

STATE EMPLOYMENT  
RELATIONS BOARD

2002 JUN -6 A 10: 13

STATE EMPLOYMENT RELATIONS BOARD  
STATE OF OHIO

In the Matter of ]  
Fact-finding Between: ]  
 ]  
 ]  
HANCOCK COUNTY SHERIFF, ]  
EMPLOYER ]  
 ]  
and ]  
 ]  
International Union of Police ]  
Associations AFL-CIO (IUPA), ]  
LOCAL # 63, ]  
Employee Organization ]  
 ]

SERB Case No. 01-MED-12-1134  
(Deputy III)  
  
Raymond J. Navarre,  
Fact-finder

**FACT-FINDING REPORT  
and  
RECOMMENDATIONS**

Date of Issuance: June 4, 2002

Date of Hearings: May 20, 2002  
Location of Hearing: Sheriff's Office Building  
Findlay, Ohio  
Present for the Fact-finding: May 20, 2002  
William A. Dunn, IUPA

Representing the Union:  
Brian K. Williams  
Mary Lute  
William Laveglia  
John Clevidence

Donald J. Binkley, Clemans, Nelson & Associates

Representing the Employer:  
Roger G. Treece  
Susan J. Beach  
Douglas A. Wilcox  
Kathy Palmerton  
Tillie Schiffler

Note that for purposes of identification in this document, The Hancock County Sheriff Department and the representative, Donald J. Binkley, will be referred to as the Employer and William J. Dunn, IUPA, Business Agent, will be referred to as the Union.

The Fact-finding started about 9:45 AM and concluded at approximately at 12:00 PM.

#### BACKGROUND

The Hancock County Sheriff's Office is the chief law enforcement agency for the county. Its duties include traffic laws enforcement, the investigation of crimes, enforcement of court orders, the delivering of subpoenas and the administration of the county jail.

The employees covered by this agreement are classified as Deputy III. They patrol assigned areas, respond to calls, investigate crimes and complaints, provide assistance as needed, and appear in court as required.

There are approximately 30 employees covered by the agreement. They are the deputy sheriffs classified as Deputy III.

The Date of the Certification of the Bargaining Unit is: Deputy III-04-29-99.

The Parties have met for collective bargaining eight times: February 6, 15, 25, 27, March 4, 11, 18, and April 12, 2002.

Both the Employer and the Union asked that it be noted in this report that the issues tentatively agreed upon, be noted and listed. Unless otherwise noted, the articles are covered in their entirety and they are:

- Article 1      Article 2      Article 3      Article 4
- Article 5      Article 6      Article 7      Article 8
- Article 9      Article 10      Article 11      Article 12
- Article 13      Article 14      Article 15      Article 16
- Article 17      Article 18      Article 19      Article 22
- Article 23      Article 24      Article 25      Article 26
- Article 27      Article 28      Article 29      Article 30
- Article 31

Articles 20 and 21 are tentatively agreed upon except the sections listed in the unresolved issues. The unresolved issues are:

- Article 20 – Holidays
  - Section 20.1, Compensatory Option
  - Section 20.1, Pay Rate for Holidays
- Article 21 – Wages
  - Section 21.1, Wage Scale
  - Section 21.7, Compensatory Time
  - Section 21.8, Compensatory Time

Please note that the material listed above in regards to being tentatively agreed upon are taken from the documents supplied and if there is a discrepancy, the representatives of both parties and the signed documents should be the deciding factors.

Before the fact-finding started, the Parties were asked about mediation but both agreed that there was no possibility, at that time, for mediation.

This matter came for a hearing on May 20, 2002, before Raymond J. Navarre, who had been appointed as Fact-finder in a letter dated February 5, 2002, in compliance with Ohio Revised Code Section 4117.14 (C)(3) and Ohio Administrative Code Section 4117-9-05.

At the beginning of the fact-finding, all present were asked to affirm that what they say would be the whole truth. They so affirmed.

### FACT-FINDING CRITERIA

In determining the facts and making the recommendations contained in this document, the Fact-finder considered the applicable criteria as required by the Ohio Revised Code Section 4117.14 and the Ohio Administrative Code Section 4117-9-05. These criteria are:

- (1) Past collectively bargained agreements, if any between the parties;
- (2) Comparison of 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, and 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; and,
- (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.

### FINDING of FACT and RECOMMENDATIONS

The unresolved issues submitted by the Union and the Employer to the Fact-finder will be considered in what follows.

Below, the finding of fact will be presented for each issue, followed by the Fact-finder's recommendation in respect to that issue. When applicable, the recommended language for the Agreement will be given. The Fact-finder's report needs to be considered in its entirety as to the overall effect on the parties and their bargaining positions.

**THE UNRESOLVED ISSUES**

The unresolved issues are:

|                              |   |
|------------------------------|---|
| <b>Unresolved Issue No.1</b> | <b>HOLIDAYS-ARTICLE 20 <u>SECTION 20.1</u></b>  |
| <b>Unresolved Issue No.2</b> | <b>WAGES-ARTICLE 21 <u>SECTION 21.1</u></b>   |
| <b>Unresolved Issue No.3</b> | <b>WAGES-ARTICLE 20, <u>SECTION 21.7,</u></b><br><b><u>SECTION 21.8</u> (Compensatory Time)</b> |

**Unresolved Issue No.1**

**Article 20 – HOLIDAYS SECTION 20.1**

The Employer's Position

**Section 20.1** The Sheriff agrees to pay all qualified bargaining unit employees covered by this Agreement their regular straight time wages (8 hours) if they are not required to work the holiday. If an employee is required to work the holiday he shall receive regular straight time pay for the hours actually worked, and in addition, straight time pay (8 hours) for each of the following holidays:

Article 20 – Holidays (Continued)

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- January 1<sup>st</sup> (New Year's Day)
- Third Monday in January (Martin Luther King Day)
- Third Monday in February (President's Day)
- Last Monday after the last Sunday in May (Memorial Day)
- July 4<sup>th</sup> (Independence Day)
- First Monday in September (Labor Day)
- Second Monday in October (Columbus Day)
- November 11<sup>th</sup> (Veterans Day)
- Fourth Thursday in November (Thanksgiving Day)
- December 25<sup>th</sup> (Christmas day)
- Easter Sunday – Effective in 2003 and thereafter

If an employee is required to work New Year's Day, Thanksgiving Day, or Christmas Day, he shall receive time and one-half pay for the hours worked, and in addition straight time pay (8 hours) for these holidays.

The Union's Position -

The Union proposes that employees be allowed to take either eight (8) hours pay or compensatory time for holidays not worked. Compensatory time is not a current option. The Union also proposes that in the first year of the Agreement, three (3) holidays be paid at time and one half (1½) for all the hours worked, seven (7) in the second year and eleven (11) in the third year, and taking such time in either pay or compensatory time.

In considering the comparables presented, the financial impact, concessions already made, the cost of living index, and per capital income, the Fact-finder makes the following recommendation.

**RECOMMENDATION**

After considering the findings of fact above and the statutory criteria, the Fact-finder's recommendation is that the Collective Bargaining Agreement in Article 20, Section 20.1 be as follows.

**Section 20.1** The Sheriff agrees to pay all qualified bargaining unit employees covered by this Agreement their regular straight time wages (8 hours) if they are not required to work the holiday. If an employee is required to work the holiday he shall receive regular straight time pay for the hours actually worked, and in addition, straight time pay (8 hours) for each of the following holidays:

- January 1<sup>st</sup> (New Year's Day)
- Third Monday in January (Martin Luther King Day)
- Third Monday in February (President's Day)
- Last Monday after the last Sunday in May (Memorial Day)
- July 4<sup>th</sup> (Independence Day)
- First Monday in September (Labor Day)
- Second Monday in October (Columbus Day)
- November 11<sup>th</sup> (Veterans Day)
- Fourth Thursday in November (Thanksgiving Day)
- December 25<sup>th</sup> (Christmas day)
- Easter Sunday – Effective in 2003 and thereafter

If an employee is required to work New Year's Day, Thanksgiving Day, Christmas Day, July 4<sup>th</sup>, or Easter Sunday, the employee shall receive time and one-half pay for the hours worked, and in addition straight time pay (8 hours) for these holidays. The employee may take such time in either pay or compensatory time for these five (5) holidays.

**Unresolved Issue No.2**

**WAGES-ARTICLE 21 SECTION 21.1**

**The Employer's Position**

The Employer proposes a three and one half percent (3½ %) increase in each year of the contract.

**The Union's Position**

The Union proposes annual increases of four and one half percent (4½ %).

Considering the comparables presented, other Agreements in force, the economic impact, the cost of living index, per capita income, and concessions made, the Fact-finder makes the following recommendation.

**RECOMMENDATION**

After considering the findings of fact above and the statutory criteria, the Fact-finder's recommendation is that the Collective Bargaining Agreement in Article 21, Section 21.1 be as follows.

**SECTION 21.1** All employees who are covered by this Agreement shall be paid in accordance with the following hourly rate schedule, which is to be an increase of three and one half percent (3½%) each year of the Agreement:

Effective March 8, 2002:

| <b>Classification</b> | <b>Start</b> | <b>After 120 Days</b> | <b>After 1 Year</b> |
|-----------------------|--------------|-----------------------|---------------------|
| Deputy III            | \$14.66      | \$14.79               | \$16.16             |

Effective March 8, 2003

| <b>Classification</b> | <b>Start</b> | <b>After 120 Days</b> | <b>After 1 Year</b> |
|-----------------------|--------------|-----------------------|---------------------|
| Deputy III            | \$15.17      | \$15.31               | \$16.73             |

Effective March 8, 2004

| <b>Classification</b> | <b>Start</b> | <b>After 120 Days</b> | <b>After 1 Year</b> |
|-----------------------|--------------|-----------------------|---------------------|
| Deputy III            | \$15.70      | \$15.85               | \$17.32             |

**Unresolved Issue No. 3**

**Employer's Position**

The Employer proposes to reduce the compensatory accumulation to one hundred and sixty (160) hours.

**Union's Position**

The Union proposes to retain the current language of the Agreement, accumulation of compensatory time to four hundred and eight (480) hours.

Considering the comparables, Agreements in effect, the unfunded liability of the County, the Fair Labor Standards Act and the arguments presented by the parties, the Fact-finder makes the following recommendation.

**RECOMMENDATION**

After considering the findings of fact above and the statutory criteria, the Fact-finder's recommendation is that in the Collective Bargaining Agreement in Article 21, Section 21.7 and Section 21.8, the compensatory accumulated time may not exceed 360 hours. Employees with more than twenty (20) years of service shall not be required to cash in compensatory time over three hundred and sixty (360) hours already accumulated. Employees with less than twenty (20) years of service shall have until January 1, 2004 to bring their balance to three hundred and sixty (360) days by the means available.

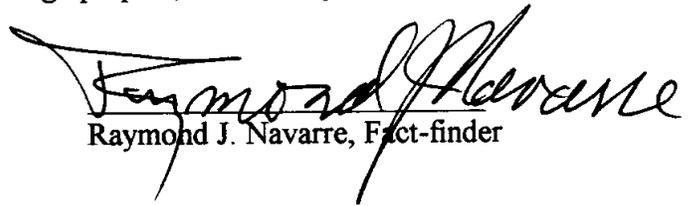
It is the understanding of the Fact-finder that this Collective Bargaining Agreement is effective March 8, 2002 and shall remain in full force and effect until March 7, 2005.

  
Raymond J. Navarre, Fact-finder

Dated 6/4/02

**CERTIFICATE OF SERVICE**

Originals of the foregoing Fact-finding Report and Recommendations were served upon William A. Dunn, International Union of Police Associations AFL-CIO, Business Agent, Great Lakes Office, P.O.Box 252, Oak Harbor, Ohio 43449 and upon Donald J. Binkley, Regional Manager, Clemans, Nelson & Associates, 417 North West St., Lima, Ohio 45801, and upon Dale A. Zimmer, Administrator, Bureau of Mediation, Ohio State Employment Relations Board, 65 East State St., 12th Floor, Columbus, Ohio 43215-4213, each by United States mail, sufficient postage prepaid, this 4th day of June, 2002.

  
Raymond J. Navarre, Fact-finder