

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]	
]	SERB Case No. 01-MED-12-1135
]	(Corrections Officer - Deputy I)
and]	SERB Case No. 01-MED-12-1137
]	(Corrections Sergeants)
]	
]	Raymond J. Navarre,
International Union of Police]	Fact-finder
Associations AFL-CIO (IUPA),]	
LOCAL # 76,]	
Employee Organization]	
]	

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:
Kevin Sanders
Chris Huffman

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 1:00 PM and concluded at approximately at 2:30 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.

Deputy I – Receives and discharges prisoners, performs booking procedures, patrols housing area, operates and monitors electronic security equipment, meets all jail and safety standards.

Corrections Sergeant – Supervises corrections officers on assigned shifts, classifies housing assignments for all prisoners, maintains records and prepares reports, and inspects facility equipment condition.

Background (Continued)

SERB Case No. 01-MED-12-1135

SERB Case No. 01-MED-12-1137

There are approximately thirty (30) Correction Officers, Deputies 1, and seven (7) Sergeants covered by the Agreement.

The Date of the Certification of the Bargaining Units is: Deputy I 04-29-99 and Corrections Sergeants 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 all articles in the Agreement that have been 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	Article 32		

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

Article 20 – Holidays

Article 21 – Wages

Article 21 – Section 21.7 and 21.8 (Compensatory Time)

Please note that the material listed above, in regards to being tentatively agreed upon, is 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:

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

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:

- January 1st (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 4th (Independence Day)
- First Monday in September (Labor Day)
- Second Monday in October (Columbus Day)
- November 11th (Veterans Day)
- Fourth Thursday in November (Thanksgiving Day)
- December 25th (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 actually worked, and in addition straight time pay (8 hours) for these holidays.

The Union's Position. -

The Union proposes that employees receive eight (8) hours pay for holidays that are not worked. 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 hours worked, eight (8) in the second year and thirteen (13) in the third year. The Union further proposes adding December 24th (Christmas Eve) and employee's birthday as holidays. Note that December 24th and the employee's birthday would be the additional two holidays that brings the list to a total of thirteen holidays.

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 1st (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 4th (Independence Day)
- First Monday in September (Labor Day)
- Second Monday in October (Columbus Day)
- November 11th (Veterans Day)
- Fourth Thursday in November (Thanksgiving Day)
- December 25th (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 4th, or Easter Sunday, the employee shall receive time and one-half (1½) pay for the hours worked, and in addition straight time pay (8 hours) for these 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 3½ % retroactive and a flat rate increase each year of 19, 20 and 20 cent.

The Union proposes calculating wage increases by adding increases to base and full rates and each employee's current rate.

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 %) in each year of the Agreement. In addition, for the Corrections Officers (Deputy I) only, each year of the contract they shall receive a flat rate increase of 20 cents (\$0.20) to their hourly base pay. The hourly rate schedule is:

Section 21.1 (Continued)

SERB Case No. 01-MED-12-1135
SERB Case No. 01-MED-12-1137

Effective March 8, 2002:

Classification	Start	After 120 Days	After 1 Year
Corrections Sergeant	\$17.36	\$17.61	\$19.47
Corrections Officer (Deputy I)	\$12.82	\$12.97	\$13.44

Effective March 8, 2003

Classification	Start	After 120 Days	After 1 Year
Corrections Sergeant	\$17.97	\$18.23	\$20.15
Corrections Officer (Deputy I)	\$13.48	\$13.63	\$14.12

Effective March 8, 2004

Classification	Start	After 120 Days	After 1 Year
Corrections Sergeant	\$18.60	\$18.87	\$20.86
Corrections Officer (Deputy I)	\$14.16	\$14.31	\$14.82

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

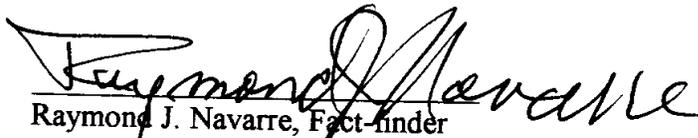
The Union proposes a reduction in compensatory time accumulation, contingent upon acceptance of other proposals, to 400 hours 1st year, 320 hours 2nd year and 240 hours the 3rd year.

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 July 1, 2003 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

SERB Case No. 01-MED-12-1135
SERB Case No. 01-MED-12-1137

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