



## SUBMISSION

This matter concerns fact-finding proceedings between the Huron County Sheriff (hereinafter referred to as the County) and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding proceedings were held on March 2 and March 30, 1998.

This fact-finding proceeding was conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceeding, this fact-finder discussed the possibility of mediation of the issues at impasse. However, the parties agreed that the outstanding issues remaining needed to be resolved by this fact-finder's recommendations. The issues at impasse are more fully set forth in this report.

There are three bargaining units involved in this fact-finding proceeding. First, there are the full-time Patrol Officers, Corrections Officers, Process Servers, Corporals, and Juvenile Investigators. The second unit involves all full-time Captains, Lieutenants, and Sergeants. The final bargaining unit consists of all full-time Dispatchers.

This fact-finder in rendering the following findings of fact and recommendations on the issues at impasse has taken into consideration the criteria set forth in Ohio Revised Code Section 4117-14(G)(6)(7). Further, this fact-finder has taken into consideration all reliable evidence presented relating to the outstanding issues before him.

## **1. WAGES**

The Union proposes that all wages and supplements for Corrections personnel be increased by 6% across the board each year of the contract. For full-time Patrol Officers as well as Dispatchers, the Union proposes an across the board 5% increase in each year of the agreement. The Union also proposes that rank differential for Corrections Corporals, Road Corporals as well as Patrol Sergeants and Lieutenants be increased to 4% the first year, 5% in the second year, and 6% in the third year of the agreement. The Union asks that the first year wage increase be made retroactive to January 1, 1998.

The County initially proposed that there be no wage increase in 1998 and a \$.15 per hour increase in both 1999 and the year 2000. Subsequently, pursuant to mediation discussions, the County amended its wage proposal whereby for 1998, \$.42 was added to a newly created Step 6 for the top Patrol and Corrections rates. A descending wage scale was then adopted which in effect would provide for a 3% increase for the first five steps of the respective wage scales. The Employer's proposal was that the wage increases for 1998 were to be effective in the first full pay period in May. In addition, the Employer proposes there be a 5% differential for Corrections Supervisor and another 5% differential for Corrections Supervisor II. Likewise, the Sergeant rate of pay was computed at 5% above the top Patrol rate with Lieutenant at 5% above the Sergeant, and the Captain 15% above the Lieutenant in consideration of their overtime exempt status. For the Dispatch unit, the County proposes a \$.37 per hour increase on the starting rate with a 3% differential to Step 1. Under the Employer's amended proposal, additional

increases of approximately 3% for each bargaining unit employee would be given in May, 1999 and May, 2000.

The Union contends that bargaining unit members are paid below the average of comparably situated sheriff department employees in area jurisdictions. The Union submits that Huron County is in the north central region for comparison purposes. In the twelve jurisdictions found in the north central region, the average pay for Corrections Officers was approximately \$28,776. In comparison, Corrections Officers in Huron County only receive an average pay of \$25,088 or 87% of the average in the region. In order to bring the Corrections Officers' pay more into line with the average paid to comparable employees in the region, the Union proposes a 6% across the board increase for each year of the agreement.

With respect to the Corrections Officers who are Corporals in the new jail which recently opened, the Union maintains that an increase in the rank differential is warranted. Currently, these Corporals receive \$300 more than the top Corrections Officer. The Union notes that the Corrections Corporals have been given additional duties with the opening of the new jail including scheduling overtime and disciplining staff. The Union proposes that the rank differential be increased to 4% in the first year and go to 5% and 6% in the final two years of the agreement.

The Union further points out that the average pay for deputies in Huron County falls below the average of comparably situated sheriff department employees in area jurisdictions. The north central Ohio 1997 average pay for deputies was \$31,008. In

Huron County, the average pay for Deputies is \$29,338 or 94.61% of the average pay for Deputies in the area. In order to correct the inequity which exists, the Union proposes a 5% general wage increase for the Patrol Officers. The Union also notes that the comparisons show that an increase in rank differential for Sergeants is warranted. As a result, the Union proposes that the current rank differential of approximately 3.54% for Patrol Sergeants be increased to 5% effective January 1, 1998.

The average pay for Dispatchers in the region is approximately \$24,962. In comparison, the Dispatchers' pay in Huron County averages approximately \$20,565 or 83.60% of the average pay for Dispatchers in the region. As a result, the Union maintains that its request for 5% general wage increases for Dispatchers in each year of the agreement is warranted.

For all other rank differentials, the Union proposes that there be a 5% general wage increase. Such an increase would be applicable for all Sergeants, Lieutenants and Captains even though the Union objects to the approximate 15% differential for Captains as being excessive.

Finally, the Union contends that the Employer has the ability to fund its wage proposal. The County is not facing any current financial problems. The evidence showed that the County has experienced a 9.43% increase in revenue over the past ten years. During that same time, expenses for public safety have increased by only 6.4%. The County has the ability to fund the increases that would correct the pay inequities which exist in the bargaining units here.

The County submits that its amended wage proposal is more than reasonable under the circumstances. It basically provides for a 9% general wage increase over the next three years with additional adjustments in the rank differentials. The proposal substantially increases the majority of the rank/supervisory personnel. In order to make its proposal affordable, it is contingent upon implementation in May, 1998 and May, 1999. The issue of rank differential cannot be addressed if wage increases are retroactive to January, 1998 as the Union proposes.

The Employer argues that adding approximately 3% per year to the wage schedule is in line with wage increases provided to similarly situated employees in the area. The Employer cites a quarterly SERB report for 1998 which indicates that for the Toledo region, wage increases have averaged slightly above 3% during the past three years. The Employer further notes that for the years 1995 through 1997, the Corrections Officers received increases of 4% per year which was above that received by other county employees. This was designed to bring their wages more into line with the average for Corrections Officers in the region.

The Employer disputes the wage comparison survey presented by the Union. Many of the counties cited are not truly comparable to Huron County which would rank near the bottom with respect to population and revenue. For example, Erie, Lorain and Richland counties all have greater populations and revenue sources. For this reason, those jurisdictions are able to provide their sheriff department employees with greater wages than Huron County can afford.

The County maintains that it does not have the ability to fund the Union's wage proposal. Contrary to the Union's claim, revenues have leveled off for the County for the current year and it is anticipated that there will be a year end deficit in the General Fund. Moreover, the County faces uncertainties with respect to the landfill and the cost of operating the new jail. The cost associated with tripling the staff at the jail and increasing the number of inmates remains an unknown factor. For this reason, the Employer's amended wage proposal represents a fiscally responsible approach for a general wage increase for the bargaining unit.

The Employer emphasizes that under its amended wage proposal there would be substantial wage increases for most of the rank/supervisory personnel over the next three years. For example, those employees who are currently Corrections Corporals will realize wage increases that range from approximately 14% to 28.5% over the three year agreement. Moreover, the Employer's amended wage proposal provides for additional increases for those Corrections Officers who were recently hired at the new jail. Under the proposal, any Corrections Officer hired prior to January 1, 1998 would be compensated at \$9.90 per hour effective May, 1998 and would move to Step 1 effective January, 1999. Taking into consideration both the general wage increases as well as step increases which these particular Corrections Officers would receive over the next three years, their wage increases would range from 18% to 22%.

ANALYSIS – After carefully reviewing the evidence presented, this fact-finder finds that it is appropriate to recommend 3.5% across the board wage increases for

bargaining unit employees for each year of the contract. In addition, it would be appropriate to increase the rank differential for Corrections Corporals, as well as for Patrol Sergeants and Lieutenants to 4% in May, 1998 and to 5% in May, 1999. The Captains, Corrections Lieutenant and Dispatch Sergeant who currently receive a rank differential in excess of 4% shall have their pay increased by 3.5% across the board as recommended herein.

The evidence shows that the wages for the three bargaining units here are relatively low in comparison to those paid to similarly situated employees in the north central region of the state. For example with respect to Corrections Officers' wages, Huron County ranked tenth out of the twelve county sheriff departments in the region. The average total compensation paid to Corrections Officers in Huron County for 1997 was \$25,088. This represented approximately 87% of the north central Ohio 1997 average compensation for Corrections Officers of \$28,776. With respect to compensation paid to Deputies, Huron County's average pay of \$29,338 was approximately 6% below the north central Ohio 1997 average of \$31,008. Likewise, Dispatcher's compensation in Huron of \$20,865 fell approximately 17% below the average pay for Dispatchers in the area of \$24,962. It should be noted that the comparison submitted was for all compensation received including longevity and shift differential pay in the counties in the north central region of Ohio where Huron County is located. It is recognized that several of these counties have greater revenue resources and populations than Huron County. However even if these factors are taken into

consideration, it is apparent that the Huron County Sheriff Department wages fall below some of those counties which are of similar size. In that it was established that the wages here are below average for the area, this fact-finder has determined that it would be appropriate to at least grant the going rate of wage increase for the area.

The evidence showed that for the north central region, increases for sheriff department employees for 1997 averaged approximately 3.65%. Based on the information available, it appears that the average wage increase for sheriff department employees in the region for 1998 will be approximately 3.33%. These increases which were noted on the comparables submitted by the Union herein establish that for 1998, general wage increases will range from 4% in Ottawa County to 3% in Lorain and Crawford counties. The parties indicated that a good wage comparison for Huron County would be with neighboring Seneca and Crawford counties which have similar revenue resources and population size. For 1998, the evidence shows that the general wage increase for Corrections Officers in Seneca and Crawford counties will be 3.94% and 3% respectfully. This would average out to be a 3.47% general wage increase for the Corrections Officers in these two counties. Likewise, the Deputies in Seneca and Crawford counties will be receiving general wage increases for 1998 of 3.72% and 3% respectfully for an average of 3.36%. As a result of wage increase comparisons, this fact-finder finds that it would be appropriate to recommend 3.5% general wage increases which would be in line with those provided to sheriff department employees in neighboring jurisdictions.

It should be acknowledged that both parties submitted detailed explanations in support of their respective wage proposals. However, this fact-finder found that the Union's request for general wage increases of 6% and 5% were totally out of line with the average wage increases for similarly situated employees in the region. With respect to the Employer's amended wage proposal, it is apparent that it falls below the average increase for sheriff department employees in the region. Considering that the wages for bargaining unit employees here are currently below average, this fact-finder must conclude that the Employer's wage proposal falls short of that needed by the bargaining unit employees to keep pace with wages of similarly situated employees in neighboring jurisdictions.

Moreover, this fact-finder has determined that the County has the ability to fund the 3.5% general wage increases recommended herein from available resources. It was stipulated that a 1% wage increase for all of the bargaining units here would cost approximately \$16,000. Thus it is apparent that the additional one-half percent wage increase which is being recommended over that proposed by the Employer will have a minimal additional cost effect on the sheriff's department. Furthermore, the evidence did not clearly show that the County or sheriff department will be experiencing any financial difficulties which would justify a below average general wage increase. Although there are certain unknowns associated with the cost of operating the new jail, there is every indication that sufficient revenue will be available to cover any such cost from the new additional sales tax which was recently passed for exactly that purpose. It should also be

noted that over the past ten years general fund revenue for the County has increased by approximately 9.4% per year. There is every indication that General Fund revenue will continue to grow for fiscal 1998.

This fact-finder has further determined that the evidence supports an increase in rank differentials. Currently, Corrections Corporals receive \$300 above the top pay for a Corrections Officer which represents approximately a 1.23% differential. Likewise, the current rank differentials for Patrol Sergeant and Lieutenant are 1.66% and 3.4% respectfully. Comparable evidence shows that current rank differentials for these particular bargaining unit positions are below the average in the region. Although there is a wide disparity in rank differentials for sheriff department employees in the north central region, it is apparent that the average differential is higher than the current rank differentials in Huron County. For example in Seneca County, the rank differential for the Corrections Officer Sergeant is 9.53%. In Crawford County it appears that the rank differential for Sergeant is 3.8% above the top Deputy rate. In Erie County, the Corporal rate is 5.4% above the top Corrections Officer rate. Based upon a review of the differential comparisons, it would be reasonable to provide that the rank differentials for the positions indicated be increased to 4% in May, 1998 and to 5% in May, 1999. An effective date of May in each of the two years is recommended in order to address the additional cost concern raised by the Employer.

The recommended rank differential increases for the Corrections Corporals would mean that they are to be paid 4% more than the top Corrections Officer's wage.

For the rank differential for the Patrol unit, it would mean that the Patrol Sergeant would be paid at 4% above the Patrol Corporal rate. Likewise, the Patrol Lieutenant rate would be 4% above the Sergeant rate. It should be pointed out that the evidence supports the finding that the Patrol Corporals should have their current \$520 stipend rolled into their base wage which then is to be increased by the 3.5% general wage increase recommended herein.

It should be noted that several of the ranking members of the bargaining unit currently receive wages greater than the differentials which are being recommended herein. This would include the Captain who currently receives approximately 21% more than the Road Lieutenant. Likewise, the current Corrections Lieutenant receives approximately 20% more than the Sergeant. The Dispatch Sergeant also has a differential of 14.47% which is greater than the differentials recommended herein. For these particular employees it is recommended that they receive the general wage increases based on their wage rate. It should also be noted that it would be appropriate as discussed by the parties to refer to the Corrections Corporals as Corrections Corporal Supervisor I and Corrections Lieutenant as to Corrections Lieutenant Supervisor II.

Finally, this fact-finder has determined that it would be reasonable to make the first general wage increase of 3.5% retroactive to January 1, 1998. There was no justification shown as to why there should not be a retroactive wage increase in this case. In the past, the parties have always provided for such retroactive general wage increases even though their negotiations continued beyond the first of the year. There was no

showing made that either party has caused any undue delay in attempting to resolve their contractual dispute. Moreover, the parties have specifically agreed to grant authorization to a conciliator, if needed, to rule on the rates of compensation with cost implications to commence within calendar year 1998. Therefore under the circumstances, this fact-finder finds that it is entirely appropriate to provide for a retroactive wage increase of 3.5% on January 1, 1998. The subsequent general wage increases shall also take effect on January 1 of each of the final two years of the agreement.

#### RECOMMENDATION

With respect to the Wage Issue, this fact-finder recommends the following:

General wage increases of three and one-half percent (3.5%) for all bargaining unit employees in each year of the agreement beginning on January 1, 1998.

In addition, an increase in rank differential to four percent (4%) effective with the first full pay period in May, 1998 for the Corrections Corporal/Supervisors, Patrol Sergeants, and Patrol Lieutenants.

Rank differential to be increased to five percent (5%) for the above positions effective with the first full pay period in May, 1999.

The Captains, Corrections/Lieutenant Supervisors, and Dispatch Sergeants shall receive three and one-half percent (3.5%) general wage increases based on their current wage. Patrol Corporals are to have their current \$520 stipend rolled into their base wage which then is to be increased by the 3.5% general increases.

## **2. SHIFT DIFFERENTIAL**

The Union proposes an increase in shift differential to \$.30 per hour for the second shift and to \$.40 per hour for the third shift. Currently, the shift differentials are established at \$.15 and \$.20 per hour, respectfully. The Employer proposes to retain the current levels of shift differentials.

The Union contends that the current shift differential is too low in comparison to that paid in neighboring jurisdictions. The Union cites its total compensation comparison which indicates that in several counties the shift differential for sheriff department employees is greater than it is in Huron County. The Union notes in particular that the second shift differential of \$.15 per hour is much too low.

The County takes the position that the current shift differentials are reasonable. It also cites a wage comparison survey which indicates that the current Huron County shift differentials are in line with those in the region. The Employer notes that in several counties including Crawford and Seneca counties, there is no shift differential provided.

**ANALYSIS** – This fact-finder finds that there was insufficient basis established for any increase in the current shift differentials. The evidence showed that the average shift differential for area jurisdictions for the second shift is approximately \$.13 per hour and for the third shift \$.16 per hour. This is taking into consideration the fact that many of the county sheriff departments in the region do not provide for any shift premium at the current time. For example, Crawford, Lorain, Sandusky and Seneca counties do not have shift premiums. Based upon the wage comparison, it is apparent that the current

Huron County shift premiums of \$.15 per hour for the second shift and \$.20 per hour for the third shift are in line with the average shift premiums in the region. For that reason, it is recommended that there be no change in the current Shift Differential Provision.

**RECOMMENDATION**

It is the recommendation of this fact-finder that there be no change in the current Shift Differential Provision.

**SHIFT DIFFERENTIAL** – Current language-no change.

### **3. LONGEVITY**

The Union proposes to increase the longevity pay supplement to \$75 times an employee's years of departmental service. The Union also proposes to eliminate the maximum longevity pay supplement of \$1,000. The Employer proposes to retain the current longevity pay supplement which provides after the fifth year of service a payment equal to \$50 times an employee's years of departmental service with a maximum of \$1,000.

The Union argues that the current \$50 longevity pay supplement has been in existence for approximately nine years. It is time to increase the longevity pay premium in order to keep pace with neighboring jurisdictions. The Union considers longevity pay to be one component of the total compensation that bargaining unit members receive which warrants an increase.

The Employer contends that the current Longevity Pay Provision in Huron County is in line with the region. It also points out that Huron County Landfill employees are provided with the same Longevity Pay Provision as that found in the Collective Bargaining Agreement here. In that longevity involves a cost factor, the Employer submits that it would be more reasonable to put available dollars into increasing base wages rather than the longevity pay supplement.

**ANALYSIS** – This fact-finder would recommend that there be no increase in the current Longevity Pay Provision. The evidence shows that the average longevity pay for area jurisdictions is \$294 after five years of service and \$1,182 upon completion of twenty years of service. The current Huron County longevity pay supplement of \$250

after five years of service and \$1,000 after twenty years of service is in line with the average longevity pay for the region. Moreover because this is a cost factor, this fact-finder would agree with the Employer that it would be best to put available dollars into increasing the base pay rate of employees rather than the longevity pay supplement.

#### RECOMMENDATION

It is the recommendation of this fact-finder that there be no increase in the Longevity Pay Supplement.

LONGEVITY PAY – Current language, no change.

#### **4. SICK LEAVE**

The Employer has proposed a reduction in sick leave accrual from fifteen days per year to ten days per year. The Union opposes the Employer's proposal to eliminate five sick days per year. It should be noted that the parties did agree to add the current county policy 6.4, Sick Leave Conversion, to the respective Collective Bargaining Agreements.

The Employer argues that a reduction of five sick days per year is appropriate for the sheriff's department. It notes that the Huron County Department of Human Services also receives only ten days of sick leave per year.

The Union contends that the current level of fifteen days of sick leave per year should be retained because it is fairly standard throughout the state. In addition, the County Engineer and Landfill employees receive fifteen days of sick leave per year.

**ANALYSIS** – This fact-finder has determined that the evidence clearly does not support the Employer's proposal to eliminate five sick days per year. The evidence shows that fifteen days per year of sick leave is provided to other employees in the county such as those in the County Engineer and Landfill departments. Moreover as noted by the Union, fifteen days of sick leave per year for similarly situated employees is fairly common throughout the state.

#### **RECOMMENDATION**

It is the recommendation of this fact-finder that there be no change in the current Sick Leave Provision which provides for fifteen days of sick leave per year.

**SICK LEAVE** – No Change, current fifteen (15) days per year retained.

## **5. HOLIDAYS**

The Union proposes to add one additional holiday to the current list of ten holidays. The Union suggests that an employee's birthday be made a holiday. The Employer proposes to retain current language.

The Union contends that its proposal for one additional holiday, namely an employee's birthday, is reasonable. It notes that several counties in the area provide for more than ten holidays for sheriff department employees.

The Employer points out that all other Huron County employees receive the same number of holidays as that provided to the sheriff's department. It cites comparable jurisdictions which it claims provides on average 10.5 holidays. Currently, sheriff department employees here receive ten holidays plus one personal day. The Employer argues that the current allotment of ten holidays is in line with the average in the region.

**ANALYSIS** – This fact-finder finds that there was insufficient basis established to increase the number of holidays as proposed by the Union. The evidence shows that all other county employees with the exception of the Department of Human Services receive ten holidays per year. Moreover, the average number of holidays provided by jurisdictions in the area for comparable employees is 10.5 holidays. The current Huron County Holiday Provision which provides for ten holidays plus one personal day is in line with average for the region.

**RECOMMENDATION**

It is the recommendation of this fact-finder that the current Holiday Provision be retained with no change.

**HOLIDAYS** – Current language, no change.

## **6. VACATIONS**

The Union proposes to reduce the time in service for three weeks vacation to five years of service rather than the current eight years. The Employer proposes to retain current language.

The Union did not cite any comparables but claimed that providing three weeks of vacation after five years of service is reasonable. The Employer argued that the current provision is exactly the same as that provided for vacations for all other county employees. It also points out that only two of the seven area jurisdictions surveyed provide for three weeks of vacation after five years of service.

**ANALYSIS** – This fact-finder finds no basis for making the change in the Vacation Provision proposed by the Union. The evidence shows that all other county employees receive the exact same vacation allotment as that provided to the sheriff department employees here. Moreover, most of the area jurisdictions provide for three weeks of vacation only after eight years of service rather than five years as proposed by the Union herein. Thus the comparables do not support the change proposed by the Union.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that the current Vacation Provision be retained without any change.

**VACATIONS** – Current language, no change.

## **7. PERSONAL LEAVE**

The Employer proposed to delete the current Personal Leave Provision which provides for one day of such leave per year. The Union rejects the Employer's proposal to eliminate personal leave.

The Employer submitted its proposal to eliminate personal leave as a trade off for the Union's request to ask for an additional holiday, namely the employee's birthday. The Employer maintains that additional holidays are totally unjustified and are a cost item.

The Union argues that there is no justification for eliminating the Personal Leave Provision. It claims that comparables do not support the Employer's position regarding personal leave.

ANALYSIS – This fact-finder finds that there was insufficient basis established by the Employer for eliminating personal leave. Paid personal leave is not only provided to most of the other county employees but also is found in sheriff department contracts in the region. It is apparent that the Employer's proposal was only presented as a response to the Union's request for an additional holiday. As indicated previously, this fact-finder does not recommend an additional holiday and likewise would not recommend the elimination of personal leave from the parties' contract.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that the current Personal Leave Provision be retained.

PERSONAL LEAVE – Current language, no change.

## **8. OVERTIME**

The Union proposes that for overtime pay purposes, hours worked shall include all compensated time. The current provision provides that only actual work hours and vacation hours are to be used for the overtime pay calculation. The Employer opposes any change in this particular section of the Overtime Provision. The Employer proposes to change the current Overtime Provision by adding language which would state that Captains are not eligible for overtime.

With respect to its proposal, the Union argues that it is fairly common under Overtime Pay Provisions to base overtime on all compensated time and not just actual hours and vacation hours. The Employer contends that the current Overtime Provision which is based on actual hours worked and vacation time is in line with overtime provisions found in neighboring jurisdictions.

The Employer maintains that it is reasonable to provide contract language which would clearly indicate that Captains are exempt from overtime payment. The Employer notes that historically Captains have not been paid overtime. This is due to the fact that the Sheriff and Captains have entered into a side agreement whereby they agree to work in an overtime exempt status and in return are to receive a \$600 lump sum payment per year. The Employer maintains that the intent of this understanding with the Sheriff regarding Captains should be incorporated into the agreement in order to make it clear to all concerned in the future that the Captains are overtime exempt employees.

The Union argues that the Captains are not overtime exempt employees. Under the FLSA standards, Captains are considered hourly employees and entitled to overtime compensation. The Union is not in the position to bargain away overtime for the Captains.

ANALYSIS – This fact-finder finds that there was insufficient basis established to justify the change proposed by the Union to include all compensated time as hours worked under the Overtime Pay Provision. The current provision appears to be reasonable. It includes as hours worked actual work hours and vacation hours. Moreover, the evidence presented shows that the current Overtime Provision is in line with those found in neighboring jurisdictions. A vast majority of the county sheriff department's in the area do not provide that hours worked for overtime purposes is to include all compensated time.

This fact-finder further finds no basis for including in the Overtime Article a specific provision that would indicate that Captains are to be excluded from overtime compensation. The parties have been working under a side letter of understanding whereby the Captains agree to work in an overtime exempt status and in return the Employer agrees to provide a \$600 lump sum payment for the years, 1995, 1996 and 1997. In addition, the Captains are to receive extra time off as warranted in continuation of the usual practice within the sheriff's department. For several reasons, this fact-finder finds that it would be in the best interest of both parties to maintain the previous side letter entered into with respect to Captains working in an overtime exempt status.

This fact-finder does not believe that it would be advisable to include contractual language indicating that Captains are not eligible for overtime because there was some question raised by the Union as to whether that is actually the case under the Fair Labor Standards Act. Apparently, a neutral who examined the question previously for the parties determined that the Captains are overtime exempt. However considering the question raised as to whether or not it is appropriate to exempt Captains from overtime compensation, it would appear to be advisable for the parties to merely continue their side agreement without incorporating into their contract any specific reference as to the understanding previously reached between the parties regarding this matter.

This fact-finder would also like to note that this exact same issue was raised at fact-finding between the parties in 1995. At that time, the fact-finder ruled that it would be advisable for the parties to enter into a memorandum of understanding regarding the overtime exempt status of Captains. This fact-finder would agree with the finding reached in the previous proceeding whereby it was held that the current practice of allowing the Captains "some scheduling flexibility and payment of a \$600 stipend in lieu of paying the Captains overtime works well." It should also be noted that the Captains were previously given a substantial increase in pay in consideration of the agreement that they were to be considered exempt from overtime. It is for this reason that the rank differential for Captains is approximately 21 percent. Like the fact-finder before him, the undersigned would also recommend that the memorandum of understanding previously entered into be continued for the duration of the new contract.

## RECOMMENDATION

It is the recommendation of this fact-finder that there be no change in the current Overtime Provision. However, the parties shall retain their Memorandum of Understanding that the Captains are to be considered overtime exempt. There should be no contractual language included in the agreement regarding the Captains overtime exempt status.

OVERTIME – Current language, no change. Memorandum of Understanding regarding Captains is to be continued under new contract.

## **9. INSURANCE**

The Union proposes to modify the Employee Review Committee language so that all covered employees are represented equally. That is, it is the Union's proposal that each member of the bargaining units or their representative is to have one vote with decisions of the committee being made by a majority vote of all employees of Huron County. The Employer proposes to modify the language to allow for the optional participation of the Union on the Employee Review Committee.

The Union claims that the current Employee Review Committee for insurance matters does not allow for proper representation of each of the bargaining unit members. The Union asserts that because it represents a larger number of employees than others, it is only fair that its representation on the committee be based on a weighted average among the different employee groups. Basically, the Union argues for a "one man-one vote" form of participation on the Employee Review Committee.

The Employer argues that the current language should be modified to allow the Union not to participate on the Employee Review Committee because it elected not to do so in 1997. Contrary to the Union's contention, the current Employee Review Committee Provision has worked well for the parties with respect to determining appropriate insurance matters.

**ANALYSIS** – This fact-finder has determined that it would be appropriate to clarify the current Employee Review Committee language so as to make it clear that OPBA is to have equal representation with all other county unions and departments on

the committee. For whatever reason, the Union felt that it had been excluded from the committee which had been formed by the County.

However, this fact-finder does not believe that it would be appropriate to allow the Union to have a proportional representation on the committee because it represents more employees than the other county employee unions. When it comes to multiunit representation, it is reasonable to provide that the union should have one representative on an Employee Health Benefit Review Committee for each bargaining unit. In this case, it is recommend that the Union be allowed to have three representatives on the Health Insurance Committee. It should also be made clear that the decisions of the committee in this case are to be by a majority vote with each representative having one vote. It would also be appropriate to provide that the recommendations of the committee be advisory only upon the Board of Commissioners.

### RECOMMENDATION

It is the recommendation of this fact-finder that the following Insurance Employee Review Committee Provision be adopted and incorporated into the parties' agreement.

### INSURANCE

Section 3. The parties do hereby agree that should the County and the county employees form an Employee Review Committee on Health Benefits, the OPBA shall be allowed to have one representative on said Committee for each unit represented. Recommendations of the committee

shall be by majority vote with each representative having one vote. The recommendations of the committee shall be advisory only. It is the intent of the parties that any recommendations concerning a change in benefit levels be applied to all classified county employees equally. Should the County elect not to provide for an Employee Review Committee, the Employer shall not unilaterally implement reductions in benefit levels.

## **10. HEALTH AND SAFETY**

The Union proposes a new provision which would provide that the Employer is to have safe working conditions for all bargaining unit employees in accordance with applicable laws and regulations. The Employer opposes any new provision.

**ANALYSIS** – It is apparent that the Employer is required to follow all applicable state and federal laws when it comes to providing safe working conditions for bargaining unit employees. There was no evidence presented that any problems concerning unsafe working conditions have occurred in the department. Certainly, employment at the new jail does present safety concerns for employees. However, this fact alone does not mean that there should be a contractual provision for health and safety as proposed by the Union. It should be noted that there is a Labor/Management Provision that could be used to address any safety concerns which the Union may have.

### **RECOMMENDATION**

This fact-finder does not recommend any Health and Safety Provision as proposed by the Union.

## **11. DURATION OF AGREEMENT**

The parties are in basic agreement that there should be a three year agreement beginning January 1, 1998. However, the Employer proposes that wages take effect in May of each year of the three year agreement.

**ANALYSIS** – This fact-finder has determined that there should be a three year agreement which takes effect on January 1, 1998. The evidence did not show that either party has caused delays in resolving their contractual dispute. Indeed, the parties mutually agreed to extend the period for fact-finding in an effort to engage in productive negotiations in order to reach a final agreement. It should also be noted that in the past the parties have always provided for retroactivity with respect to wages even though there were similar prolonged negotiations. There was no reason shown as to why the new agreement should not likewise have a termination date in December rather in May as proposed by the Employer.

### **RECOMMENDATION**

It is the recommendation of this fact-finder that there be a three year agreement commencing on January 1, 1998 and remaining in effect through December 31, 2000.

**DURATION OF AGREEMENT** – This Agreement shall be effective as of January 1, 1998, and shall remain in full force and effect through December 31, 2000, unless otherwise terminated as provided herein.

**CONCLUSION**

In conclusion, this fact-finder hereby submits his recommendation on each of the outstanding issues presented to him for his consideration.

**APRIL 27, 1998**

  
**JAMES M. MANCINI, FACT-FINDER**