

R

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In Regard To The Matter of Fact-Finding Between:

STARK COUNTY SHERIFF)	95-MED-05-0515
)	95-MED-05-0516
-AND-)	95-MED-05-0517
)	
THE FRATERNAL ORDER OF)	
POLICE, OHIO LABOR COUNCIL,)	
INC.)	

DEC 14 10 09 AM '95
STATE-EMPLOYMENT
RELATIONS BOARD

APPEARANCES

For The County

Leslie Iams Kuntz, Esq.,
Krugliak, Wilkins, Griffiths & Dougherty Co., L.P.A.
4775 Munson Street NW
P.O. Box 36963
Canton, Ohio 44735-6963

For The Union

Mr. Hugh C. Bennett
Staff Representative
FOP/OLC
222 East Town Street
Columbus, Ohio 43215

BEFORE ALAN MILES RUBEN, FACT-FINDER

Cleveland-Marshall College of Law
Cleveland State University
1801 Euclid Avenue
Cleveland, Ohio 44115
Tele: (216) 687-2310
Fax: (216) 687-6881

REPORT AND RECOMMENDATION OF FACT-FINDER

The Sheriff's Department of Stark County and the Fraternal Order of Police/Ohio Labor Council, Inc., engaged in multi-unit negotiations and entered into a "Master" Collective Bargaining Agreement as July 1, 1994 for an initial term expiring on June 30, 1997, governing the terms and conditions of employment of some 140 full-time personnel organized into three bargaining units:

The Deputies Unit:

Eighty-three full-time sworn and commissioned officers who are responsible for crime prevention, crime detection and other law enforcement services including Road Patrol functions.

Corrections Officers:

Forty-four full-time personnel who are responsible for the operations of the County jail and the processing, transportation, maintenance and security of inmates. This unit also includes six full-time Communications Technicians who are responsible for telephone and radio communications at the Sheriff's Office and operate the County's "911" Emergency system;

Civilian Employees:

Thirteen full and part-time employees in the classifications of Account Clerk, Clerk, Work Processing Specialist, Auto Mechanic, Maintenance Repair Worker, and a Civilian I.D. Officer. The Mechanics are charged with servicing and maintaining all Sheriff Office vehicles while

the Maintenance Personnel are responsible for maintaining and repairing the physical facilities of the Sheriff's Office. The Clerical Personnel prepare and maintain the records and financial accounts of the Sheriff's Office and perform related typing, filing and computer entry functions.

Pursuant to this Master Contract the Deputies, Correction Officers, I.D. Officers and Inmate Services personnel, although in different bargaining units, share the same pay scale.

So also, the Clerks, Account Clerks and Word Processing Specialists have a common wage ladder.

The Communication Technicians have a separate pay step system, while the Mechanics and Maintenance Workers have a joint wage scale.

The Contract provides in Article 38, Section 1 that "the base hourly rate of each employee shall be frozen at the rate effective January 1, 1994."

However, a "Side Bar Agreement" provides in relevant part that:

"For the year 1995, negotiations regarding economic issues only (wages, longevity, pay step adjustments, and reduction in the number of pay steps) will reopen if any of the following occurs:

"A. The sales tax increase that is currently on the November, 1994 ballot, is approved by the voters. Negotiations in the event of this contingency will commence in the second week of November, 1994 an economic increase that is negotiated pursuant to this provision will be effective January 1, 1995.

....

"E. Any voted sales tax increase (other than the one on the ballot for November, 1994) which is passed by the voters. Negotiations for such a provision will commence within thirty days of the passage of this increase."

In May, 1995, after a string of rejections, the voters of Stark County agreed to a temporary, three-year sales tax increase of one-half of one percent with one-quarter of one percent of the revenues so received to be expended for purposes of debt reduction, and the balance of one-quarter of one percent to be earmarked for the criminal justice system. (The separate components of the justice system - the Sheriff's Office, the Courts, the Prosecutor's Office and the Clerk's Office were to share the revenues in a yet to be determined proportion).

In June, 1995, pursuant to the Side Bar Agreement, the parties began bargaining on a new compensation package. After five sessions the parties had failed to settle the terms of a wage increase and related economic issues. Since it appeared unlikely that continued negotiations would be productive, the undersigned was appointed Fact-Finder at the request of the parties by the State Employment Relations Board on June 14, 1995.

At the parties' direction, the Fact-Finder scheduled an initial mediation session on October 26, 1995, and when mediation proved unsuccessful in bringing the parties to terms, the Arbitrator held an evidentiary hearing on November

7, 1995 at the Stark County Safety Building located at 4500 Atlantic Blvd., North East, Canton, Ohio 44708.

Both parties had timely submitted in advance of these meetings the statements required by O.R.C. Section 4117.14 (C)(3)(a) and O.A.C. Section 4117-9-05 (F).

At the outset of the proceedings the advocates for the parties presented written statements of position and introduced supporting documentary evidence with respect to the three unresolved compensation issues - increases in wage rates and longevity pay, and a restructuring of the pay steps. The documentary materials included: (1) a Collective Bargaining Agreement between the Stark County Sheriff and the Ohio Civil Service Employees Association, effective July 1, 1989; (2) an Agreement between the Stark County Sheriff and Fraternal Order of Police, Ohio Labor Council, Inc. effective July 1, 1991; (3) the Opinion and Award of a Conciliator issued on May 19, 1992; (4) the July 1, 1994 Agreement between the Stark County Sheriff and the Fraternal Order of Police, Ohio Labor Council, Inc.; (5) a list of the active bargaining unit and other employees, and the number on lay-off status; (6) the Sheriff's Department 1995 Budget; (7) General Fund appropriations and receipts for 1994 and the first nine months of 1995; (8) certificates of estimated resources from the Office of the Budget Commission of Stark County dated July 10, 1995 and a revised certificate dated November 3, 1995; (9) the State Employment Relations Board Clearinghouse "Benchmark" Report dated July 21, 1995 for Deputy Sheriffs, Detectives,

Correction Officers/Jailors and Dispatchers/Communications Officers; (10) a comparison of the entry level and top wages of Deputy Sheriffs in Butler, Cuyahoga, Franklin, Hamilton, Lake, Lorain, Mahoning, Montgomery and Summit Counties; (11) a cost analysis of the proposals of the parties.

The Fact-Finder postponed the submission of his report to allow parties to continue negotiations, but no agreement was reached.

After having considered and been guided by the factors set-forth in O.R.C. Section 4117.14 (G)(7), and O.A.C. Section 411.7-9-05 (K) the Fact-Finder makes the following findings and recommendations on the unresolved issues:

A. Background

The employees in the three bargaining units had formerly been represented by the Ohio Civil Service Employees Association. This Union and the Sheriff were parties to a 1989 Collective Bargaining Contract which expired on June 30, 1991.

Under the 1989 Agreement, each classification was assigned a "salary range," and within the salary range each employee was placed upon one of fifteen Steps consistent with the employee's seniority, and advanced one additional Step at the start of the first full pay period in January and July of each year.

Thereafter, on September 19, 1991, the State Employment Relations Board certified the Fraternal Order of Police as the bargaining representative of the three units.

The ensuing negotiations reached impasse, and ultimately a Conciliation Award was issued on May 28, 1992. The Award was "affirmed all respects except as modified ... as it relates to the issues of wages and vacancies and transfers, and is otherwise vacated as it relates to the issues of overtime and longevity" by the Court of Common Pleas of Stark County on January 21, 1993. The modified Award was reflected in a Collective Bargaining Agreement made retroactively effective to July 1, 1991 for an initial term of three years.

In the last year of the Contract commencing January 1, 1994, a seven step salary schedule was imposed upon the various classifications as shown in the table below:

"Deputies - Correction Officers,
Institutional I.D. Officers,
Inmate Services Workers

Effective 1/1/94

Step 1 - \$10.10
Step 2 - \$10.73
Step 3 - \$11.35
Step 4 - \$11.98
Step 5 - \$12.60
Step 6 - \$13.23
Step 7 - \$14.75

"Maintenance - Mechanic

Effective 1/1/94

Step 1 - \$ 9.61
Step 2 - \$10.22
Step 3 - \$10.82
Step 4 - \$11.43
Step 5 - \$12.03
Step 6 - \$12.64
Step 7 - \$14.07

"Communication Technicians

Effective 1/1/94

Step 1 - \$ 8.25
Step 2 - \$ 8.76
Step 3 - \$ 9.27
Step 4 - \$ 9.78
Step 5 - \$10.29
Step 6 - \$10.80
Step 7 - \$12.04

"Clerks, Account Clerks,
Word Processing Specialists

Effective 1/1/94

Step 1 - \$ 6.51
Step 2 - \$ 6.92
Step 3 - \$ 7.32
Step 4 - \$ 7.72
Step 5 - \$ 8.13
Step 6 - \$ 8.53
Step 7 - \$ 9.50"

Employees had previously been placed on the step schedule in accordance with their years of service. Thus, Article 38, had provided:

"SECTION 2. An employee who has completed less than one (1) year of service prior to January 1st of the appropriate year shall be in Step 1, an employee who has completed less than two (2) years of service prior to January 1st of the appropriate year shall be in Step 2, etc."

However, as a result of the Conciliation Award employees were effectively "frozen" in their existing step.

Article 38 of the Contract also offered longevity pay for those employees who had completed more than seven years of service with the Sheriff:

"SECTION 6. Employees who have completed more than seven (7) but less than ten (10) years of service by December 31st of the appropriate year, shall be paid longevity pay of One Hundred Dollars (\$100.00). Employees who have completed more than ten (10) years but less than twenty (20) years of service by December 31st of the appropriate year shall be paid longevity pay of Two Hundred Dollars (\$200.00). Employees who have completed more than twenty (20) years of service by December 31st of the appropriate year shall be paid longevity pay of Three Hundred Dollars (\$300.00). Such payments shall be made as soon as possible after January 1st in each year of this Agreement."

The negotiations for the successor 1995 Contract took place under depressed economic conditions in the County. The County's short-fall of revenues caused a budget crisis for the Sheriff. In order to reduce costs, fourteen staff in a variety of classifications were furloughed, and six others who retired or resigned were not replaced. A misdemeanor wing of the jail containing forty-eight beds was closed because of lack of staff, and a newly constructed ninety-six bed wing of the correctional facility remained unopened for the same reason. Some forty-eight prisoners had to be released, and jail commitments were so curtailed that "waiting lists" were developed.

Recognizing the Sheriff's adverse financial situation, the Union agreed to a wage freeze for 1995 subject to a reopener effective January 15, 1996.

Thus, Article 38 was amended in the 1995 Agreement to provide:

"SECTION 1. The base hourly rate of each employee shall be frozen at the rate effective January 1, 1994.

"SECTION 2. Any newly hired employee who is not fully qualified for the position must receive training (at the expense of the Department), to become fully qualified for such position, shall initially be paid ten percent (10%) less than Step 1 of the pay scale of the newly hired employee's classification. Upon successful completion of any required training, the employee shall be advanced to Step 1 for the classification he/she was hired to fill.

"SECTION 3. Employees who are promoted shall be placed in the appropriate pay range for his/her new classification and at a Step which would give him/her an increase in pay. The employee who is demoted shall be placed in the appropriate pay range for his/her new classification, and at a Step which would provide the least decrease in pay.

"SECTION 4. Employees who have completed more than seven (7) but less than (10) years of service by December 31st of the appropriate year, shall be paid longevity pay of One Hundred Dollars (\$100.00). Employees who have completed more than ten (10) years but less than twenty (2) years of service by December 31st of the appropriate year shall be paid longevity pay of Two Hundred Dollars (\$200.00). Employees who have completed more than twenty (20) years of service by December 31st of the appropriate year shall be paid longevity pay of Three Hundred Dollars (\$300.00). Such payments shall be made as soon as possible after January 1st of each year of this Agreement.

"SECTION 5. In the event the employee retires prior to his anniversary date, he/she shall receive an appropriate portion of such longevity pay. There shall be no proportion or pro rata payment of longevity pay in the event of loss of seniority for any reason other than retirement."

With the passage of the increase in the sales tax in May,

- 1995, the Union now seeks an across-the-board wage increase in

each year of the Agreement, retroactive to January 1, 1995, an increase in the amount of longevity pay, and placement of employees on their "correct pay Step, in accordance with their years of service, by the end of the Agreement."

The Union Proposal:

The Union proposes a four percent (4%) wage increase for all unit employees in each of the years 1995, 1996 and 1997 and, concurrently, an adjusted wage schedule which places employees in pay steps corresponding to their years of service by the end of the term of the Collective Bargaining Agreement. The proposal is set forth in Appendix "A" which follows:

APPENDIX A-1

Deputies, Correction Officers, I. D. Officers

Current Employees
Four Percent (4%) wage increase per year

Years of Service	January 1, 1995	January 1, 1996	January 1, 1997
8 +	\$13.77	\$15.17	\$16.58
7 - 8	\$13.37	\$14.97	\$16.58
6 - 7	\$13.17	\$14.88	\$16.58
4 - 5	\$12.70	\$14.21	\$15.71
3 - 4	\$12.41	\$13.63	\$14.84
1 - 2	\$11.30	\$12.50	\$13.97
0 - 1	\$10.50	\$11.76	\$13.10

This chart takes a current employee and places them on a step nearly commensurate with their years of service (in 1995) then increases them each year, so that at the end of the contract they reach the step commensurate with their years of service.

New and Top Employees
Four Percent (4%) Increase per year

Years of Service	January 1, 1995	January 1, 1996	January 1, 1997
7	\$15.34	\$15.95	\$16.58
6	\$14.53	\$15.11	\$15.71
5	\$13.72	\$14.27	\$14.84
4	\$12.92	\$13.43	\$13.97
3	\$12.11	\$12.50	\$13.10
2	\$11.30	\$11.76	\$12.23
1	\$10.50	\$10.92	\$11.36

This chart adds a four percent wage increase to the bottom and top steps - then almost evenly distributes the hourly wage increase between steps two (2) and six (6)

APPENDIX A-2

Communication Technicians

**Current Employees
Four Percent (4%) wage increase per year**

Years of Service	January 1, 1995	January 1, 1996	January 1, 1997
14 +	\$12.52	\$13.02	\$13.54
9 +	\$11.24	\$12.39	\$13.54
7 +	\$10.61	\$12.07	\$13.54

This chart takes a current employee and places them on a step nearly commensurate with their years of service (in 1995) then increases them each year, so that at the end of the contract they reach the step commensurate with their years of service.

**New and Top Employees
Four percent (4%) wage increase per year**

Years of Service	January 1, 1995	January 1, 1996	January 1, 1997
7	\$12.52	\$13.02	\$13.54
6	\$11.86	\$12.33	\$12.82
5	\$11.20	\$11.65	\$12.11
4	\$10.54	\$10.96	\$11.40
3	\$9.89	\$10.28	\$10.69
2	\$9.23	\$9.60	\$9.98
1	\$8.58	\$8.92	\$9.27

This chart adds a four percent wage increase to the bottom and top steps - then almost evenly distributes the hourly wage increase between steps two (2) and six (6)

APPENDIX A-3

Clerks, Account Clerks, Word Processing Specialists

**Current Employees
Four Percent (4%) wage increase per year**

Years of Service	January 1, 1995	January 1, 1996	January 1, 1997
18 +	\$9.88	\$10.27	\$10.68
17 +	\$9.88	\$10.27	\$10.68
16 +	\$9.88	\$10.27	\$10.68
10 +	\$9.88	\$10.27	\$10.68
9 +	\$9.88	\$10.27	\$10.68
4 +	\$8.18	\$9.15	\$10.12

This chart takes a current employee and places them on a step nearly commensurate with their years of service (in 1995) then increases them each year, so that at the end of the contract they reach the step commensurate with their years of service.

**New and Top Employees
Four Percent (4%) Increase per year**

Years of Service	January 1, 1995	January 1, 1996	January 1, 1997
7	\$9.88	\$10.27	\$10.68
6	\$9.36	\$9.73	\$10.12
5	\$8.84	\$9.19	\$9.56
4	\$8.32	\$8.65	\$9.00
3	\$7.80	\$8.11	\$8.44
2	\$7.28	\$7.57	\$7.88
1	\$6.77	\$7.04	\$7.32

This chart adds a four percent wage increase to the bottom and top steps - then almost evenly distributes the hourly wage increase between steps two (2) and six (6)

APPENDIX A-4

Maintenance and Mechanics

**Current Employees
Four Percent (4%) wage increase per year**

Years of Service	January 1, 1995	January 1, 1996	January 1, 1997
5 +	\$12.38	\$14.09	\$15.83
3 +	\$11.23	\$12.68	\$14.13
2 +	\$10.83	\$12.06	\$13.29

This chart takes a current employee and places them on a step nearly commensurate with their years of service (in 1995) then increases them each year, so that at the end of the contract they reach the step commensurate with their years of service.

**New and Top Employees
Four percent (4%) wage increase per year**

Years of Service	January 1, 1995	January 1, 1996	January 1, 1997
7	\$14.63	\$15.21	\$15.81
6	\$13.85	\$14.40	\$14.97
5	\$13.08	\$13.60	\$14.13
4	\$12.30	\$12.79	\$13.29
3	\$11.53	\$11.99	\$12.46
2	\$10.76	\$11.18	\$11.62
1	\$9.99	\$10.38	\$10.79

This chart adds a four percent wage increase to the bottom and top steps - then almost evenly distributes the hourly wage increase between steps two (2) and six (6)

The Union also demanded a revised schedule of longevity pay:

<u>"Years of Service</u>	<u>Longevity Amount</u>
7-9	\$20 per year
10-12	\$30 per year
13-15	\$40 per year
16-18	\$50 per year
19-22	\$60 per year
23-30	\$70 per year"

The additional first year cost of the proposed increases, including the 27.2% associated payroll "roll-up" costs, is estimated to run to over \$391,000.

The Employer's Proposal:

The Sheriff has proposed an aggregate increase of nine percent in base wage rates over the life of the Contract. However, the no wage increase would be paid in calendar year 1995. Instead, during 1996, adjustments, which vary from unit-to-unit and pay-step to pay-step, and which range from three percent of hourly base rates to twelve percent, would be offered. In general, entry level wages would be increased the most, while the top steps would benefit the least. For 1997, the Sheriff proposes to increase each pay grade by 5% except for certain classes of employees at the two highest Steps.

The proposal is said to be equivalent to an average annual 3% increase in base wage rates for the bargaining units as a whole.

The 3% solution represents the same wage increase granted to other Stark County bargaining unit and non-bargaining unit employees.

In addition, the Sheriff offers to increase the longevity bonuses to two percent of base pay for employees having between four and fourteen years of service, and three percent for those with at least fifteen years of service.

The distribution of increases for 1996 and 1997 is portrayed in Appendix "B" which follows:

APPENDIX B-1

DEPUTIES, CORRECTIONS OFFICERS
I.D. OFFICERS, INMATE SERVICES

STEPS

1	11.20
2	11.75
3	12.35
4	13.00
5	13.70
6	14.40
7	15.20

ACTUALS

	<u>1/1/96</u>	<u>No. of Employees</u>	<u>1/1/97</u>
10.10	11.20 (10%)	28	11.75 (5%)
11.20	11.75 (5%)	41	12.35 (5%)
11.47	12.35 (7%)	2	13.00 (5%)
11.76	12.35 (5%)	1	13.00 (5%)
12.37	13.00 (5%)	24	13.70 (5%)
12.66	13.70 (7.5%)	1	14.40 (5%)
14.17	15.20 (7%)	1	15.20 (0%)
14.75	15.20 (3%)	30	15.20 (0%)

*All employees with 4 years or more of service will also receive longevity payments.

APPENDIX B-2

COMMUNICATION TECHS

STEPS

1	9.25
2	9.70
3	10.20
4	10.70
5	11.25
6	11.80
7	12.40

ACTUALS

	<u>1/1/96</u>	<u>No. of Employees</u>	<u>1/1/97</u>
8.25	9.25 (11.5%)	2	9.70 (5%)
9.15	9.70 (6%)	2	10.20 (5%)
10.10	10.70 (6%)	1	11.25 (5%)
12.04	12.40 (3%)	1	12.40 (0%)

***All employees with 4 or more years of service shall receive longevity payments.**

APPENDIX B-3

**CLERKS, ACCOUNT CLERKS
WORD PROCESSING SPECIALIST**

STEPS

1	7.30
2	7.65
3	8.05
4	8.45
5	8.90
6	9.35
7	9.80

ACTUALS

	<u>1/1/96</u>	<u>No. of Employees</u>	<u>1/1/97</u>
7.22	7.65 (6%)	1	8.05 (5%)
9.13	9.80 (7.5%)	1	9.80 (0%)
9.50	9.80 (3%)	4	9.80 (0%)

*All employees with 4 or more years of service will receive longevity payments.

APPENDIX B-4

MAINTENANCE, MECHANIC

STEPS

1	10.80
2	11.35
3	11.90
4	12.50
5	13.15
6	13.80
7	14.50

ACTUALS

	<u>1/1/96</u>	<u>No. Of Employees</u>	<u>1/1/97</u>
9.61	10.80 (12%)	1	11.35 (5%)
9.78	10.80 (10.5%)	1	11.35 (5%)
10.67	11.35 (6.5%)	1	11.90 (5%)

*All employees with 4 or more years of service will receive longevity payments.

In evaluating the proposals of the parties the Fact-Finder believes the following considerations to be the most significant:

Cost of Living

Increases in the consumer price levels for the area for the period 1995-1997, are expected to be limited to an annual average of three percent or less.

Internal and External Comparisons

The Sheriff asks the Fact-Finder to consider that all other bargaining unit and non-unionized County employees received three percent hourly pay increases, and, for that reason, to recommend the same for the Sheriff Department personnel.

There is no indication that historically the wages of the Sheriff's employees were linked to those of other employees so as to compel the conclusion that the pay raises awarded to other departments should be controlling.

While the County is entitled to seek uniformity in its allocation of wage increases among its employees, the fact is that there is not one county-wide bargaining unit, but several. The inference to be drawn is that diversity, not uniformity, is contemplated.

Both parties invite the Fact-Finder to compare the wages paid the several classifications in the Sheriff Department to those earned by their counterparts in "comparable" counties. They differ, of course, as to what county Sheriff Departments are comparable. The Union presents a list consisting in the

main of the most populous, urbanized counties where the tax base, cost-of-living and other economic indicia used in wage setting are favorable. - e.g., Cuyahoga, Hamilton, Franklin. Not surprisingly, the wages paid Sheriff Department employees in these counties are significantly higher than the rates paid by the Stark County Sheriff. The information is set forth in Schedule 1 attached:

SCHEDULE 1

Deputy
Wage Comparisons

County	Exp. Date	Starting	Top	%
Butler	02/28/95	24,710	31,054	+1.0%
Cuyahoga	12/31/95	26,059	32,059	+4.0%
Franklin	10/28/95	22,755	38,043	+24.0%
Hamilton	12/31/96	27,915	36,848	+20.0%
Lake	3/30/96	30,701	35,693	+16.0%
Lorain	12/30/96	28,205	33,634	+10.0%
Mahoning	12/31/96	24,046	29,095	-5.0%
Montgomery	10/01/94	31,512	39,000	+27.0%
Summit	12/31/95	24,449	32,506	+6.0%



Stark County (\$368,000.00)
Starting Salary 21,008
Top Salary 30,680

The Sheriff presents a list of counties which are predominantly rural, less populous, with limited tax bases and lower cost-of-living indicia. Not surprisingly, the rates paid by the Stark County Sheriff are generally higher. The information is set forth in Schedule 2 below:

Schedule 2
Deputy Wage Comparisons

<u>County</u>	<u>Pop</u>	<u>Entry Level</u>	<u>Top Level</u>	<u>No. Of Steps</u>
Butler	291,479	\$24,710.00	\$31,054.00	6
Lorain	271,126	\$27,000.00	\$32,000.00	1
Lucas	462,361	\$19,000.00	\$26,000.00	8
Mahoning	264,006	\$24,000.00	\$30,000.00	3
Trumbull	227,813	\$24,710.00	29,099.00	4

The only two county sheriff departments the parties agree are comparable are those of Lorain and Mahoning. The results are inconsistent. While the annual starting salaries for Deputies in 1995 for these Departments are \$3,000.00 to \$4,000.00 higher than the Stark wages, some top rate was \$3,000.00 higher and the other \$1,600.00 less than the Stark wage.

Inspection of the data generally supports the conclusion that the Stark Sheriff entry level rates are not competitive, while its top rates are close to average or above.

Ability to Pay

Undoubtedly, the most important factor to be considered in making a recommendation for wage adjustments is the County's ability to pay.

Stark County expenditures have been exceeding revenues, drawing down its general fund unencumbered balance.

The surplus council forward to begin 1995 had dwindled to \$3,182,000.00 and was in danger of being virtually eliminated entirely by an end of the year deficit. The financial situation was deemed so perilous that across-the-board budget cuts were instituted requiring pay freezes and layoffs.

The passage of the "earmarked" sales tax levy in May is expected to result in additional revenues of some 6.5 million dollars in 1996, and slightly less than 3 million for the last six months of 1995 when it became effective.

Even so, not all of this money will be made available to the Sheriff's Department. The revenues will be divided in a yet undetermined amount among the Courts, the Prosecutor's Office, the Clerk's Office, and Probation Office. The first call upon the funds made available to the Sheriff will be for the reopening of the closed wing of the jail, and the opening of the new ninety-six bed facility as promised the voters during the sales tax campaign. This will require the hiring of additional employees, at an estimated cost, in addition to wages, of \$700.00 for screening and training each of the new recruits. Another priority is the replacement of the twenty-five year old communication system with a state-of-the-art

system at an expenditure of some 2.5 million dollars. Repair parts have been increasingly difficult to find and break-downs have been occurring with greater frequency.

Moreover, the life of the tax is limited to three years so the County's financial situation must be viewed as unstable and potentially perilous.

CONCLUSION

The Fact-Finder generally agrees that the three percent annual average base rate increase proposed by the Sheriff together with a generous increase in the longevity bonuses represents a fair economic package in light of the County's unstable fiscal situation.

This report is written at the close of 1995. Cash flow considerations suggest that the Sheriff's proposal to incorporate what would otherwise have been 1995 raises into the 1996 and 1997 base wage rates makes prudent fiscal sense.

However, while the Sherrif's offer of an aggregate wage increase of nine percent for the three year term of the Contract, but payable over the last two years, averages three percent a year, it is not the equivalent of a three percent increase actually paid in each of the three years.

The delay in payment of the first year's increase ought to be taken into account.

The Fact-Finder therefore finds and recommends that all employees receive a lump-sum "signing bonus" of \$200.00 to be paid with the first pay check issued after the Contract has

been executed and ratified, or as soon thereafter as may be practical.

The Union's desire for a complete overhaul of the several wage rate structures so as to bring the steps into line with employee seniority is understandable, and the Sheriff concedes the need to rectify the perceived inequities created as the result of the earlier Conciliation Award. However, this undertaking is inappropriate in the context of a wage-reopener being considered one-third of the way through an existing Contract. Rather, comprehensive reform should be left to the full-scale negotiations for the development of a successor Agreement.

However, the wage scale adjustments proposed by the Sheriff which effect a one step promotion for those on steps 1 to 6, make at least a start towards the needed reformation, and the Fact-Finder recommends their adoption with one modification. While in the past, wage increases have been expressed in uniform percentages and applied to the existing step rates, the Fact-Finder, taking account of the internal inequities created when employees were effectively frozen in their step level as of the effective date of the Conciliation Award, agrees with the Sheriff that the wage adjustments need not be evenly distributed, but rather should be formulated so as to reduce the existing arbitrary disparities. In particular, the starting wages are, as the Sheriff contends, significantly out of line with those offered by competitive employers, and should receive the greatest consideration. On

the other hand, the Fact-Finder cannot agree that all bargaining unit employees presently at Step 7, except the Mechanics and Maintenance classified personnel, should receive no increase for 1997. While the wages of these most senior employees compare relatively favorably with their counterparts in other comparable Sheriff Departments, a zero increase would unduly compress the wage scale and may, considering likely increases in consumer prices, result in a loss in real income.

To remedy this deficiency, the Fact-Finder finds and recommends that these employees receive an additional three percent base rate increase for 1997.

The Fact-Finder also finds and recommends adoption of the Sheriff's proposal for longevity pay reform which converts the present specific dollar amounts into percentages of base pay. All employees will receive a substantial increase over their former allotments, and the most senior employees whose base rate has been increased the least will benefit the most, not only because of their higher base pay, but also from the higher, three percent, allowance.

The Fact-Finders Recommendations for Contract terms are set forth in Appendix "C" which follows:

APPENDIX C-1

ARTICLE 38
WAGES

SECTION 1. The base hourly rate of each employee shall be as set forth in the attached schedules, which shall be in effect starting January 1, 1996.

SECTION 2. SAME

SECTION 3. SAME

SECTION 4. SAME

Effective January 1, 1996, the longevity payments set forth in this Section shall be eliminated and shall be replaced by the following: Employees who have completed more than four (4) but less than fifteen (15) years of service by December 31st of the appropriate year shall be paid longevity pay of two percent (2%) of the employees base pay. Employees who have completed fifteen (15) years or more of service by December 31st of the appropriate year shall be paid longevity pay of three (3%) of the employees base pay. Such payments shall be made in the last pay of December the year in which longevity is earned.

Effective at the close of the first pay period in 1996, or as soon thereafter as may be processed, each employee shall receive a one time bonus payment of two hundred (\$200.00) dollars.

SECTION 5. SAME

APPENDIX C-2

<u>1/1/95</u>	<u>1/1/96</u>	<u>1/1/97</u>
10.10	11.20	11.75
11.20	11.75	12.35
11.47	12.35	13.00
11.76	12.35	13.00
12.37	13.00	13.70
12.66	13.70	14.40
14.17	15.20	15.66
14.75	15.20	15.66

APPENDIX C-3

<u>1/1/95</u>	<u>1/1/96</u>	<u>1/1/97</u>
8.25	9.25	9.70
9.15	9.70	10.20
10.10	10.70	11.25
12.04	12.40	12.77

APPENDIX C-4

<u>1/1/95</u>	<u>1/1/96</u>	<u>1/1/97</u>
7.22	7.65	8.05
9.13	9.80	10.09
9.50	9.80	10.09

APPENDIX C-5

<u>1/1/95</u>	<u>1/1/96</u>	<u>1/1/97</u>
9.61	10.80	11.35
9.78	10.80	11.35
10.67	11.35	11.90

Respectfully submitted,


Alan Miles Ruben
Fact-Finder

Report signed, dated and issued at Cleveland, Ohio this
11th day of December, 1995.


Alan Miles Ruben
Fact-Finder

AMR:ljg