STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

In the matter of	*	Case Nos. 95-MED-03-0218
	*	95-MED-03-0219
Fact-finding between:	*	
	*	Fact-finder:
Fraternal Order of Police	*	Martin R. Fitts
Ohio Labor Council, Inc.	*	
	*	
and	*	
	*	
Allen County Sheriff's Office	*	January 3, 1996
	*	
	*	

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REPORT AND RECOMMENDATIONS OF THE FACT-FINDER

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Appearances

For the Fraternal Order of Police, Ohio Labor Council:

Ross Rader, Staff Representative
Michael White, Union Representative
Dennis Rode, Union Representative
Greg Crites, Union Representative

For the Allen County Sheriff's Office:

Jonathan J. Downes, Labor Counsel
Daniel W. Beck, Sheriff
Gene King, Inspector
Larry Van Horn, Inspector
Fred Eldridge, County Administrator

PRELIMINARY COMMENTS

The Collective Bargaining Agreement is a multi unit agreement. Bargaining Unit A consists of all Patrol Officers, Dispatchers, Detectives, Correction Officers I and II, Civil/Court Service Officer, and Transportation Officers. Bargaining Unit B consists of Head Cook, Cook, Clerk, Typist, Mechanic, and Assistant Mechanic. There are approximately 85 employees in Bargaining Unit A, and 10 employees in Bargaining Unit B.

The State Employment Relations Board appointed the undersigned as Fact-finder in this dispute on May 31, 1995. The parties mutually agreed to extend the fact-finding deadline. The parties met on the following dates for the purpose of collective bargaining: June 20, 1995; July 20, 1995; July 21, 1995; July 28, 1995; August 3, 1995; August 8, 1995; August 29, 1995; October 6, 1995 and October 12, 1995. The parties met with this Fact-finder on December 5, 1995 for mediation.

The fact-finding hearing was held on December 8, 1995 in the offices of the Allen County Commissioners. Both parties attended the hearing, presented written positions, and elaborated upon their respective positions. There were 12 issues at impasse: Union Security; Filling Positions; Hours of Work; Wages; Insurance; Vacation; Holidays; Sick Leave; Uniforms/Equipment; Family and Medical Leave Act; Physical Fitness; and Duration.

In rendering the recommendations in this Fact-finding Report the Fact-finder has given full consideration to all testimony and exhibits presented by the parties. In compliance with Ohio Revised Code, Section 4117.14 (G) (7) and Ohio Administrative Code Rule 4117-9-05 (J), the Fact-Finder considered the following criteria in making the findings and recommendations contained in this Report:

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 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 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 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 in private employment.

All references by the Fact-finder in this report to the Employer's proposal and the Union's proposal are references to their respective final proposals as presented at the December 8, 1995 hearing.

ISSUES AND RECOMMENDATIONS

Issue: Union Security

Positions of the Parties

The Union proposes changing the existing agreement, which contains a "maintenance of membership clause" to a "fair share fee" clause. The Union position is that 97.5% of the 800 agreements that the Ohio Labor Council has bargained have fair share fee clauses in them. The Union has incorporated language from the Ohio Revised Code Section 4117 into its proposal, and goes to great lengths and expense to ensure that it follows all laws applicable to the collection of fair share fees.

The Employer noted that fair share fee clauses are permissive topics, not required to be bargained, and believes that nullifies any comparables being used. It noted that none of the other collective bargaining agreements that Allen County is a party to has a fair share fee clause in it, including the "Gold" contract with the Sheriff's Office Command Officers represented by this same Union. Further, the Employer feels that it would be exposed to significant legal costs should such a fair share fee be incorporated into the collective bargaining agreement.

Findings and Recommendation

The Union did not demonstrate a compelling reason to include a fair share fee clause in the new Agreement. While the vast majority of the union's agreements contain such a clause, its other agreement with the Allen County Sheriff (the 'Gold" contract) does not. The Employer's proposal for Article 3 - Union Security is recommended in its entirety by the Fact-finder.

Issue: Filling Positions

Positions of the Parties

The Employer indicated that it accepted many of the changes proposed by the Union in this Article. Specifically, this would be Sections 15.1, 15.2, 15.3, 15.4, 15.6, and 15.7 in the Union's proposal.

The Union proposes in its Section 15.5 some language outlining the Sheriff's authority to make temporary appointments. The Employer objected strongly to the word "assignment" being used instead of the word "appointment" relative to this section, arguing that the two words are not interchangeable, and also argued that the section should be clarified to ensure that it means temporary appointment to a

higher classification.

Finally, the Employer proposed some language, specifically the third and fourth paragraphs of its proposal for Section 15.5, which deal with selection factors. This language appears in the "Gold" agreement. The union argued that it was not authorized to bargain over new hires. The Employer countered that these paragraphs simply point out the Sheriff's ability to hire from the outside, and also get the criteria out on the table.

Findings and Recommendation

The Union's proposal for Article 15 is recommended with the two changes. Section 15.2 of the Union's proposal shall include paragraphs three and four of the Employer proposal 15.5. These two paragraphs reflect the acknowledgment shown by the Union at the hearing that the Sheriff has the right to hire from outside the department, and also contain language that spell out the selection criteria which the Sheriff would use, while at the same time providing no detriment to this bargaining unit. The two paragraphs to be included in the recommendation read:

> *Selection factors may include prior law enforcement experience with the Allen County Sheriff's Office or other law enforcement agency. Prior experience in law enforcement with the Allen County Sheriff's Office may be a factor, but not the sole factor, for selection.*
>
> *The Employer shall select the best qualified candidate from the qualified applicants. The candidate selected may be a non-employee of the Sheriff's Office. In the event two or more candidates are equally qualified, the candidate who is an employee of the Sheriff's Office shall be selected.*

The Employer's concerns regarding the clarification that the Union's

proposed Section 15.5 applies only to temporary appointments to higher classifications and not to lateral assignments is valid. Therefore the recommendation amends the last sentence of Section 15.5 of the Union's proposal to read :

> *Such temporary appointments to a higher classification shall not exceed one hundred eighty (180) days.*

Issue: Hours of Work

Positions of the Parties

The Parties have both proposed changes that will fold the existing two banks of compensatory time and holiday time into a single bank. The Employer proposal contains language which would allow the Employer to schedule compensatory time for an employee that does not reduce the employee's balance below 32 hours (which is in the current agreement), while the Union would raise that threshold to eighty (80) hours. The Union reasons that by folding in the eighty-eight (88) hours of holiday time into the single bank, that the threshold should also raise.

The Union is also proposing that a shift preference clause be added to the Agreement. The Employer argued strongly against this proposal, stating that the Sheriff needs to have the flexibility to assign his officers to shifts based on need and ability, not based on seniority. The Union counters that other departments have shift preference clauses, with many requiring a minimum number of years seniority before you are eligible.

Findings and Recommendation

The difference in the two proposals for the threshold for the compensatory

time bank is significant. The Employer is correct in asserting that allowing the bank to grow to 80 hours would be a great burden on the Sheriff's Office. However, in light of the fact that the Union has worked with the Employer to try and accommodate the administrative and budgetary problems associated with too much accumulated leave, some consideration should be given to the Union's position. A minimum balance of forty (40) hours seems reasonable, still administratively workable yet gives some consideration to the employees in the bargaining unit for their willingness to be part of a solution for the Employer.

The Employer's proposal for Article 17 - Hours of Work and Overtime is recommended with the following amendments:

1) Section 17.2 first paragraph, last sentence to be amended to read "... *provided the Employer scheduled compensatory time does not reduce an employee's balance below forty (40) hours . . .* ";

2) Section 17.2 part A to read: *"The choice is not effective until the first pay period after the execution of this agreement"*;

3) Section 17.2 part D to have added "... *at the rate it was earned, provided that all applicable laws regarding compensatory time are followed.*"; and

4) Section 17.2 part E, first sentence shall read *"All compensatory time which is holiday hours added to the compensatory time bank (i.e. 88 hours) must be taken each year by scheduling at least eight (8) hours . . .*".

The Fact-finder was persuaded by the arguments of the Sheriff against a shift preference clause, particularly since the Union's proposal did not contain some of the provisions such as minimum seniority levels which the Union suggested other departments have. The Union's proposal for a shift preference clause is not recommended.

Issue: Wages

Positions of the Parties

The Union's proposal calls for wage increases of 4.5% retroactive to July 1, 1995, 4% effective July 1, 1996, and 4% July 1, 1997, except that dispatchers would receive wage increases of 6%, 5.5%, and 5% in each of the three years and corrections officers would receive 5%, 4.5% and 4% in each of the three years. The Employer proposes across the board increases of 4%, 3% and 3% in each of the three years, with dispatchers to receive an additional $0.25 per hour the first year, $0.15 the second, and $0.10 the third; and corrections officers receiving an additional $0.10, $0.10, and $0.05 in each of the three years.

The Union proposal also retains a wage classification of "detective", while the Employer proposal includes language specifying that deputies assigned to detective work would receive an additional $1.00 an hour. The Employer argues that "detective" is an assignment, not a job classification. The Union counters that "detective" has been a wage classification, and that in the current contract there is no language that says detectives are to be paid $1.00 an hour more than road patrol, and that the wage steps in the current agreement call for more than a $1.00 an hour difference in steps B, C, and D. The Union proposal also includes seven pay steps, while the Employer proposes four steps, and the changing of the last three steps to longevity steps, as is the case in the "Gold" contract.

The Union proposes changes in the section regarding temporary assignment to "officer in charge" so that an employee would receive the minimum entry rate of the higher classification, rather than the current language which provides for an additional $4.00 per shift. The Employer proposes retaining the old language, arguing that when an employee is serving as an officer in charge, he/she is not performing all of the regular duties of that position..

The Union proposes adding shift differential pay of $0.25 per hour for all assigned shifts beginning after 2:00 p.m. and prior to 6:00 a.m. The Union also proposes a $0.25 per hour for all employees designated by the Sheriff to act as field training officers (FTO's). The Employer opposes each of these proposals, calling shift differential pay nearly non-existent in Sheriff's Offices, and stating that training of new officers is really a duty of all deputies, not just those assigned the task. Further, the Employer argues that FTO is just one of many special assignments, and that those other special assignments do not carry additional compensation.

Findings and Recommendation

The Employer did not claim an inability to pay, and noted that its wage offer is very favorable when compared to other bargaining units in the Allen County and to wage increases across the nation. The Fact-finder agrees, and also agrees that "detective" can properly be considered an assignment, and not a wage classification in this agreement, and is properly covered by the Employer's language in its proposed Section 18.1. The Fact-finder also agrees with the fairness of the Employer's proposal for "officer in charge" in its Section 18.2.

The Employer's proposal for Sections 18.1, 18.2, 18.3 and 18.4, including the wage scale proposed by the Employer at the hearing (which is attached to this report) is recommended. The effective date of the first wage increases shall be as the parties agreed, July 1, 1995. The increase is to be calculated as a lump sum amount to be paid in a separate lump sum payment calculated on the number of regular hours for an employee between July 1, 1995 and the date that this contract can be implemented in the manner set forth in the Employer's written proposal supplied at the hearing. The subsequent wage increases shall be effective July 1, 1996 and July 1, 1997.

The Fact-finder does not believe that sufficient evidence was presented to

support a shift differential as proposed by the Union, particularly a lack of information on the potential cost of such an item. No shift differential is recommended.

The Fact-finder does find sufficient evidence for the $0.25 an hour additional compensation for employees designated as FTO's. The Employer argued against the FTO's receiving additional compensation because no other special assignments carried additional compensation. However, the Employer also had argued that "detective" was not a wage classification, but rather a special assignment which carried with it additional compensation. Special assignments either should be able to receive additional compensation, or they should not, but the Employer cannot have it both ways. Since the Employer proposes additional compensation for "detective" assignments, the Fact-finder must conclude that the Employer believes that some assignments should carry additional compensation. Therefore the only argument regarding FTO's is whether they deserve additional compensation. The Union's testimony that most departments provide same, and that there is additional liability for the employees serving in an FTO position, are persuasive. The Fact-finder recommends that the Union's proposed Section 18.5 - Training Officer calling for an additional $0.25/hour for FTO's be adopted.

Issue: Insurance

Positions of the Parties

The Union proposed several changes in Article 19 - Insurance. The primary change is the reduction in the employee-paid health insurance premium from 25% to 15%. The Union provided comparables for other counties showing an average employee contribution of 5% of the health insurance cost. The Union also provided statewide figures which showed the bargaining unit members paying considerably

more for health insurance than employees in other counties.

The Employer countered that the rate paid by the Sheriff's Office employee is less than that paid by other bargaining units in Allen County, and through the testimony of the County Administrator related the history of how that figure was arrived at. The Employer has proposed that the Union participate in a health insurance committee which would include employees from other bargaining units as well as non-bargaining unit county employees to review and make recommendations on ways of reducing employee costs. Further, the Employer noted that the County is self-insured, and that in 1994 two months of premiums were waived by the County, and in 1995 one month's premium was waived by the County, demonstrating the County's desire to work cooperatively with the Union on attempting to reduce the cost of health care premiums for employees.

The Union proposes an increase in the life insurance benefit provided by the County to $15,000 up from $10,000, and proposes the inclusion of a disability insurance benefit for the employees. The Union estimates the cost of the disability insurance benefit to be $7-$8 per employee per month. The Employer is proposing that the life insurance benefit remain the same as in the current agreement, $10,000, and stated that the ability to accumulate sick leave provides for a form of disability protection, and notes that the Union has not proposed a reduction in sick leave accumulation concomitant with the proposed disability benefit.

Findings and Recommendation

While the members of the bargaining unit pay a large sum toward health insurance, the amount is consistent with what other Allen County employees, including what those in other bargaining units, pay. This includes the "Gold" contract. The Employer has demonstrated that the amounts the employees pay has been carefully crafted, and the county has continued to strive for fairness and

reductions in health care cost. The waiver of premiums in the past, and the desire to set up a multi-bargaining unit committee to review changes demonstrate further the county's good faith. The Employer has noted that the Sheriff's Office composes a large percentage of the county employees, and that reductions in this bargaining unit's health care premium contribution would greatly affect the contribution of the remaining employees.

The Union's other proposals, for an increase in the life insurance premium and for the establishment of a disability insurance benefit, were not supported with enough evidence to recommend any changes at this time to the existing contract.

The Employer proposal for Article 19 - Insurances is recommended in its entirety. The Fact-finder hopes that the Union will participate in the proposed labor-management committee which would include all of the county's bargaining units and non-union employees, and hopes that all the parties will proceed in good faith.

Issue: Vacation

Positions of the Parties

The Union proposes several changes in this Article of the current contract. In Section 20.1 the Union proposes reducing the length of service required for various vacation hour amounts, and creating a new 240 vacation hour category for seniority of 26 years or more. The Employer desires Section 20.1 to remain as is. The Employer noted that all other employees of Allen County, whether represented by other bargaining agents or non-union, all follow this existing vacation accrual policy. Further, the Employer cited numerous comparables demonstrating that the current vacation accrual policy is consistent with other comparable counties.

The Union proposed several other changes in the vacation Article, many of which the Employer agreed to. However, in Section 20.2 of the Union proposal, the Employer objects to the inclusion of the phrase "and the vacation/time off books" in the first paragraph, arguing that this represents the present mechanics of how vacation requests are recorded, but that this might be changed during the life of the agreement if a better system of recording vacation requests is determined. The Employer also objects to the phrase "in December" which is included in part B of the Union's proposed Section 20.2, noting that the Union's proposed Section 20.6 contains language that protects the employees by reimbursing them for non-recoverable expenses if vacations are cancelled by the Employer.

Findings and Recommendation

The Employer's arguments regarding the proposed changes in Section 20.1 are persuasive, as the present system is consistent with all the other Allen County employees and with Sheriff's Offices in many other comparable counties. Therefore the Fact-finder recommends the retention of the existing Section 20.1, as proposed by the Employer.

The Employer's objections to the two phrases in the Union proposal's Section 20.2 are also persuasive, and were not countered by arguments for the changes on the part of the Union. The remainder of the Union's proposal was sufficiently justified. The Fact-finder recommends the Union's proposal for Sections 20.2, 20.3, 20.4, 20.5, and 20.6, with the deletion of the phrase *"and the vacation/time off books"* in the first paragraph of Section 20.2 and the deletion of the phrase *"in December"* in part B of Section 20.2.

Issue: Holidays

Positions of the Parties

The Union proposed increasing the personal days from eight hours of personal time to sixteen hours of personal time annually. It also proposed that employees receive time and a half for working on holidays rather than just straight time. The Union argued that most comparable counties pay the time and a half.

The Employer argued against increasing the personal days from eight hours to sixteen hours, noting that the comparables show that the total of holidays and personal days for Allen County (12) is the same as the average total of holidays and personal days for the comparable counties cited by the Union. The Employer also argued against raising the pay for working on holidays to time and a half, noting that the employees receive one hour of compensatory time off for each hour they work on a holiday.

Findings and Recommendation

The combination of holidays and personal days the employees in the bargaining unit receive is in line with the comparables cited, and there is no justification to increase the personal days to sixteen hours from the current eight hours. While the Union stated that a majority of its agreements contain time and a half pay for holidays, the "Gold" contract in Allen County does not have such a provision. The internal comparable of the "Gold" agreement is a more valid comparison, and thus the Fact-finder recommends the Employer's proposal for the entire Article 21 - Holidays be adopted.

Issue: Sick Leave

Positions of the Parties

The Union and the Employer agreed on several changes in this Article, but had a disagreement in several areas. The Union proposed inclusion of "brother-in-law" and "sister-in-law" in the definition of Immediate Family, explaining that it has occurred where an employee has had difficulty in getting time off to attend a funeral of same. The Employer stated that they could not recall an incident when an employee did not have some kind of leave available to them, although not necessarily sick leave. The Employer also cited internal consistency, as the "Gold" agreement does not include "brother-in-law" and sister-in-law" in it.

The Union proposed a change in the Retirement section calling for a pay-out of unused sick time upon retirement. The Employer countered that the existing language is the same as is in the "Gold" agreement, as well as the CWA contracts and the AFSCME contract with the county. They also argued that the Union provided no cost estimate for this change.

Another proposed change by the Union is the inclusion of language calling for a bonus plan for unused sick leave. The Union showed that 56% of comparable counties had such a plan. The Employer countered that a previous incentive plan had not worked, and that the comparables offered showed no details of what those bonus plans were.

Findings and Recommendation

The Fact-finder recommends the Union proposals for Sections 22.1 - Accrual, 22.2 - Uses, and 22.3 - Mark Off, which were also acceptable to the Employer.

The Union proposal for Section 22.4 - Immediate Family is recommended, however with the deletion of *"brother-in-law"* and *"sister-in-law,"* as no compelling need for a change was presented.

The Union proposal for Section 22.5 - Prior Service is recommended, as this language remains the same as the previous agreement.

The Union proposal for Section 22.6 - Retirement is not recommended. Recommended in its place is the language from the Employer proposal's Section 22.7 - Retirement. The Employer's argument for internal consistency, and the lack of information regarding the cost of the Union's proposed change, are persuasive to the Fact-finder.

The Union proposal for Section 22.7 - Donated Time is recommended, however with the inclusion at the end of part C of the sentence: *"Vacation time donated can only be donated in 8-hour increments."*

The Union proposal for Section 22.8 - Examinations is recommended, as this contains an agreed upon change.

Regarding the Union proposal for Section 22.9 - Injury/Death of Employee, the first paragraph of Section 22.9 of the Union proposal is not recommended. Only the second paragraph beginning: "An employee fatally injured in the line of duty or who becomes qualified for disability . . ." is recommended.

The Union proposal for a bonus plan is not recommended. The Employer's arguments against, including the lack of information in the Union-offered comparables and the lack of any cost information, are persuasive.

Issue: Uniforms/Equipment

Positions of the Parties

The Union is requesting a change in the uniform allowance for road patrol and plain clothes officers up to $475 in the first year, $475 in the second year, and $500 in the third year; the allowance for corrections officers and deputies would be $325 the first year, $325 the second year, and $325 the third year. The Union is also proposing a new provision which would allow an officer who in performance of their daily duties carried an employer-issued firearm, to be able to purchase same upon their retirement. The purchase price would be based on a 20% depreciation per service year, with a minimum value of one dollar.

The Employer proposes uniform allowances of $450, $475 and $500 for the first, second, and third years respectively for road patrol officers, and $300 in each year for corrections officers and dispatchers. The Employer objects to the inclusion of the duty weapon purchase, and says that it is an inappropriate means of recognizing an employee for their retirement. Currently employees have taken up a collection to pay for the retiree's service weapon. The Employer feels that the issue of handguns is politically sensitive, and that the Sheriff, an elected official, should not have a provision such as this in his labor contract. The Employer's counsel noted that the Sheriff is not opposed to the retiring officers receiving their duty weapon at retirement, only the method that the Union proposes.

Findings and Recommendation

The parties are relatively close on the clothing allowance issue. Due to the difficulty in interpreting the value of clothing allowances in the comparables presented by the Union, the Fact-finder is left with little to base a decision on. In

light of this, the $475/$475/$500 for road patrol and plain clothes officers, and $325/$325/$325 for corrections officers and dispatchers seems reasonable. Regarding the issue of the duty weapon purchase, the Union's request is a change in who will pay for the duty weapon, but not a change in the practice of the retiring officer being able to take their weapon with them. In light of this, the Sheriff's argument that it is poor public policy does not wash, as the Sheriff is already making the duty weapon purchase possible. This is a modest economic proposal, and the Sheriff did not argue against it on economic grounds. The Union's proposal for Article 25-Uniforms/Equipment is recommended in its entirety.

Issue: Family and Medical Leave Act

The Union withdrew this proposal in its entirety at the hearing.

Issue: Physical Fitness

Positions of the Parties

The Union is proposing a new section in the collective bargaining agreement that states that if the Sheriff imposes a physical fitness program in the department that it would be negotiated, and if the Parties are unable to reach an agreement the matter would go to conciliation.

The Sheriff countered that he had no intention of implementing such a program, and noted that a work-out area had been established for the members of his department, but there were no requirements. The Employer added that the Union concern is for any discipline that would arise over failure to meet physical

fitness standards that could be in place if the Sheriff imposed such a physical fitness requirement, but noted that any discipline under such a program would be grievable anyway. The Employer's position is that there is no compelling reason to include this proposal to the agreement.

Findings and Recommendation

The Fact-finder agrees with the Employer's contention that there is no compelling reason to add this language to the collective bargaining agreement. There is no physical fitness standard at this time, and any such standard in the future would not only be subject to grievability regarding discipline, but would have to comply with external law such as the American with Disabilities Act and Equal Employment Opportunity Act. The members of the bargaining unit would receive adequate protection under the existing labor agreement and the external law until such time as discussion of this issue in negotiations would be appropriate. The Fact-finder does not recommend inclusion of any of the Union's proposal regarding Physical Fitness.

Issue: Duration

Positions of the Parties

The Union is requesting that the expiration of the agreement be December 15, 1997, which would put negotiations into the latter part of the year when there would be reasonable expectations that timely negotiations would occur. Further, the Union believes that having the Agreement expire on December 15th would expose the members of the bargaining unit only to a minimal risk for lost retroactivity

regarding wage increases per the provisions for retroactivity in the Ohio Revised Code.

The Employer noted that they have provided the Union with a signed agreement that any wage increases in this contract will be retroactive to July 1, 1995. It feels that having the expiration of the new agreement occur on the date proposed by the Union would mean that both this agreement and the "Gold" contract would expire at the same time, and that this would be detrimental to the County. The Employer feels that there is no compelling reason to have other than a three-year agreement, and that the proposed shorter duration could have the effect of compounding any wage increases provided for in this agreement.

Findings and Recommendation

The Fact-finder finds no detrimental effect on either party if the new agreement follows the existing agreement and is for a duration of three years. The agreement between the parties that any wage increases will be retroactive to July 1, 1995 was not a disputed issue. While the Union cited its expectations that bargaining in the latter part of the year would result in more timely negotiations, no evidence was presented to persuade the Fact-finder that this would be so. Further, the three year duration is consistent with the wage proposals of both parties. In light of this, the Fact-finder recommends the Employer's proposed language for the Duration of the Agreement, except that the expiration date shall be June 30, 1998 (not the "1989" date as appears in the proposal, and which is believed to a typo.)

Other Tentative Agreements reached by the Parties

At the request of the parties, the Fact-finder has reviewed the other tentative agreements reached by the parties during the course of their negotiations. The Fact-finder also recommends the tentative agreements as agreed upon by the Parties.

Martin R. Fitts 1/3/96
Fact-Finder

ATTACHMENT: Employer-proposed wage scales

4.3.3 w/25,15,10 (D) & 10,10.5 (CO's)

SCALE433DC

WAGES BY STEP AND CLASSIFICATION AND LONGEVITY

1994 NUMBERS	JULY 1995	STEP A 4.00%	STEP B 4.00%	STEP C 4.00%	STEP D 4.00%	LONG 1 $0.15	LONG 2 $0.05	LONG 3 $0.05
$8.14	COOK	$8.47	$8.80	$9.16	$9.51	$9.66	$9.71	$9.76
$10.26	HEAD COOK	$9.44	$9.83	$10.24	$10.67	$10.82	$10.87	$10.92
$8.27	MECH ASST ASST TRANS OFFICER	$8.60	$8.94	$9.30	$9.67	$9.82	$9.87	$9.92
$8.43	CLERK TYPIST COMMISSARY OFFICER	$8.77	$9.12	$9.48	$9.85	$10.00	$10.05	$10.10
$8.43	DISPATCHER	$9.02	$9.38	$9.75	$10.13	$10.28	$10.33	$10.38
$9.78	CORRECTIONS OFFICER	$10.27	$10.68	$11.11	$11.54	$11.69	$11.74	$11.79
$11.64	CORPORAL HEAD MECHANIC	$12.11	$12.59	$13.09	$13.60	$13.75	$13.80	$13.85
$11.94	PATROL OFFICER CIVIL / COURT TRANSPORTATION	$12.42	$12.91	$13.43	$13.95	$14.10	$14.15	$14.20
$12.94	DETECTIVE (PO +$1.00)	$13.42	$13.91	$14.43	$14.95	$15.10	$15.15	$15.20

EMPLOYER PROPOSED MAKE SCALES

SCALE433

WAGES BY STEP AND CLASSIFICATION AND LONGEVITY

JULY 1996	STEP A 3.00%	STEP B 4.00%	STEP C 4.00%	STEP D 4.00%	LONG 1 $0.15	LONG 2 $0.05	LONG 3 $0.05
COOK	$8.72	$9.07	$9.43	$9.80	$9.95	$10.00	$10.05
HEAD COOK	$9.72	$10.11	$10.52	$10.93	$11.08	$11.13	$11.18
MECH ASST ASST TRANS OFFICER	$8.86	$9.21	$9.58	$9.96	$10.11	$10.16	$10.21
CLERK TYPIST COMMISSARY OFFICER	$9.03	$9.39	$9.77	$10.15	$10.30	$10.35	$10.40
DISPATCHER	$9.44	$9.82	$10.21	$10.61	$10.76	$10.81	$10.86
CORRECTIONS OFFICER	$10.68	$11.11	$11.55	$12.00	$12.15	$12.20	$12.25
CORPORAL HEAD MECHANIC	$12.47	$12.97	$13.49	$14.01	$14.16	$14.21	$14.26
PATROL OFFICER CIVIL / COURT TRANSPORTATION	$12.79	$13.30	$13.83	$14.37	$14.52	$14.57	$14.62
DETECTIVE (PO +$1.00)	$13.79	$14.30	$14.83	$15.37	$15.52	$15.57	$15.62

SCALE433

WAGES BY STEP AND CLASSIFICATION AND LONGEVITY

JULY 1997	STEP A 3.00%	STEP B 4.00%	STEP C 4.00%	STEP D 4.00%	LONG 1 $0.15	LONG 2 $0.05	LONG 3 $0.05
COOK	$8.98	$9.34	$9.71	$10.09	$10.24	$10.29	$10.34
HEAD COOK	$10.02	$10.42	$10.83	$11.26	$11.41	$11.46	$11.51
MECH ASST ASST TRANS OFFICER	$9.12	$9.49	$9.87	$10.25	$10.40	$10.45	$10.50
CLERK TYPIST COMMISSARY OFFICER	$9.30	$9.67	$10.06	$10.45	$10.60	$10.65	$10.70
DISPATCHER	$9.82	$10.21	$10.62	$11.04	$11.19	$11.24	$11.29
CORRECTIONS OFFICER	$11.05	$11.49	$11.95	$12.42	$12.57	$12.62	$12.67
CORPORAL HEAD MECHANIC	$12.84	$13.36	$13.89	$14.43	$14.58	$14.63	$14.68
PATROL OFFICER CIVIL / COURT TRANSPORTATION	$13.17	$13.70	$14.25	$14.80	$14.95	$15.00	$15.05
DETECTIVE (PO +$1.00)	$14.17	$14.70	$15.25	$15.80	$15.95	$16.00	$16.05