means that the step increases for these employees will be correspondingly lower in dollar terms.³ Consequently, after relatively few years of service, the employee will earn the top scale rate. The result is that most pay scale systems consist of an across the board percentage increase for most of the bargaining unit and a step increase component for employees that have less tenure and who are relatively underpaid when compared to the entire labor force.

That is not the case in these negotiations. Because a merit system has been in place since the beginning of the GPHC, many of the employees have seen a significant increase in their pay, and that translates to a pay scale that is somewhat heavy on highly paid employees. Therefore, if a new pay scale based on the historical merit scale pay rates is added to the contract, it will be very costly to the Employer in the first years of the new system. This is simply a fact of life and mathematics.

³ If the base rate is low, then any dollar denominated raise will be a correspondingly high(er) percentage rate. Therefore, step systems often have a significant percentage increase in each step.

The GPHC Administration tried to pay as much as it could, based on what *its judgment allowed it to pay* (emphasis added). One problem inherent in all merit systems is that there is a paternalistic bias. Without a union, employees have little or no voice in their pay; and the result is that nonunionized employees are almost always discontented over their pay. However, in this situation, the pay of the employees seems reasonable from all of the information that the Fact Finder has examined. The employees want a say in setting pay rates, but there is nothing in the record that shows that the GPHC Administration deliberately kept wages below the market wage.

A second point must be mentioned. The Employer argued that the Union was, in effect, cherry picking. That is, this is only the second negotiation between the parties; but the Employer maintains that the Union has access to many mature agreements and is trying to make a relative new contract resemble mature agreements. The Employer maintains that some of the issues that the Union raised and the positions taken resemble the language in other agreements. The Employer argues that there is no information in the tradeoffs that led to these agreements, and that the Union's positions are not reasonable for a second contract cycle. The Employer used the Union demand on its Injured on Duty proposal as an example of this phenomena.

There is some truth to the GPHC position. However, the fact that mature contracts contain language on issues that have arisen between similarly situated workers means that the parties to this agreement do not need to "reinvent the wheel." The Union's demands are reasonable positions for an employee organization, and the Fact Finder does not believe that a demand should be ignored because the demand mirrors language found in other agreements. On the other hand, the language inserted into this

contract must fit the needs of the rangers and the GPHC based on the evidence in the record.

Issue: Article 19: Wages

Union Position: The Union demands that the parties' contract contain a wage scale. The Union proposes a wage scale that consists of eight (8) steps that would have an employee reach the top step after fifteen years.

Great Parks Position: The GPHC proposes a continuation of the current system. Its offer is a base rate increase for all employees with a cap on the top rate. The offer is for a 3% increase in 2018, and a 2% increase for 2019 and 2020. In addition, the Employer is proposing that the top pay rate (cap) increase by 1.0% in each year of the prospective contract. If an employee is at or reaches the top of the wage scale during the life of the agreement, then he/she will receive a lump-sum payment for any wages earned above the cap.

Discussion: The problem is that the park system paid its employees with a modified merit pay system for decades. The OPBA was certified as the bargaining agent for the rangers approximately five years ago, and this is the second round of negotiations. Therefore, the Union demand for a wage scale means that an entirely new pay structure based on seniority is being proposed to replace the older merit-based system. The Union is proposing the new pay structure because 1) it argues that it takes an employee too long to reach the top pay step under the current system; and 2) that there are inequities in the current system, and 3) there is no uniformity in pay rates. The examples cited are 1) that

the most senior ranger is not the highest paid employee, 2) that there are 17 different pay rates for twenty-three employees.

The Employer counters the Union's positions with the argument that the Great Parks' rangers are well paid compared to similarly situated employees, i.e., the system has worked well. The Employer agrees that the most senior employee is not the highest paid ranger; but stated that the data show that only one other ranger is paid more and the difference is less than \$150.00. GPHC states that it pays its employees well, that it has no trouble attracting candidates for open positions, and that it has minimal turnover of employees. The park system believes that there is no reason for changing the current pay system.

The evidence put into the record by the Union in support of its position is wage information from 1) police departments in the greater Cincinnati area and 2) all other park systems throughout the state. These data are the comparables that ORC 4117 lists as a factor that must be considered by a Fact Finder when he/she makes a recommendation. The Employer concentrated on data from other park systems throughout Ohio in its presentation.

The Union presented voluminous data from many jurisdictions. The Fact Finder has examined the data and finds that police departments are not really comparable to the Great Parks. This finding mirrors a finding in the performance audit that the State Auditor's Office conducted for the GPHC. That audit used other park systems around the state as the comparable jurisdictions for the GPHC. The Fact Finder understands the reasons that the Union used area police departments as comparables, especially because the rangers are sworn peace officers, but the Fact Finder believes that while the job of a

police officer and the job of a park ranger overlap in some ways, the jobs are not really comparable. The major aspects of a police officer's job are the suppression of crime and the apprehension of criminals. The officers patrol areas to reduce the amount of crime and respond daily to calls for help. These duties are also performed at times by park rangers, but the basic duty of a ranger is not to apprehend criminals, run investigations, or reduce crime in the same way that a police officer does.

Both parties presented evidence from all other park systems throughout the state. The Fact Finder agrees that other park systems are comparable to the Great Parks system. That is, the job description of a park ranger is similar in all park systems. Therefore, the data derived from the contracts in other park systems is useful to any neutral making recommendations about compensation issues. However, the Fact Finder believes that the information from the Cleveland Metro Parks is not really comparable to the data from any other park system. The Cleveland Metro Parks has a larger area, many more rangers, and a much larger budget than any other park system throughout the state. In addition, the Cleveland Metro Parks pays its rangers significantly more than any other park system.

The Fact Finder also believes that the Mill Creek Metropolitan Park District is also not comparable to the other park systems. The data presented by the parties shows that the Mill Creek Park rangers are paid significantly less than any other park ranger. The result is that the Fact Finder believes that the best comparables to the Great Parks are 1) the Five Rivers Park District, 2) the Geauga Park District, 3) the Lake Metro Parks, 4) the Metro Parks of Summit County, and 5) the Toledo Metropolitan Park District.

The 2018 data for the five comparable park systems shows that the average starting rate for rangers is \$20.71, and the proposed starting rate for the Great Parks is

\$21.15. Five Rivers, the Geauga Park District, and Lake Metroparks all have a somewhat higher starting wage. The Five River starting rate is 3.0% higher than the Great Parks starting rate. The starting rate for the Geauga Parks and the Lake Metroparks is only pennies higher than the Great Parks starting rate. However, the Great Parks starting rate is comparable to the average starting rate of other park systems. The average top rate for the comparable park systems is \$29.23, and the Employer's proposed top rate for the Great Parks is \$31.73. Therefore, the data cannot be read to show that at either the starting rate or the top rate that the Great Parks rangers are underpaid with respect to comparable jurisdictions for 2018.⁴

The analysis presented above goes to the heart of the question before the Fact Finder. The question is whether there is a need for a new pay structure for the rangers. The data show that the rangers are well paid at both the starting and top pay rates compared to other similarly situated rangers. It should be noted that the Union would argue with this analysis because it believes that the Cleveland Metro Parks should be included in the figures.

The Union's demand is for a pay schedule with 8 steps that will have each ranger get to the top rate in 15 years. The comparison usually made in any type of fact finding over wages is the top rate on the scale. This has come to be known as the "10-year rate." That is, the top of the scale is achieved after 10 years of service. A 15-year scale to reach the top step is highly unusual. The Union believes that the longer term will reduce the cost of the proposal. This is true. However, any step scale will increase the wage cost to an employer regardless of the number of steps involved.

⁴ This analysis is similar to Exhibit 2 in the Union's Factfinding Exhibit binder. The Union's data includes the Cleveland Metroparks, while the analysis in this report excludes the Metroparks.

A pay scale has four basic components; 1) the entry rate, 2) the top rate, 3) the number of steps, and 4) the time between steps. The entry rate is the hiring rate. The top rate is the top of the scale. The top rate is the rate that is paid to employees who have moved through the pay scale steps. These employees continue to receive across the board raises, but they do not receive step raises. This means that the top of the scale is often not the top pay rate. Consequently, there is no binding top pay rate for most public-sector employees. That is, the employees continue to receive pay increases even after they have reached the top of the scale.

The number of steps is the time it takes to reach the top rate. Usually, the steps are stated in years based on the anniversary date of hire. Finally, there is the time between steps; and this is the number of years in each step.

To illustrate the problems associated with attempting to add a wage-scale to a contract many years after the business (the GPHC in this case) has been in operation, the following example may be helpful. For ease of discussion, assume that the hiring wage is 50% of the top rate, and the new employee is paid \$14.00 per hour. That implies that the top of the scale is \$28.00 per hour. In the usual case, employees receive a yearly raise that is the same for each employee. If that raise is 3.0%, then the entire pay scale increases by 3.0%; but for individuals in the step portion of the scale, their raise is the 3.0% every employee earns, plus a step payment designed to let each employee ultimately reach (be paid) the top rate. Therefore, the junior employees receive two “bumps”, the overall raise and the step payment. The size of the step increase is determined by the difference in the entry wage and the time (number of steps) it takes to reach the top rate.

This means that grafting a step scale on to a merit scale will lead to increased wage costs to the employer. This difference can be substantial. The Employer in its Fact-Finding Statement pointed out that the Union's proposal would ultimately lead to raises for some employees in excess of 20% over the life of the current agreement. This is true, but it is not unusual. The entire idea of a step system is to increase the wages of the individuals at the bottom of the scale. Therefore, a 3.0% general wage increase, coupled with a step payment of 3.0% would lead to approximately 20.0% over three years.

The Employer discussed its objections to the Union's proposal at length. The main thrust of that discussion was the cost implications of the Union's demand (GPHC Pre-Hearing Statement and Fact-Finding submission). The Employer gave a detailed discussion of its finances that proved that its financial condition was fairly strong at the present time.

The citizens of Hamilton County have just agreed to a 1 mill tax levy to fund the parks for ten years. The Employer testified that the levy revenues were 1) its main source of revenue, and 2) that the levy would generate a constant stream of revenue over the ten-year period. Therefore, the Employer argued that it could not afford to give the Union "too much" in the early years of the levy cycle because the cumulative effect over a ten-year period would cause severe financial problems in the later years of the cycle.

The Employer stated that its offer would make the top rate the second highest in Ohio (after the Cleveland Metro Parks) and the entry wage among the highest in Ohio. The Employer argued that any settlement that was greater than its offer would be fiscally irresponsible. The Employer presented tables that showed a cumulative deficit arising in

years 1 through 10 if the Union's wage demand was accepted. That is, based on its projections, the Employer believes that the 10-year cumulative deficit is forecast to be approximately \$1,600,000.00. The Employer contends that a deficit of this magnitude would be unmanageable and would lead to severe cuts in the GPHC operations budget during the later years of this levy cycle.

In its presentation, the Employer stressed that it had limited sources of funds. The single largest funding source is the levy. The other ways that the GPHC generate money is income from continuing activities. The Employer presented data showing that its income producing activities generated less income than was projected over the past few years.

In addition, the Employer presented information related to weather caused problems that have plagued the park system and caused unexpected repair costs for portions of the park's infrastructure. Finally, the Great Parks' representatives testified that even if the Union accepted its wage offer, the Park System would run a projected deficit in every year of the levy cycle. The Employer iterated that it must not overspend in the first year(s) of the levy cycle because excess spending in the early years of the cycle will cause severe problems in the future.

The Fact Finder has examined all of the financial information presented by the GPHC and believes that the Park System must budget its funds carefully and control its expenditures. However, the park system is not facing financial distress in the short run. That is, the Fact Finder believes that the GPHC can afford to meet the Union's wage demand. However, it also means that if the Great Parks' ongoing operations do not generate the forecast income or if the Park System has some unexpected expenses, then

the Employer may be faced with the prospect of trimming costs. The best way to cut costs is to cut personnel, and the rangers may face a layoff situation. The GPHC has been forced to lay-off employees twice in the last few years, but the rangers have been spared. If further layoffs are needed, the rangers may be impacted.

The foregoing paragraphs mean that the Fact Finder believes that the real question is whether the Great Parks should meet the Union's demand. The main problem with the Union's position is the fact that a merit system was in place for years, and now some rangers earn as high or high(er) wages than other rangers throughout the Ohio. If the top rate is set at the rate earned by the highest earning rangers, then the top rate will be artificially high compared to the 10-year rate.

In addition, the data presented by the parties showed that the Union's demand was approximately \$167,000.00 higher than the Park System's offer. That equates to an average raise per employee per year of \$2,100.00. This raise is on top of the Employer's offer. This is due to the step scale demanded by the Union.

Moreover, the way that the Union calculated the step scale leads to wage increases in excess of \$10,000.00 for four rangers with 10 to 12 years of experience. The rangers at the top and the bottom of the scale gain relatively less under the Union's proposal. This is due to the fact that the Union's proposed scale has a step increase at nine years and another increase at ten years. This mirrors the fact that the Union believes rangers with this amount of seniority are underpaid when compared to other rangers throughout Ohio with ten years of service.

The problem with the Union's demand is that while the Employer's wage scale may have some equity issues related to certain employees, the overall scale is reasonable

when compared to rangers in other park systems throughout the state. The starting rate leads to a 2018 wage in excess of \$44,000.00. The top rate leads to a wage in excess of \$67,000.00. Adding a step scale to these wage rates leads to a scale that is the highest in the state in 2018 – 2020 period including the Cleveland Metro Parks.

Therefore, the Fact Finder faces a dilemma. If he recommends a wage scale, that scale must be based on a top rate that is less than the top rate earned by a number of Great Park's senior rangers. On the other hand, if the top rate is set at the top rate of the current employees, then the scale will generate wage increases that cannot be justified by the data found in the record. The result is that the Fact Finder has not been able to decide on a scale that fits the needs of the parties.

Consequently, the Fact Finder is recommending the Employer's position on this issue with some modifications. First, the union's position appears to be based on the premise that the rangers are underpaid compared to other rangers throughout the state. While the data makes that premise hard to fully evaluate, the data do support a finding that the employees with 9 to 12 years of seniority are somewhat underpaid. The amount that these employees are underpaid is hard to determine because the data presented by the Union is somewhat deficient for two reasons. First, the Employer uses a quartermaster system for uniforms. All other parks throughout the state pay a uniform allowance. The Union data adds the uniform allowance dollars to the total compensation number for comparable jurisdictions but assigns a zero-dollar value to the GPHC quartermaster system. Second, while the Fact Finder knows what other parks districts pay their employees, there is no way to evaluate the data. That is, the current wage and benefit package paid to the rangers in other park systems is the result of negotiations that have

taken place over numerous negotiation cycles. There is no way to determine what tradeoffs and deals were made that led to the current wage structure.

Regardless, the Fact Finder believes that the data show that some of the employees with 9 to 12 years of seniority are underpaid and is recommending an equity adjustment for these individuals. The Union membership also pointed out that Douglas Proud who has 31 years of service is not the highest paid employee. The Union membership believes that this is inequitable. The data shows that individuals with many years less seniority are paid more than Proud. Consequently, the Fact Finder is also recommending an equity adjustment for Proud.⁵

A second problem is present in the GPHC wage proposal. The Employer has offered wage increases that are in excess of what it considers the top rate. In the private sector, the affected employees would not receive a raise. However, in the public sector the concept of a top rate is different. The Employer, in recognition of this fact, has offered to pay the affected employees a bonus payment equal to the difference between what the employee would earn if there was no top rate listed in the contract and the amount that the employee will earn with the top rate (cap) in effect.

Under the Employer's proposed system, the senior employees' top rate is listed in the contract. Ultimately, this system would have all rangers at a top rate that would be less than what any ranger earns. In other words, the GPHC offer is closer to a private sector top rate pay system where the employee's earnings are capped than the current system where the top rate rises each year. This also leads to a situation where the employer's pension would be less than under the Employer's proposed system compared

⁵ See Appendix A to this report.

to a system where the top rate increases by the negotiated general wage increase each year.

The pension contribution question is vexing. The contribution problem discussed above is compounded by the fact that the rangers affected by the cap are the more senior staff that are closer to retirement. The Employer is cognizant of the problem and its offer increases the top rate by 1% per year of the proposed agreement. The fact that the Employer's offer leads to a situation where the rangers' pensions will be affected and given the fact that the savings to the Great Parks is not that great given the age and service distribution of the senior employees, the Fact Finder is recommending that the top rate be allowed to increase by .5% in each year of the proposed contract.

The above discussion based on the data in the record and the testimony at the hearing leads to the following conclusions.

1. The Great Parks rangers are not underpaid compared to other similarly situated employees.
2. The Employer's pay proposal is reasonable given the data in the record.
3. There is no reasonable way that the Fact Finder can determine to change the current system to a step scale at a manageable cost to the GPHC because the data shows that the current pay scale places the rangers near the top range in comparison to other park rangers throughout Ohio.
4. Nonetheless, the Fact Finder agrees that there is an inequity in the wages of the Great Parks rangers with 9 to 12 years of seniority. Consequently, the Fact Finder is recommending a one time, \$1,000.00 adjustment to wages of a number of rangers in the 9 to 12 year seniority window.

Finding of Fact:

The Great Parks rangers are not underpaid compared to the rangers in other comparable Park Districts.

Suggested Language: The Fact Finder is recommending the Employer's proposal with two modifications. First, an equity payment for rangers with between 9 and 12 years of service; and second, the top rate cap found in the proposal will be increased by .5%/year.

Article 29

Wages

Section 29.1 In 2018, the Employee pay scale will 21.1494 minimum and \$31.7283 maximum. In 2019, the Employee pay scale will be \$21.3069 minimum and \$32.0456 maximum. In 2020, the Employee pay scale will be \$21.5745 minimum and \$32.3661 maximum.

Section 29.2 In 2018, all Employees will receive a 3% base wage increase effective for the first paycheck in 2018.

Section 29.3 In 2019, all employees will receive a 2% base wage increase effective for the first paycheck in 2019.

Section 29.4 In 2020 all Employees will receive a 2% base wage increase effective for the first paycheck in 2020.

Section 29.5 Unchanged

Section 29.6 Unchanged

In addition, the top rate listed in the contract will increase by 1.50% in each year of the proposed agreement.

Finally, the language related to bonus payments for employees who have hit the cap will remain in the contract.

Issue: Injured on Duty Pay: Article - New

Union Position: The Union is demanding that Injured on Duty language be added to the contract.

Great Parks Position: The Employer rejects the Union's demand.

Discussion: This demand is based on the fact that a ranger was injured on duty when he was involved in an accident driving from one park to another park. This is a situation

that arises occasionally in any job. The Union demand is for a twelve (12) week paid leave, coupled with Worker's Compensation payments.

The Employer rejects the Union's demand as unnecessary. The Employer agrees that accidents and injuries occasionally happen to rangers while on duty. The Employer argues that this has always been true, and that the rangers and the GPHC have always used a system where accrued leave coupled with Worker's Compensation payments have covered any expenses. In support of its position, the Employer recounted the story of an injured employee who use Worker's Compensation and accrued leave to be paid more while on injury leave than he was paid while at work. The Employer does not believe that the current system has led to problems for any injured worker and does not believe that the Union's suggested language is necessary at this time.

This is an example of the Employer's contention that the Union is using mature contract language for inclusion into the parties' contract. The Employer believes that the current system in place in the GPHC has worked well in the few instances where a ranger is injured in the line of duty. The Employer believes that there is no reason for it to pay up to 12 weeks of injury pay, and that the use accrued time has always worked well in the rare instance that a ranger is injured on duty. The Employer's position seems to be, "If it isn't broke, don't fix it."

The Fact Finder agrees with the GPHC position on this issue. The testimony showed that the current program works well. The Fact Finder understands the Union's position, but the Union did not prove that there was any real need for its suggested language.

Finding of Fact: The Union did not prove that the current system of paying an employee who is injured on duty has caused any hardship on any of its members.

Suggested Language: None

Appendix A

The following employees shall receive a \$1,000.00 equity adjustment to their wages before any of the negotiated increments are added to their wages.

<u>Name</u>	<u>Years of Service</u>
1. Matt Siry	12
2. Andrea Alberico	10
3. Sherry Garner	10
4. Katie Lake	9
5. Shad Wetterick	9
6. Nathan Zimmerman	9

The following employees shall receive a \$500.00 equity adjustment to their wages before any of the negotiated increments are added to their wages

<u>Name</u>	<u>Years of Service</u>
1. Ricky Dove	12
2. Eric Gregory	11
3. Daryn Chenault	9

The following employee shall receive a \$1,000.00 equity adjustment to his wages before any of the negotiated increments are added to his wages.

<u>Name</u>	<u>Years of Service</u>
1. Douglas Proud	31

Signed this 17th day of May 2018 at Munroe Falls, Ohio.

/Dennis Byrne/
Dennis M. Byrne, Fact Finder