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**STATE OF OHIO**  
**STATE EMPLOYMENT RELATIONS BOARD**

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In the Matter of )  
Fact-Finding Between: )  
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OHIO PATROLMEN'S BENEVOLENT )  
ASSOCIATION ) Case No. 98-MED-01-0040  
 )  
-and- ) Jonathan I. Klein,  
 ) Fact-Finder  
 )  
CUYAHOGA COUNTY CENTRAL SERVICES )  
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**FACT-FINDING REPORT**  
**and**  
**RECOMMENDATIONS**

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Appearances

For Union:

Michael W. Piotrowski, Esq.  
Labor Counsel  
Richard Mauney, Sr.  
Business Agent, OPBA  
Nicholas Codrea, Jr.  
Staff Representative  
Steve Sakal, Director  
Joe Wagner, Director  
Ray Baumbick, Director  
Ed Schlipp, Director  
Taharka Ankhenaton, Director  
Will Kelly, Director

For Employer:

Gerard Vancavage, Esq.  
Labor Relations Specialist  
Nicholas Vaccariello  
Personnel/Administrator

Date of Issuance: October 14, 1998

**I. PROCEDURAL BACKGROUND**

This matter came on for hearing on August 31, 1998, before Jonathan I. Klein, appointed as fact-finder pursuant to Ohio Rev. Code Section 4117.14, and Ohio Admin. Code Section 4117-9-05, on March 19, 1998. The hearing between the Cuyahoga County Central Services ("Employer"), and the Ohio Patrolmen's Benevolent Association ("Union" or "OPBA") which represents approximately one hundred fifty (150) police and security officers in the Central Services Department took place in the offices of Union's counsel located at 1228 Euclid Avenue, Cleveland, Ohio 44115.

Prior to the evidentiary hearing, the fact-finder and representatives made considerable efforts to reach a mediated settlement of this dispute. Those efforts proved unsuccessful, and this matter proceeding to hearing. Several weeks after the evidentiary hearing a conference call was initiated by the fact-finder to the parties' representatives in a final attempt to reach a mediated settlement agreement. This effort proved unsuccessful as well, and the fact-finder informed both advocates that this report would issue solely on the evidence presented at the fact-finding hearing itself, without regard to the compromise offers made in mediation. Both advocates acknowledged this statement by the fact-finder, and each recognized that the final settlement proposal on the table during mediation was null and void.

Singularly striking to the fact-finder was the almost complete absence of evidence presented by the Employer at hearing in support of its positions on the open issues. The Employer submitted only one document, called no witnesses and offered contract language on

one issue.<sup>1</sup> This fact-finder has sat through numerous hearings of this sort, but never one so remarkable for the lack of evidence presented by one party to the proceeding. The consequences of this dearth of evidentiary material in support of one party's position is significant for several reasons. First, it creates a situation where discerning the most reasonable position on proposed contract language is difficult, if not impossible. Second, the usefulness of a report and recommendation based on such an evidentiary record is significantly reduced and the effectiveness of the dispute resolution process is diminished. Finally, where as in this case the bargaining unit is a right to strike unit, there is no intermediate statutory step before the dispute resolution process ends, and the parties may resort to self help.

The fact-finder has taken into consideration the tangled and difficult history between the parties. This includes decertification of two prior bargaining unit representatives, including election of the OPBA as representative on December 17, 1997, after a tentative agreement was reached in July 1997 between its predecessor, Cuyahoga County Police Patrolmen's Association (CCPPA) and the Employer. The OPBA was formally certified by SERB on January 8, 1998.

The members of the bargaining unit are police/security officers who work in various county facilities as unarmed security, provide patrol service in various areas with vehicles and generally hold commissions from the City of Cleveland as special police officers. These

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1. Vaccariello was present only during the mediation session.

commissions are similar to those held by the police officers employed by the Greater Cleveland Regional Transit Authority (“RTA”) and the Cleveland Public Utilities Police (“CPUP”). Moreover, the current bargaining unit is the product of merger in 1992 of two security forces — one from the Department of Human Services, and the second from Central Services. This merger did not result in the correction of discrepancies in wages between employees from the respective units who were performing the same or similar work with identical dates of hire. The bargaining unit employees are paid using twenty-eight different pay rates.

Although a number of issues were resolved, ten issues remained open at the fact-finding hearing, including wages, health insurance, shift differential, educational bonus, injury and illness leave, longevity pay, overtime, duration, facial hair, and tuition reimbursement.<sup>2</sup> These issues will be addressed in the order presented at the fact-finding hearing.

## **II. FACT-FINDING CRITERIA**

In the determination of the facts and recommendation contained herein, the fact-finder considered the applicable criteria required by Ohio Rev. Code Section 4117.14(C)(4)(e), as

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2. The fact-finder incorporates into this Report and recommends all tentative agreements reached by the parties prior to the fact-finding hearing. A list of the tentative agreements is provided in the Union’s position statement at pages 2-4.

listed in 4117.14(G)(7)(a)-(f), and Ohio Admin. Code Section 4117-9-05(K)(1)-(6). This fact-finding criteria is enumerated in Ohio Admin. Code Section 4117-9-05(K), as follows:

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) The interest and welfare of the public, 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;
- (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.

### **III. ISSUES, CONTENTIONS OF THE PARTIES AND FINAL RECOMMENDATIONS**

#### **ISSUE 1 - DURATION**

The Union proposes a contract term effective January 8, 1998, through December 31, 2000. Richard Mauney, business agent for the OPBA, was involved in the negotiations, and noted the Employer proceeded to seek an agreement with the former representative, CCPPA, and ratified the agreement. The Employer declined to process grievances and deal with the OPBA under the agreement with CCPPA claiming it was no longer valid. Mauney

acknowledged that an unfair labor practice charge was filed with SERB concerning this issue, and that charge remains pending before SERB as of the date of the fact-finding hearing.

The Employer asserted it would agree to a three year labor agreement effective when a tentative agreement is reached. It offered no other evidence on this issue.

### Final Recommendation

The fact-finder notes that the Union's position represents a modification from its written proposal that the effective date of the agreement shall be the date of ratification by the Board of County Commissioners and the Union. Based on the nature of these negotiations, together with the implications of the wage recommendation set forth below, the fact-finder recommends the following provision on duration.

#### Duration.

This Agreement represents the complete understanding between the parties on all issues and shall become effective 12:00 a.m. on July 1, 1998, and remain in full force and effect until 11:59 p.m. on June 30, 2001, and thereafter, from year-to-year, unless at least one hundred twenty (120) calendar days prior to said expiration, or anniversary thereof, either party gives timely notice to the other of an interest to terminate or a desire to modify or change the Agreement. Within ten (10) days after receipt of said notice, a conference will be arranged to negotiate any proposals.

## ISSUE 2 - EDUCATION BONUS

The Union proposes that employees receive a single annual bonus reflecting their highest level of educational achievement ranging from \$1,000 of a juris doctor to \$400 for an associate degree. Such payments will help to insure a better trained, more highly skilled security officer with higher levels of efficiency for the Employer. According to the testimony of Richard Mauney, a "straw poll" of the bargaining unit found three employees with associate degrees and one with a juris doctor.

The Employer asserts any higher education is a positive element for employees. However, this proposal is an additional bonus for employees who make a personal decision to advance their education.

### Final Recommendation

The fact-finder agrees with the parties that higher educational attainment is both positive and to be recommended. However, there is no evidence showing any nexus between educational attainment and measurable efficiency of employees doing bargaining unit work. Nor is there any probative evidence of statutory criteria in support of educational bonus payments to members of the bargaining unit. In sum, the fact-finder rejects the inclusion of the Union's proposal on this issue in the collective bargaining agreement.

## ISSUE 3 - FACIAL HAIR

The Employer withdrew its objection to the Union's proposal on facial hair.

Final Recommendation

The fact-finder hereby recommends the Union's proposal on facial hair which provides, as follows:

Facial Hair

There shall be no restrictions upon the privilege of a unit member relative to facial hair or sideburns other than a requirement that said facial hair or sideburns be neatly trimmed and complement the uniform. Facial hair shall not interfere with the use of any safety equipment.

ISSUE 4 - HEALTH INSURANCE

The Union presented eighteen collective bargaining agreements and reopeners as evidence that its proposal takes a middle ground or average of all other bargaining units in the Cuyahoga County on health insurance. (Union Ex. 1) In the opinion of Mauney, each of these agreements represents a health insurance proposal which is superior to the Employer's proposal. Mauney asserted that various unidentified agreements in Union Exhibit 1 contain provisions more favorable to employees than the Union's proposal. Other agreements, although far fewer in number, provide less health insurance. In the Union's proposal, the Employer is to contribute premium payments of \$200 for single coverage, and \$528 for family coverage.

The Employer proposes for the bargaining unit the same level of coverage as it currently provides non-bargaining unit employees. (Employer Ex. 1). The current Employer

contribution to monthly premiums are \$145.81 for single coverage, and \$376.15 for family coverage for non-bargaining unit employees.

### Final Recommendation

Neither party has provided the fact-finder with any cost analysis of their respective proposals. It is clear, however, that in comparison with the overwhelming majority of the bargaining units in Cuyahoga County, the Employer's proposal is structured most like those other bargaining units save and except the amount of the monthly premium contribution toward premium costs. For example, in the contract between the Employer and the Firemen and Oilers International Union, Local 32, the Employer contributions are \$562 for family coverage; \$214 for single coverage. Under the current agreement between the SEIU, Local 47 and the Employer, these employer contribution amounts are \$555 per month for family coverage, and \$220 per month for single coverage; the agreement between the Employer and GCIU, Local 546 provides for employer contribution amounts of \$556.16 and \$212.18 for family and single coverage, respectively.

Based upon the evidence presented, the fact-finder concludes that the contract language on group insurance shall contain the language of Employer Exhibit 1 for each plan year of the agreement at the contribution levels proposed by the Union. The article shall provide, as follows:

Group Insurance

Section 1. The Employer agrees to contribute the below listed monthly premiums for single or family coverage, whichever is applicable for each eligible employee enrolled in the Employer's Hospitalization, Medical, Surgical Plan (Flexcount Plan) during each plan year of this agreement.

<u>SINGLE</u>	<u>FAMILY</u>
\$200.00	\$528.00

Payments of the above premiums are subject to the conditions and limits set out in Sections 2 through 5 of this Article.

Section 2. An eligible employee is defined as a full-time employee covered by this Agreement. The Flexcount Plan (the "Plan") is defined as the Section 125 or Cafeteria Plan which is provided by the Employer for health insurance benefits for the Employer's employees. The Employer shall be responsible for enrolling eligible employees in the Plan once during each plan year at its annual enrollment period. The Plan year commences on January 1 and ends on December 31 of the calendar year but is subject to change.

Section 3. If an employee exercises the option to be covered under an HMO or alternate plan, then the employee must pay any and all amounts charged by such plan for single or family coverage which exceeds the costs identified in Section 1. No employee shall be eligible for a rebate in the event the HMO premiums are less than the costs in Section 1.

Section 4. If an employee exercises the option to be covered by a new health plan option which might be offered during the term of this Agreement, then the employee is subject to the same conditions and limits set out in Sections 1, 2 and 3 of this Article.

Section 5. The Employer shall be entitled to increase the cost containment features of the Flexcount Plan.

ISSUE 5 - INJURY/ILLNESS LEAVE

On this issue, the Union proposes language whereby the Employer may grant up to one hundred and twenty (120) days of leave with pay for an injury or illness suffered as a direct result of an employee's performance of his or her duties. Such leave is unavailable where the injury or illness is the result of negligence, carelessness or recklessness on the part of the employee. Presently, an injured employee receives workers' compensation benefits. The Union contends this language is standard in most police contracts, and the Employer will benefit from exclusion of those employees covered by this leave from its experience ratings. Due to the nature of the work performed by the bargaining unit, and the fact such provisions are standard in law enforcement related collective bargaining agreements, this language is warranted. In fact, in the last seven to eight months, two bargaining unit employees have been injured during altercations with members of the public while properly performing their work assignments.

The Employer does not deny that the work performed by the bargaining unit can be dangerous, but insists that the workers' compensation coverage is sufficient. The Union countered that workers' compensation is fine for other than willful assault. It was stipulated that the collective bargaining agreement between the Cuyahoga County Sheriff's Department and OPBA pertaining to corrections officers contains language identical to the Union's proposal. (Union Ex. 2).

Final Recommendation

The fact-finder concludes that the Union's proposal should be included in the agreement with a slight clarification in the language. There appears to be little evidence that such a proposal will be difficult to administer or enforce, and the Employer does not contest the assertion that the employees' work can be dangerous. No evidence was presented by the Employer that such language would be unduly burdensome or costly. However, the fact-finder concludes the proposed language should be clarified to restrict its application to willful and intentional acts as intended by the Union, rather than the language of its proposal which provides for leave in the event of "an incident that occurs while in the performance of assigned duties." It is recommended that the collective bargaining agreement contain the following provision:

Injury/Illness Leave

- Section 1. The Employer may grant up to one hundred twenty (120) days of Injury/Illness Leave if such injury/illness is the direct result of an incident involving intentional and/or willful conduct that occurs while in the performance of assigned duties. The injury/illness shall not be the result of negligence, carelessness or recklessness by the Employee.
- Section 2. The granting of Injury/Illness Leave shall not be unreasonably denied and shall be granted within seven (7) calendar days after the request has been made.
- Section 3. The Employer may grant the Employee Injury/Illness Leave beginning on the eighth (8<sup>th</sup>) calendar day of absence, or the first (1<sup>st</sup>) day the

Employee is admitted to a hospital as an inpatient, whichever is earlier. At the Employer's discretion, the Employee may be subject to examination by a physician of the Employer's choice. Such examination will be at the expense of the Employer.

Section 4. In order to be considered, a request for Injury/Illness Leave must be made within seventy-two (72) hours after the incident.

#### ISSUE 6 - LONGEVITY

The Union proposes that the collective bargaining agreement contain a longevity payment plan by which an employee receives a longevity payment of \$500 per year after five years of continuous service. For each additional year beyond the five years of service, an additional one hundred dollars will be paid each year. It urges that such language is present in other contracts involving the Cuyahoga County and City of Cleveland, including agreements covering deputy sheriffs, correction officers, RTA police and security monitors and CPUP. It is a proper recognition for years of service provided by long term employees.

While all uniformed, badge employees receive longevity payments, the Employer emphasized that no collective bargaining agreements directly under control of the Board of County Commissioners have provisions for longevity payments. The Employer recognizes employees who put in many years of service for their loyalty, but rejects the notion of any additional payment for longevity. The Board of County Commissioners must be fiscally prudent, and this proposal represents a significant cost which should not be incurred.

Final Recommendation

The fact-finder concludes that the Union's proposal on longevity should be not be included in the collective bargaining agreement at this time. Not only are there no agreements directly controlled by the Board of County Commissioners which contain such a provision, the Union's proposal far exceeds any of the referenced bargaining units which do receive longevity payments. The fact-finder determines that based on the minimal evidence presented on this issue, and the need as set forth below to apply resources to rectify the wage structure for bargaining unit employees, longevity payments are not to be included in the initial collective bargaining agreement between the parties.

ISSUE 7 - OVERTIME

The Union's proposal on overtime differs from the Employer's proposal on overtime on only one significant factor: the use of compensated sick leave as time worked for the purposes of computing overtime pay. In other words, the issue is whether sick time shall be counted toward the forty hour minimum prior to payment of overtime. For example, a bargaining unit employee could work four hours of overtime on Monday, and eight hours on Tuesday, Wednesday, and Thursday, but because he was off sick on Friday he would not receive overtime compensation for Monday. The loss of overtime represents a punishment for calling off sick. Other contracts within Cuyahoga County do count sick leave for overtime purposes, for example EMS and CRIS employees represented by CWA, employees within the

Cuyahoga County Sanitary Engineer's Office, as well as the correction officers and deputies in the Sheriff's Department.

According to the Employer, in 1997 this unit used 19,751 hours of sick leave.

Including sick time toward hours worked for overtime purposes tends to lead to abuse, and employees should work forty hours before overtime is paid. Of the six collective bargaining agreements within Central Services, there may be only one agreement which includes sick leave toward the overtime calculation.

In rebuttal, the Union offered the testimony of employee Ray Baumbick. Baumbick stated that in Central Services it is rare to be granted compensatory time or vacation, and employees are forced to resort to sick leave to obtain time off work. If an employee needs emergency time off and requests the use of compensatory time the normal result is the request is denied. Employees who take the day off anyway are charged with AWOL which may lead to discharge.

#### Final Recommendation

The fact-finder concludes that the Union's proposal on overtime compensation should be not be included in the collective bargaining agreement at this time. Foremost, it appears that none of the bargaining units in Central Services include sick leave or sick time as hours worked for computing overtime. Included among those collective bargaining agreements presented at hearing are agreements between the Employer and: 1) the Fireman and Oilers International Union, Local 32; 2) International Union of Operating Engineers, AFL-CIO,

Local 18-S; 3) Graphic Communications International Union, Local 546; and 4) Service Employees International Union, Local 47. In other cases, where sick leave is recognized as hours worked for the purposes of computing overtime, an employee must maintain a sick leave balance of at least 100 hours. (Sanitary Engineers and Inspectors). In yet another version, sick leave shall be counted as hours and days worked except where there is a pattern of abuse. (CRIS employees). In yet other circumstances, compensated sick leave is considered time worked. (Deputies and Correction officers).

In review, the picture on this issue across Cuyahoga County is varied, but even when counting paid sick leave toward hours worked contractual limitations, such as minimum sick leave balances, exist. However, in Central Services itself, the evidence is overwhelmingly against paid sick leave considered as time worked within the forty-hour work week. The real problem appears to be in the administration and usage (or denial) of accrued compensatory time off and vacations which, in turn, has generated significant sick leave usage. This issue should not be initially addressed through provisions determining the time worked for overtime purposes, but should be tackled head on through application and enforcement of sick leave provisions and policies. If the high level of sick leave is generated by arbitrary denial of compensatory time or paid vacation leave, and thereby improperly reducing the categories of compensated time considered time worked, this issue will have to be revisited at future negotiations. However, the fact-finder is unable, based upon the record, to recommend inclusion of the Union's proposed language at this time.

**ISSUE 8 - SHIFT DIFFERENTIAL**

The Union reasons that the concept of shift differential is relatively straightforward and self explanatory. Of the public sector collective bargaining agreements in Cuyahoga County, a number of bargaining units have shift differential, including two units represented by CWA — the CRIS unit and communications unit; an AFSCME unit which represents the youth services employees; a Buildings and Trades Council bargaining unit; a SEIU Local 47 unit in the Sanitary Engineers office; the CPUP unit; and all other twenty-four hour bargaining units in the Cuyahoga County.

The Employer urges that for its position this is an initial agreement, and does not feel shift differential should be present in the first collective bargaining agreement.

**Final Recommendation**

Based upon the foregoing evidence, the fact-finder must recommend the Union's proposal on shift differential. The Employer does not dispute any of the allegations of the Union with respect to the presence of shift differential in the agreements so noted, nor does it contend that the language of the Union's proposal is deficient in any way other than the fact this is an initial agreement with this bargaining unit. There is no evidence the Employer's assertion has any support by evidence of the statutory criteria which the fact-finder is bound to consider, and it must be rejected as both insubstantial and a makeweight response to the

Union's proposal. The fact-finder recommends the collective bargaining agreement include the Union's proposal on shift differential with slight modifications in language, as follows:

**Shift Differential**

**Section 1.** Employees in the bargaining unit on the normal eight (8) hour, five (5) day per week work week, shall work shifts defined, as follows:

- 1<sup>st</sup> Shift: An employee for whom the majority of his/her normal hours of work fall after 7:00 a.m. and before 3:00 p.m.
- 2<sup>nd</sup> Shift: An employee for whom the majority of his/her normal hours of work fall after 3:00 p.m. and before 11:00 p.m., and who shall receive a shift premium of fifty cents (\$.50) per hour.
- 3<sup>rd</sup> Shift: An employee for whom the majority of his/her normal hours of work fall after 11:00 p.m. and before 7:00 a.m., and who shall receive a shift premium of sixty cents (\$.60) per hour.

**ISSUE 9 - TUITION REIMBURSEMENT**

The Union proposes that the collective bargaining agreement include as language on tuition reimbursement the Cuyahoga County policy entitled, "Cuyahoga County Board of Commissioners Tuition Reimbursement Program," with benefits identical to those offered to non-bargaining unit employees of Cuyahoga County. Non-bargaining unit personnel have this benefit as do other bargaining units in the county. Tuition reimbursement is, in essence, a standard throughout Cuyahoga County, and there is no reason not to grant this benefit to the bargaining unit members. It is also an inexpensive benefit to the Employer.

The Employer withheld any comment on the Union's proposal until discussion on the issue of wages. However, no comments on the Union's tuition reimbursement proposal were made at any time during the evidentiary hearing by the Employer.

**Final Recommendation**

This issue requires little discussion. The Union's proposal seeks the same tuition reimbursement language provided non-bargaining unit employees in Cuyahoga County. No discussion or opposition to this proposal was made by the Employer, and the same is hereby recommended.

**ISSUE 10: WAGES**

As noted above, considerable difficulties have been created by up to twenty-eight (28) different pay rates for the police/security officers who are members of the bargaining unit. In general, the Union's proposal on wages consists of a progressive wage scale to be phased in over three years of the agreement commencing with a ten-year scale in the first year of the agreement, an eight-year scale in year two, and a five-year scale in the final year of the agreement.

The Union argues the problem with the wages was not of its making, and seeks to consolidate the pay rates in its proposal, and incorporate a three percent increase which would apply only to the top rate. All those employees above the top rate would be red circled until

the pay scale catches up with their various rates. There is an important need for a logical and reasonable pay structure. It is impossible to provide any justification why payment for employees doing the same job differs so widely across the unit, and a structure which offers just such an explanation is necessary to change the serious morale problems within the bargaining unit. The employees have been underpaid during the 1990s, and in some cases employees have gone three to six years without a pay increase.

Recognizing the unique nature of the bargaining unit and the function members of the bargaining unit provide to Central Services, the Union points to two units which it maintains are similar in function, the CPUP unit, and the RTA security officers and monitors units. It reasons that the CPUP unit performs a function similar to the Union's bargaining unit in that the employees are responsible for enforcing laws on the employer's property, and providing building security and limited road patrols. They also receive the same special police commission from the City of Cleveland. These same factors also apply to the police unit working for the RTA.

The OPBA economist, Nicholas Codrea, testified to a comparison he performed of total compensation for CPUP, the RTA Transit Police and Security Monitors, and the Union's proposal for the bargaining unit at Central Services, including longevity and shift differential. (Union Ex. 3). Codrea found that even with the Union's wage proposal for 1998, the bargaining unit would still be behind the comparable units by as much as \$2,000. He also pointed out that in the case of the CPUP bargaining unit, the wages were effective in April

1997, and that data for that bargaining unit is a year behind. In comparing job duties among these three units, Codrea found that all three units have a private type police commission to protect property and lives at their respective locations. The only difference, according to Codrea, between CPUP and the Union's bargaining unit is that the later perform the same duties at specific sites.

Codrea also prepared an analysis of all general wage increases for police across the State of Ohio for 1995 through 1999 using SERB data where available, and compared this data to wages for officers employed by Central Services. (Union Exs. 4, 5 and 6). Union Ex. 4 represents a tracking of two individual employees who were hired in the late 1980s or early 1990s, and since 1991 these two individuals have seen their hourly wage rates rise from \$10.05 to \$11.80 as of 1998. In 1993 and 1996, the employees did not receive a wage increase. When compared to the average wage increases for police officers during this time period, and assuming the same beginning wage, the average police officer would currently be paid \$12.98 without the inclusion of any step increases. The bargaining unit employees are losing approximately 1 percent in real wages each year, according to Codrea.

In describing the general wage growth and step increases common to such bargaining units, and comparing those trends to the present situation with the bargaining unit at Central Services, Codrea described the situation as unlike any other he had observed. In November 1997, Codrea was involved in the fact-finding between the Union and the Cuyahoga County Sheriff over a wage reopener for the corrections officers. Fact-finder Harry Graham wrote in

his report that the employer did not claim an inability to pay, and the data supported the proposal of the Union without reservation based on regional and other evidence of wages. The Union's proposal in that case included a reduction in the number of steps and significant wage increases ranging from 35 and 40 percent to the lowest general wage increase of 3.7%. (Union Ex. 7). In contrast to the case involving the corrections officers, however, the situation with the present bargaining unit is much worse in that wages here have no relation to seniority for those holding identical positions. For example, the most senior employee in the bargaining unit is \$2.59 below the next senior person in the bargaining unit.

The Employer reasons that the system of wages in place for this bargaining unit is not perfect, and the problems must be corrected eventually. The problems have their origin, in part, with the merger of the Central Services and Human Services bargaining units in 1992. It offers a three (3) percent across-the-board increase effective with the first pay period in July 1998, and wage reopeners in years two and three of the agreement. This would hopefully give the parties time to correct the problem of wage disparity. The Union's proposal for the first year is 7.5 percent even if it does begin to address the inequities in the wages currently paid bargaining unit members. The Union's proposal is a problem for the Employer, however, when a secretary who is making \$10 per hour receives a 3 percent increase, and it is a morale problem throughout the division to grant the wages the Union has proposed.

Final Recommendation

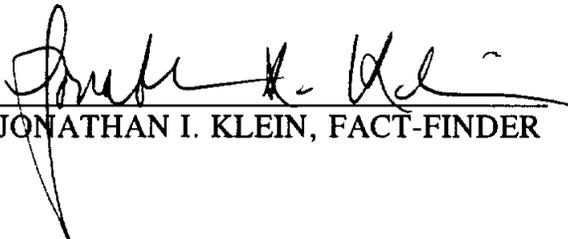
This issue is undoubtedly the most contentious of all those presented to the fact-finder. The evidence is overwhelming, however, that the present situation cannot continue on its present course. Even the Employer recognizes that the present wage structure is problematic, but requests additional time to correct the problem. It strikes the fact-finder that the six years since the merger of Central Services and Human Resources upon which the Employer fixes the greatest blame for its current predicament should not be extended. The Union's proposal will result in significant increases to some members of the bargaining unit. In this respect it is useful to quote from the previously noted fact-finding report issued by Harry Graham which appears applicable to the current dispute as well.

It is recognized that the Union proposal calls for a large wage increase. Offsetting that is the substandard compensation that has been paid to Corrections Officers in the County for many, many years.

Additional support for the proposal of the Union is found on its Exhibit 1. Focusing on the top wage rate, it indicates that there has been a real wage decline since 1987. Had wages merely reflected the modest inflation rate over the past ten years the top rate in the County would be \$33,149, rather than the present \$28,196. Loss of real income is a serious situation. The proposal of the Union makes a start to addressing this problem. Id. at 7-8.

The Employer simply pleads for more time to correct a serious wage disparity among bargaining unit members performing similar work at 28 different wage rates. It offered no evidence to support its position. The fact-finder believes this recommendation is significant enough that the wage scale's initial effective date should be retroactive to July 1, 1998, rather

than January 8, 1998, as requested by the Union. The former date corresponds to the effective date of this initial collective bargaining agreement, and the wage rates are to be adjusted effective on the anniversary date in years two and three of the collective bargaining agreement. With these modifications, the fact-finder recommends the Union's proposal on wages attached hereto as Exhibit "A."



JONATHAN I. KLEIN, FACT-FINDER

Dated: October 14, 1998

Section 1. Member of the bargaining unit shall be compensated according to the following table:

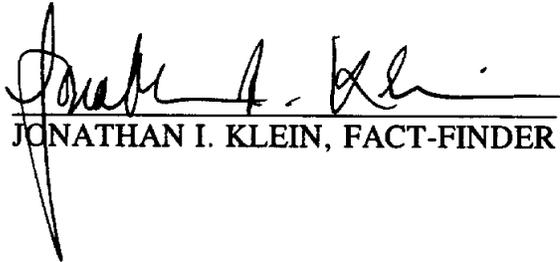
Seniority	Effective July 1, 1998	Effective July 1, 1999	Effective July 1, 2000
Hire - 1 <sup>st</sup> Ann.	\$ 10.25	\$ 10.25	\$ 10.25
1 <sup>st</sup> - 2 <sup>nd</sup> Ann.	\$ 10.55	\$ 10.65	\$ 10.80
2 <sup>nd</sup> - 3 <sup>rd</sup> Ann.	\$ 10.84	\$ 11.04	\$ 11.34
3 <sup>rd</sup> - 4 <sup>th</sup> Ann.	\$ 11.14	\$ 11.44	\$ 11.89
4 <sup>th</sup> - 5 <sup>th</sup> Ann.	\$ 11.43	\$ 11.83	\$ 12.44
5 <sup>th</sup> - 6 <sup>th</sup> Ann.	\$ 11.73	\$ 12.23	\$ 12.99
6 <sup>th</sup> - 7 <sup>th</sup> Ann.	\$ 12.02	\$ 12.62	\$ 13.53
7 <sup>th</sup> - 8 <sup>th</sup> Ann.	\$ 12.32	\$ 13.02	\$ 14.08
8 <sup>th</sup> - 9 <sup>th</sup> Ann.	\$ 12.61	\$ 13.41	\$ 14.63
9 <sup>th</sup> - 10 <sup>th</sup> Ann.	\$ 12.91	\$ 13.81	
10 <sup>th</sup> - 11 <sup>th</sup> Ann.	\$ 13.20	\$ 14.20	
11 <sup>th</sup> - 12 <sup>th</sup> Ann.	\$ 13.56		
12 <sup>th</sup> Ann.	\$ 13.79		

Section 2. No employee shall suffer a decrease in compensation as a result of this contract. In the event an employee would be paid less as a result of section 1 he shall remain at his current rate until he receives an increase in pay based upon Section 1.

Exh. "A"

**CERTIFICATE OF SERVICE**

Originals of the foregoing Fact-Finding Report and Recommendations were served upon Michael Piotrowski, Esq., Ninth Floor, The Halle Building, 1228 Euclid Avenue, Cleveland, Ohio 44115; and Gerard Vancavage, Esq., Office of Human Resources, Labor and Employment Relations Division, 1700 East 13<sup>th</sup> Street - #34, Cleveland, Ohio 44114-3238; and upon G. Thomas Worley, Administrator, Bureau of Mediation, Ohio State Employment Relations Board, 65 East State Street, Columbus, Ohio 43215-4213, each by express mail sufficient postage prepaid, this 14th day of October, 1998.

  
JONATHAN I. KLEIN, FACT-FINDER