

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

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RELATIONS BOARD

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In the Matter of Fact Finding	*	
Between	*	
	*	FINDINGS
OHIO PATROLMEN'S BENEVOLENT	*	AND
ASSOCIATION	*	RECOMMENDATIONS
	*	
	*	Case No. 01-MED-07-663
	*	
and	*	Anna DuVal Smith
	*	Fact Finder
TRUMBULL COUNTY SHERIFF	*	
	*	

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Appearances

For the Ohio Patrolmen's Benevolent Association:

S. Randall Weltman, Esq.  
Climaco, Lefkowitz, Peca, Wilcox & Garofoli  
Halle Building, Ste. 900  
1228 Euclid Avenue  
Cleveland, Ohio 44115

For the Trumbull County Sheriff:

Jack L. Petronelli, Esq.  
Johnson & Angelo  
1700 North Point Tower  
1001 Lakeside Avenue  
Cleveland, Ohio 44114

## I. BACKGROUND AND SUBMISSION

The Ohio Patrolmen's Benevolent Association ("OPBA") represents certain full-time employees of the Trumbull County Sheriff. This case concerns the Cooks (of which there are approximately 6), the Custodians (2) and Secretary/Clerks (11) who comprise bargaining unit 5. The previous collective bargaining agreement between the parties expired on September 30, 2001. Negotiations for a successor agreement did not succeed in resolving all issues. Therefore, the undersigned was appointed fact-finder pursuant to Chapter 4117 O.R.C. on August 31, 2001. On January 15, 2003, the Fact-Finder met with the parties at the offices of the Trumbull County Sheriff in Warren, Ohio for the purpose of mediation and, in the event mediation failed to produce a complete settlement, for fact-finding on the unresolved issue(s). Mediation failed to produce a complete agreement. A fact-finding hearing was accordingly convened at 12:45 p.m. Pre-hearing statements were waived. Present for the OPBA in addition to Counsel were Charmane Revella, Joseph Mariano, and Stellie Zadroski. Present for the Sheriff in addition to Counsel were Chief Deputy Ernest G. Cook, Sheriff Thomas Attiere and Human Resources Director James Keating. Both parties were afforded a complete opportunity to examine witnesses, to present documentary evidence, and to argue their respective positions. The parties stipulated that the Fact-Finder was to take notice of evidence introduced in the Deputies/Sergeants/Lieutenants' November 29, 2001, fact-finding hearing (Case Nos. 01-MED-07-660, 661, 662) and the Correction Officers/Assistant Wardens' March 13, 2002, fact-finding hearing (Case No. 01-MED-07-649) as well as the Findings and Recommendations which issued from them inasmuch as the undersigned was Fact-Finder in those disputes as well. They further stipulated that all previous contracts between unit 5 and the Sheriff, of which there were two (2), were resolved in accordance with patterns set by the rest of the Department. Evidence was presented on one issue, Compensation, the parties agreeing that all other open issues will be resolved in the same manner as for the Deputies/Sergeants/Lieutenants. The oral hearing

concluded at 1:15 p.m. whereupon the record was closed. Thereafter the Fact-Finder was granted extensions in rendering her report.

In rendering these Findings and Recommendations, the Fact-Finder has given full consideration to all reliable information relevant to the issues and to all criteria specified in §4117.14(C)(4)(e) and Rule 4117-9-05 (J) and (K) O.A.C., to wit:

- (1) Past collectively bargained agreements 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) 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.

## II. ISSUE: COMPENSATION

### *Financial Background*

From the beginning of fact-finding in this round of negotiations the parties differed widely in their views of the employer's ability to pay. At the November 29, 2001, hearing on the Deputies' contract, the Sheriff presented evidence showing both rising disbursements and declining revenues such that the County's general fund balance was expected to fall by \$3 million in 2001 to \$265,966. \$1 million of this it attributed to lower revenues, \$2 million to higher disbursements, principally from health care costs. The County traced the decline in revenues to the 1999 roll-back in the piggyback sales tax. Revenue from sales tax topped out at nearly \$14 million in 1998, but was projected to fall to \$9.5 million for 2001. The County admitted it had funds left from its sale of Hillside Hospital, but said it had to supplement the general fund from this source for the last two years. At the then-current rate of depletion, the remaining \$7 million in this rainy day fund was expected to be liquidated in two more years. Contributing to the County's concerns were the decline in interest rates and two plant closings since the budget was formulated. It admitted it had retired some debt and that its bond rating had recently been raised to A-1, probably because of the Hillside rainy day fund, but it asserted it is

to its advantage to retain this rating as it lowers the cost of debt. It also admitted it houses prisoners for the City of Warren and that the City had recently paid its debt of \$764,000 after a two year dispute, but pointed out that the jail does not earn a profit for the County.

By the time of the Correction Officers' hearing nothing had changed. However since that time collective bargaining has resolved compensation and health insurance issues for most County employees and this has had an impact on County finances:

- Health care for all County employees was resolved as recommended by the Fact-Finder but implementation of the first phase was postponed until January 1, 2003, the second phase on August 1, 2003, and the third phase on August 1, 2004.
- The Deputies/Sergeants/Lieutenants' contract was settled with a 5% wage increase effective October 1, 2001, 3% plus a 2.5% pension pickup effective October 1, 2002, and 3% effective October 1, 2003.
- The Correction Officers' contract was still unresolved as of the hearing in the instant case. Conciliation was scheduled, but wages are not an issue. Therefore, compensation is resolved in the same manner as for the Deputies.
- Nonbargaining unit employees of the Sheriff were granted wage increases equal to or better than bargaining unit employees.
- AFSCME negotiations on behalf of other County employees ( such as Treasurer and Sanitary Engineer) resulted in a contract for August 1, 2002 through July 31, 2005. The agreement in health care was as above. For wages, there was no across-the-board increase in the first year, but bargaining unit employees who previously were in the "county pay plan" through the 5-year step received the full plan (i.e., through the 25-year step). They also received the balance of the pension pick up, i.e., 2.5%, effective the first year. For years two and three, they received pay increases of 24 cents and 36 cents per hour respectfully.

Human Resources Director James Keating testified the County has continued to deplete the funds from the Hillside Hospital sale in order to balance the general fund. It had to use \$303,000.00 for health care alone. Transfers from this fund totaled approximately \$1.2 million in 2002, leaving about \$500,000. Meanwhile, there is a worsening revenue picture. The County has had to cut expenditures, but still expects as much as an \$8 million general fund short fall for 2003.

*Positions of the Parties*

The OPBA wants the pattern established by the other Sheriff's units which was also extended to nonrepresented employees. It would also like to eliminate employee names from the contract, replacing them with job titles. To accomplish this it proposes a job study by a joint committee. In the meantime, it would merge the Custodian rates at the higher of the two and create two grades of Cook, one for Head Cook, another for Cook at the higher of the two lower rates. It rejects any attempt to do this via signing bonuses as lump sums would not redress the worsened insurance-wage trade-off. It is willing, however, to build in a starting rate of 70% of the lowest grade, increasing to 80% on the employee's first anniversary, 90% on the employee's second, and 100% on the employee's third.

Table 1. OPBA's Position

	2001	2002	2003
<u>Clerks/Secretaries</u>			
Civil Office Coordinator	\$16.00	\$16.48	3%
Accts Payable/Jail R.C.	\$15.05	\$15.50	3%
ID Secretary	\$14.24	\$14.67	3%
Warrants/ID Clerk	\$14.24	\$14.67	3%
Accts Payable (Hillier)	\$13.54	\$13.95	3%
Clerk (6)	\$11.32	\$11.66	3%
<u>Custodians</u>			
O'Leary, Tim	\$11.33	\$11.67	\$12.02
Mariano, Joe	\$10.52	\$11.26	\$12.02
<u>Cooks</u>			
Lapinski, Crystal	\$13.85	\$14.27	\$14.70
Guarino, Katie	\$10.41	\$10.72	\$11.04
Revella, Charmane	\$10.41	\$10.72	\$11.04
Bosworth, Marie	\$10.06	\$10.54	\$11.04
Brink, Sherry	\$10.06	\$10.54	\$11.04
Johnson, Mary	\$10.06	\$10.54	\$11.04

The Sheriff would also like to eliminate employee names from the contract and is agreeable to a job study, but it proposes to make the transition with lump sum signing bonuses. Its full proposal, which includes percentage increases for 9 of the 13 employees, is set forth in Table 2. The Sheriff argues it cannot afford more. In fact, it cannot afford even this. These

employees do work similar to what is done by the AFSCME units and should be treated similarly.

Table 2. Sheriff's Position

Job Title	Current	2001	2002	2003
<u>Clerks/Secretaries</u>				
Civil Office Coordinator	\$15.2364	4%	Job Study	
Accts Payable/Jail R.C.	\$14.3323	4%	Job Study	
ID Secretary	\$13.5610	4%	Job Study	
Warrants/ID Clerk	\$13.5610	4%	Job Study	
Clerk (6)	\$10.7797	4%	Job Study	
<u>Custodians</u>				
O'Leary, Tim	\$10.79	\$1,000.00*	2.5 % PERS pickup \$11.11	\$11.44
Mariano, Joe	\$9.62	\$1,000.00*	\$11.11	\$11.44
<u>Cook Supervisor/Cooks</u>				
Cook Supervisor		\$750.00*	2.5 % PERS pickup \$750.00*	\$750.00*
	\$13.19	\$13.19	\$13.19	\$13.19
Cooks:				
Guarino, Katie		\$1,000.00*		
	\$9.91	\$9.91	\$10.21	\$10.52
Revella, Charmane		\$500.00*		
	\$9.64	\$9.91	\$10.21	\$10.52
Bosworth, Marie	\$9.41	\$9.91	\$10.21	\$10.52
Brink, Sherry	\$9.41	\$9.91	\$10.21	\$10.52
Johnson, Mary	\$9.41	\$9.91	\$10.21	\$10.52
*Signing Bonus				

*Findings and Recommendation*

The County's worsening financial position cannot be denied. Nevertheless, even as it watched the Hillside account being drained, the County granted financial enhancements to other units. Now it balks at extending the Sheriff's pattern to the last of his bargaining units to come to the table. While it may be true that the work these employees do is similar to what those in the AFSCME units do, these employees work in public safety where working conditions are different. Moreover, both previous contracts for this unit were resolved in accordance with the pattern set by the rest of the Department. Finally, these employees work alongside of and with other Sheriff employees. The efficiency and effectiveness of the Department depends in good measure on good working relations among employees. Breaking internal parity would

negatively affect morale and the quality of relations between the bargaining units. The County cannot afford not to extend the same financial terms to these employees that it did to the rest of the Department.

On the other hand, this is not the year for rationalizing the pay structure. The Fact-Finder agrees that this should be done and is mindful that the OPBA's proposal for doing so might not prove to be an expensive one, depending on what the job study commission finds, but the County just does not have the wherewithall both to match the general wage increases granted other Sheriff employees and bring the wages of the relatively lower paid Cooks, Custodians and Secretary/Clerks up to their peers. The Fact-Finder does, however, recommend that job titles replace employee names in the contract to eliminate the inconvenience and expense of amending the contract each time someone changes jobs or is hired. Further, a bipartite job study commission should be established to develop job descriptions, qualifications and titles before the next round of bargaining begins.

*Recommendation:*

1. Wages effective October 1, 2001 +5%  
 Wages effective October 1, 2002 +3%  
 Wages effective October 1, 2003 +3%  
 2.5% PERS pickup
2. Replace employee names in the contract with the following:
 

Sophia Rintala	Civil Office Coordinator
Stellie Zadroski	Accounts Payable/Jail Reimbursement Coordinator
Michelle Notar	ID Secretary
Lupe Cohen	Warrants/ID
Mindy Hillier	Clerk II
All other clerks	Clerk I
Tim O'Leary	Custodian II
Joe Mariano	Custodian I
Crystal Lapinski	Head Cook
Catherine Guarino	Cook II
Charmane Revelia	Cook II
All other cooks	Cook I

3. Establishment of a joint job study committee to determine new job titles, job descriptions and qualifications for the bargaining unit by December 31, 2003.

Respectfully submitted,



Anna DuVal Smith, Ph.D.  
Fact Finder

Cuyahoga County, Ohio  
February 27, 2003

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CERTIFICATE OF SERVICE

I certify that on the 27<sup>th</sup> day of February 2003, I served the foregoing Report of Fact Finder upon each of the parties to this matter by express mailing a true copy to them at their respective addresses as shown below:

S. Randall Weltman, Esq.  
Climaco, Lefkowitz, Peca, Wilcox & Garofoli  
Halle Building, Ste. 900  
1228 Euclid Avenue  
Cleveland, Ohio 44115

Jack L. Petronelli, Esq.  
Johnson & Angelo  
1700 North Point Tower  
1001 Lakeside Avenue  
Cleveland, Ohio 44114

I further certify that on the 27<sup>th</sup> day of February 2003, I submitted this Report by mailing a true copy to the State Employment Relations Board, 65 East State Street, Columbus, Ohio 43215-5213.

*Anna DuVal Smith*

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Anna DuVal Smith, Ph.D.  
Fact Finder