

STATE OF OHIO
STATE EMPLOYMENT
RELATIONS BOARD
State Employment Relations Board
AUG 8 2 05 PM '95

IN THE MATTER OF:

CASE NO. 95-MED-03-0227

OHIO PATROLMEN'S BENEVOLENT
ASSOCIATION

"Employee Organization"

and

SANDUSKY COUNTY SHERIFF

"Employer"

FACT-FINDER:

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**REPORT OF FACT-FINDER
AND RECOMMENDATIONS**

APPEARANCES:

Representative on Behalf of
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Employer:

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DATE OF REPORT: AUGUST 8, 1995

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I. INTRODUCTION

These matters come before the Fact-Finder as a result of a referral on May 2, 1995 by the State Employment Relations Board ("SERB") pertaining to fact-finding protocol between the Ohio Patrolmen's Benevolent Association (hereinafter referred to as "OPBA" or "Association") and the Sandusky County Sheriff (hereinafter referred to as "Sheriff"). The parties had previously conferred for collective bargaining on April 20, May 2, May 17 and May 25, 1995, and, together with a SERB Mediator, met on June 1, 1995. Fact-finding hearings for the taking of evidence, submission of issues and presentation of the parties' respective positions were held, by mutual agreement of the parties, on July 10, 1995 and July 18, 1995.

All of the hearings were conducted at the Sandusky County Jail (which was also the Headquarters of the Sandusky County Sheriff's Department), located at Countryside Drive, Fremont, Ohio.

The Fact-Finder has taken into consideration the statutory guidelines enunciated in Ohio Revised Code §§4117.14(C)(4)(a) through (f), the guidelines set forth in Ohio Revised Code §§4117.14(G)(7)(a) through (f), and SERB Regulations 4117-9-05(J) and (K)(1) through (6). In addition, the Fact-Finder has reviewed and taken into consideration the various exhibits and presentations of the parties.

Appearing on behalf of the parties, in addition to the respective representatives designated on the face sheet of this Report, were the following:

On Behalf of the Association:

Santos Bocanegra (Patrol Officer),
OPBA Director
James Consolo (Patrol Officer),
OPBA Negotiating Committee Member
Janie Shondell (Communications Officer),
OPBA Negotiating Committee Member
Sophie Tilton (Corrections Officers),
OPBA Director

On Behalf of the Sheriff:

Jim Fischer, County Administrator
Mark Harman, Captain - Civil Deputy
L. Scott Ickes - Jail Administrator

Preliminarily, the Fact-Finder commends the representatives of the Association and the Sheriff for presenting their respective positions in an articulate, detailed and highly professional manner. There were a substantial number of issues presented, and they are not easily resolved, as is evident by the fact of the parties' actual impasse and this Report, but the thoroughness of the parties' presentation significantly assisted the Fact-Finder in his task. Brevity should only be construed as an attempt to contain the length of this Report and not to diminish the importance of each issue or the material presented by the respective parties in support of their particular positions.

II. BACKGROUND

Sandusky County is situated in the northwestern portion of the State of Ohio, having a population of approximately 62,000 people. The Association has been the collective bargaining representative with the Sheriff's Office since 1985 as certified by SERB in Case No. 84-RC-04-0244 dated July 22, 1985. The bargaining unit consists of all full-time regular deputies in the Sandusky Sheriff's Department, including patrol officers, corrections officers and

communications officers, totalling approximately 29. The patrol officers are generally assigned areas throughout the County to maintain public order, enforce laws and to protect property and safety of the public. The corrections officers maintain the safety and security of the Sandusky County Jail and perform various tasks regarding the intake processing and releases of inmates. The communications officers operate radio, computer and related electronic equipment, receiving, relaying and initiating information to the patrol officers, police, fire and emergency medical units throughout the County. The latest agreement between the parties was applicable for the period from June 1, 1992 until June 1, 1995.

The parties represented to the Fact-Finder that a number of issues had been agreed upon prior to the July 10, 1995 hearing. To avoid confusion or a misunderstanding, and as represented to the Fact-Finder, the agreed upon matters are recommended for inclusion in the new agreement and are referenced as follows:

- Article VIII - Association Representation (including a new Section 8.6)
- Article X - Grievance Procedure (pertaining to Section 10.7 (Step 4))
- Article XII - Drug/Alcohol Testing (Section 12.1 of the current Agreement; Section 12.3 of the current Agreement; Section 12.4 of the current Agreement; Section 12.5, Subparagraphs 1, 2 and 3; and Section 12.9 of the current Agreement)
- Article _____ (new article as yet unnumbered) - Family and Medical Leave (Section _____.1, Subparagraphs 1, 2 and 3; Section _____.2; Section _____.3; and Section _____.4)

III. RECOMMENDATIONS

ARTICLE III - DUES DEDUCTION

The Fact-Finder recommends that the current contract language be retained.

ARTICLE VI - HOURS OF WORK/OVERTIME

The Fact-Finder recommends that the current contract language be retained, except as to Section 6.4. As to Section 6.4, the Fact-Finder recommends that the first paragraph of the current contract language be retained and that the second paragraph in the present Section 6.4 be deleted and that the following be substituted in lieu thereof:

"For the purposes of determining an employee's eligibility for overtime, "hours required to work" will include actual work hours, compensatory time off and vacation leave. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime."

ARTICLE XIV - LAYOFF AND RECALL

The Fact-Finder recommends that the current contract language be retained.

ARTICLE XV - HOLIDAYS

The Fact-Finder recommends that the current contract language in Section 15.1 be retained and that the following additional paragraph be inserted in Section 15.1 to read as follows:

"In addition, each bargaining unit employee will be permitted an equal amount of holiday time under the same conditions granted by the County Commissioners of Sandusky County to other General Fund employees not covered by a collective bargaining agreement."

The Fact-Finder further recommends that a new Section 15.4 be inserted to read as follows:

"If a holiday occurs during a period of approved sick leave pursuant to Article XIX (Sick Leave), the employee shall receive a regular day's pay for the holiday, and will not be charged sick leave for the same hours."

ARTICLE XVI - VACATIONS

The Fact-Finder recommends that the current contract language be retained.

ARTICLE XIX - SICK LEAVE

The Fact-Finder recommends that the current contract language be retained except as to the following proposed revisions. As to Section 19.5 (Physical Examination), the Fact-Finder recommends that the present section be deleted and that the following be inserted in lieu thereof:

"The Employer may require an employee to take an examination, conducted by a licensed physician, designated by the Employer, to determine the physical or mental capability to perform the essential duties of his/her position. If found not qualified, the employee may be placed on a job he/she can perform without limitations or on sick leave or disability leave in accordance with Section 19.8 herein. The cost of such examination shall be paid by the Employer. This paid examination does not include the costs associated with physician certificates referred to in Sections 19.3 and 19.4 of this Article XIX."

The Fact-Finder recommends that Section 19.6, Subparagraph 4, of the current contract be deleted, and the following substituted in lieu thereof:

"Death of a member of the employee's immediate family (sick leave usage limited to time actually required to make funeral arrangements and attend funeral - maximum limit of five (5) calendar days); death of the employee's stepchild, legal guardian, or current stepparent (sick leave usage limited to time actually required to make funeral arrangements and attend funeral - maximum limit of two (2) work days);"

The Fact-Finder further recommends that the last paragraph of Section 19.6 of the current contract be deleted and that the following be substituted in lieu thereof:

"For purposes of funeral leave, the immediate family is defined as: spouse, mother, father, brother, sister, child, grandchild, the employee's grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law."

ARTICLE XXII - GROUP INSURANCE

The Fact-Finder recommends that the current Sections 22.1, 22.2 and 22.3 be deleted and that the following be inserted in lieu thereof:

Section 22.1. The Employer shall, for the term of this Agreement, make available to each full-time employee in active pay status the level of benefits substantially equal to the plan currently provided.

Section 22.2. Upon the execution of this Agreement, the Employer agrees to contribute up to \$175.17 per month for single employee insurance coverage and up to \$438.52 per month for family insurance coverage. If the premium costs exceed the above monthly amounts, the increase shall be borne by the employee through payroll deduction up to \$26.17 per month for single employee insurance and up to \$66.65 per month for family coverage. If, during the term of this Agreement, the Sandusky County Board of Commissioners increases or decreases their contribution cap for nonbargaining unit employees under their appointing authority, the increase or decrease to the above contribution rate of \$175.17 per month for single coverage and \$438.52 per month for family coverage will be extended to bargaining unit employees; however, in no event shall the employee's contribution exceed \$26.17 per month for single coverage and \$66.65 per month for family coverage.

Section 22.3. Effective as soon as practical after the execution of this Agreement, the Employer shall provide for \$15,000 life insurance for each bargaining unit employee.

ARTICLE XXIII - COMPENSATION AND PERS PICKUP

The Fact-Finder recommends that the current contract language in Section 23.1 be deleted and that, in lieu thereof, the following be substituted:

"Effective June 4, 1995, the wage rates for bargaining unit employees will be increased by four percent (4%).

Communications officers shall, in addition to the aforementioned wage rate increase, also receive the sum of Twenty-Five Dollars (\$25.00) in each bi-weekly pay period, which amount shall be added to the communication officer's compensation after adjustment for the four percent (4%) wage rate increase has been first made."

The Fact-Finder recommends that the present Section 23.2 be deleted and that the following be substituted:

"Effective June 2, 1996, the wage rates for bargaining unit employees will be increased by three and one-half percent (3-1/2%).

The Fact-Finder recommends that the present Section 23.3 be deleted and that the following be substituted:

"Effective June 1, 1997, the wage rates for bargaining unit employees will be increased by three and one-half percent (3-1/2%) for the remainder of the Agreement."

ARTICLE XXIV - LONGEVITY COMPENSATION

The Fact-Finder recommends that Section 24.1 of the current contract language be amended to read as follows:

"An eligible bargaining unit employee shall receive longevity compensation based upon his total years of continuous service which have been completed as of his anniversary date of hire with the Sheriff's Department. Payment of longevity compensation shall be made by a separate check issued on the first pay day following December 1 of each year."

The Fact-Finder further recommends that Section 24.2 of the current contract be deleted and that the following be substituted in lieu thereof:

"Each employee who has completed a minimum of five (5) years of continuous service with the Sheriff's Department shall receive an annual longevity payment based on the following schedule:

\$65.00 for each year of continuous employment from the completion of the sixth (6th) year through the ninth (9th) year.

\$75.00 for each year of continuous employment from the completion of the tenth (10th) year through the fourteenth (14th) year.

\$85.00 for each year of continuous employment from the completion of the fifteenth (15th) year through the nineteenth (19th) year.

\$100.00 for each year of continuous employment from the completion of the twentieth (20th) year and thereafter.

The maximum longevity compensation to be paid hereunder shall be \$2,000.00. To be eligible for such longevity payment, an employee must be employed with the Employer on December 1 of each year, except as specified in Section 24.3 below."

The Fact-Finder recommends that the current contract language set forth in Section 24.3 be deleted in its entirety. The Fact-Finder further recommends that the current contract language in Section 24.4 be retained and renumbered as Section 24.3.

ARTICLE XXVIII - BULLETIN BOARD

The Fact-Finder recommends that current contract language be retained.

ARTICLE XXX - MISCELLANEOUS

The Fact-Finder recommends that the current contract language be retained.

ARTICLE XXXIV - DURATION OF AGREEMENT

The Fact-Finder recommends that Section 34.1 be amended to read as follows:

"This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and shall be effective as of June 1, 1995 and shall remain in full force and effect until June 1, 1998, provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written until one party gives written notice as provided herein."

The Fact-Finder recommends that the current contract language in Section 34.2 be retained.

NEW ARTICLE - SHIFT BIDDING

The Association has proposed a new Article entitled "Shift Bidding." The Fact-Finder recommends that such proposed new Article not be included.

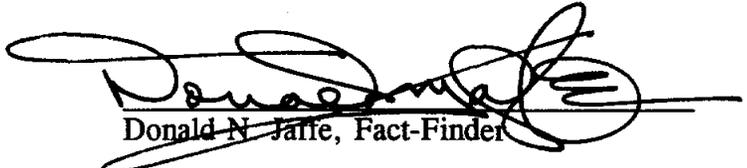
NEW ARTICLE - BI-LINGUAL PAY

The Association has proposed a new Article entitled "Bi-Lingual Pay." The Fact-Finder recommends that such proposed new Article not be included.

NEW ARTICLE - ME-TOO AGREEMENT

The Association has proposed a new Article entitled "Me-Too Agreement." The Fact-Finder recommends that such proposed new Article not be included.

Respectfully submitted,


Donald N. Jaffe, Fact-Finder