

STATE EMPLOYMENT RELATIONS BOARD  
STATE OF OHIO

STATE EMPLOYMENT  
RELATIONS BOARD

2004 AUG -4 A 10: 34

July 16, 2004

In the Matter of  
Fact Finding Between:

Sandusky County Sheriff's Office ]  
Employer ]

and ]

Ohio Patrolmen's Benevolent ]  
Association ]  
Employees' Organization ]

SERB Case No. 2004-MED-03-0273

Raymond J. Navarre  
Fact Finder

**FACT FINDING REPORT**  
and  
**RECOMMENDATIONS**

Date of Issuance: August 2, 2004

Date of Hearing:

July 16, 2004

Representing the Employer:

Principal:

Donald J. Binkley, Regional Manager  
Clemans, Nelson and Associates, Inc.

Others:

Tim Grabbenstetter

Bruce N. Hirt

Scott Ickes

Representing the Employees:

Principal:

Joseph M. Hegedus  
Ohio Patrolmen's Benevolent Association (OPBA)

Others:

Zachary J. Zender

Janie Schondel

Mark T. King

Fact Finder:

Raymond J. Navarre

The hearing was held at the Sheriff's Department. The hearing started at approximately 10:00 am and concluded at approximately 12:45 pm.

Note that for purposes of identification in this document, the Sandusky County Sheriff's Office and representatives will be referred to as the Employer and OPBA and the representatives, will be referred to as the Union.

## BACKGROUND

SERB Case No. 2004-MED-03-0273 includes all full-time regular deputies including Patrol Officers, Corrections Officers and Communications Officers. There are approximately 31 employees involved in the unit. Excluded are the Sergeants, Captains and all other employees.

The appointing authority is the Sandusky County Sheriff. The Office of the Sheriff is the chief law enforcement agency for Sandusky County. It enforces the traffic laws, investigates crimes, delivers subpoenas, administers the county jail and provides communications related to the operation of the department.

The parties previously met for Collective Bargaining April 7, April 26, and June 11, 2004. It is to be noted that the Fact Finder met with the parties involved on June 11, 2004 for mediation. The mediation lasted approximately one and one half hours. Nothing was resolved but positions were clarified.

At the beginning of the Fact Finding the representatives agreed to be sworn and were sworn.

### **UNRESOLVED ISSUES**

- No. 1 **Article 5**      **Hours of Work/Overtime**
- No. 2 **Article 22**    **Group Insurance**
- No. 3 **Article 18**    **Sick Leave**
- No. 4 **Article 23**    **Compensation and PERS Pickup**

Note that at the beginning of the Fact Finding, the parties discussed the articles in dispute and agreed that **Article 30, Miscellaneous**, concerning reimbursement uniforms and equipment during the first year of employment, was no longer in dispute. Therefore, the articles listed above are the only items in dispute. Both parties asked that it be noted that everything not submitted to the Fact Finder at this session was accepted either by mutual agreement or the Current Agreement.

### **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.

#### ADDITIONAL CRITERIA

In addition to the criteria listed above, the Fact Finder will use the Comparables submitted by the parties, their position statements, background materials presented, as well as historical and chronological events that have implications in respect to the issues being considered.

#### 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.

The material presented by both parties for each issue will be noted and discussed. 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. In particular, issues having an economic impact need to be considered in totality because one will affect the others.

#### UNRESOLVED ISSUES

Unresolved Issue No. 1

**Article 5 Hours of Work/Overtime      Section 5.2 and Section 5.11**

In the discussion prior to the presentations on this article, it was agreed that the Union accepted the Employer's proposal for Section 5.4 and that only Sections 5.2 and 5.11, a proposed new section, were in dispute.

In Section 5.2 the Union proposes that the normal workweek for all bargaining unit members shall consist of forty (40) hours exclusive of any unpaid lunch period, including five work days and two days off. The workweek shall be computed between 12:01 a.m. on Sunday of each calendar week and 12:00 midnight the following Saturday.

In Section 5.11, a new section, the Union proposes that employees shall be permitted to select their shifts and days off by seniority twice annually. The shift preference system shall go into effect each year during the first pay period of January and July. Bargaining unit members will bid only within their classification by total seniority as a full-time employee with Sandusky County Sheriff's Office.

The Employer's position is that changing the work period from 80 hours and 14 days to 40 hours and 7 days, removes the Employer's flexibility to spread overtime over the longer period of 80 hours and 14 days.

The Union presented a number of pertinent exhibits to support their proposal, in particular for Section 5.11. The Employer presented exhibits and there was much discussion by both parties concerning the two sections. Taking all this into consideration, 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 5, Section 5.2 and 5.11 be as proposed by the Union. The wording shall be as follows.

**Section 5.2** Normal workweek for all bargaining unit members shall consist of forty (40) hours exclusive of any unpaid lunch period, including five work days and two days off. The workweek shall be computed between 12:01 a.m. on Sunday of each calendar week and 12:00 midnight the following Saturday.

**Section 5.11** Employees shall be permitted to select their shifts and days off by seniority twice annually. The shift preference system shall go into effect each year during the first pay period of January and July. Bargaining unit members will bid only within their classification by total seniority as a full-time employee with Sandusky County Sheriff's Office.

Unresolved Issue No.2

#### **Article 22    Group Insurance    Section 22.2**

The Union proposal is to retain the wording of the Current Agreement in all the sections. The Employer would eliminate the cap of eighty-seven percent (87%) paid by the Employer and thirteen percent (13%) paid by the employee and would have the bargaining unit employees pay the same co-payment amount towards the health plan that all other Sandusky County employees pay.

Both parties presented materials and arguments to support their position. The issue of health insurance is probably the most important issue in labor contracts at this time. Both parties to a labor contract are strongly affected by the cost of health insurance.

Without a doubt, this is a most important economic consideration. The Fact Finder views the issue from this perspective.

With the arguments presented, the concerns of both parties, as well as the economic impact of all the articles in dispute, 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 22, Section 22.2 shall be worded as follows.

#### **Article 22 Group Insurance Section 22.2**

The Employer agrees to contribute the same amount of money to the health insurance premium for the bargaining units members as it does for all other county employees. The bargaining unit members shall contribute the remaining cost through payroll deduction.

Unresolved Issue No. 3

#### **Article 18 Sick Leave Section 18.6 Sick Leave Uses**

The Union would have only Section 18.6, point 2, changed by eliminating the five final words: **who reside with the employee**): It is the Fact Finder's understanding that this has been agreed to by both parties and is no longer in dispute. The Union would have all other sections remain the same, as in the Current Agreement.

#### **Article 18 Sick Leave Section 18.2 Charging of Sick Leave**

The Employer would propose the Current Agreement with the exception of Section 18.2. The Employer would add to the Current Agreement in Section 18.2, the following wording.

Use of sick leave on more than three (3) separate occasions in a calendar year of one (1) or two (2) or three (3) day absences without a statement from a licensed physician shall result in the first day of the fourth (4<sup>th</sup>) absence and the first day of any subsequent absence being unpaid. Sick leave used due to the death of a member of the employee's immediate family (Article 18, Section 18.6) shall be excluded from this provision.

The Employer's position is that some employees abuse sick leave and even though it is a small number of employees, it does have a financial impact and the Union feels there are no abuses and would continue the language of the Current Agreement.

There were exhibits presented to support the positions.

The Fact Finder does not feel that sufficient evidence or arguments were presented to warrant a change in Section 18.2. 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 18, Section 18.2 remains as in the Current Agreement.

Unresolved Issue No. 4

**Article 23 Compensation and PERS Pickup Section 23.1 Section 23.2 Section 23.3 Section 23.5 Section 23.6 (new)**

The Union proposes five percent (5%) wage increases in each year of the contract. It further proposes that in Section 23.5, "for any portion of the shift" replace the wording "for the entire shift". In Section 23.6, a new section, the Union proposes that there be an equity adjustment of one thousand dollars (\$1,000.00) for all dispatchers in each year of the contract.

The Employer proposes two and one-half percent wage increase in each year of the contract. In Section 23.5, the Employer proposes to retain the wording of the Current Agreement. The Employer rejects the Union's proposal for a new Section 23.6.

Both parties presented comparables to support their positions as well as pertinent arguments. Again, these are most important issues because of the economic impact on both parties.

Taking into account the comparables, the economic impact, the Current Agreement, concessions already proposed, 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 23 shall be as follows.

**Article 23 Compensation and PERS Pickup**

**Section 23.1** Effective the first full pay period that includes June 1, 2004, the wage rates of all bargaining unit members shall be increased by three percent (3.0%). (Appendix A).

**Section 23.2** Effective the first full pay period that includes June 1, 2005, the wage rates of all bargaining unit members shall be increased by three and one-half percent (3.5%). (Appendix A).

[Article 23 continued]

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**Section 23.3** Effective the first full pay period that includes June 1, 2006, the wage rates of all bargaining unit members shall be increased by three and one-half percent (3.5%). (Appendix A).

**Section 23.5** Language of the Current Agreement.

Both parties agreed that the Agreement should be effective from June 1, 2004 until June 1, 2007.

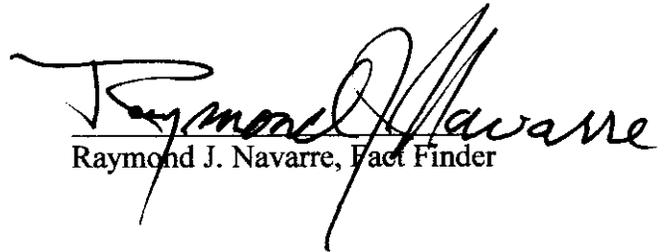
This concludes the Fact Finding Report and Recommendations.

  
Raymond J. Navarre, Fact-finder

Dated 

**CERTIFICATE OF SERVICE**

Originals of the foregoing Fact Finding Report and Recommendations were served upon Joseph M. Hegedus, Ohio Patrolmen's Benevolent Association, 555 Metro Place North, Suite 100, Dublin, Ohio, 43017 and upon Donald J. Binkley, Regional Manager, Clemans, Nelson & Associates, Inc., 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, by regular mail, this 2nd day of August, 2004.

  
Raymond J. Navarre, Fact Finder

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