

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

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THE HURON COUNTY SHERIFF

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\* Case No.  
\* 05-MED-10-1169  
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-and-

FRATERNAL ORDER OF POLICE  
OHIO LABOR COUNCIL, INC.

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FACT-FINDING REPORT AND RECOMMENDATION

Dennis E. Minni, Esq.  
Fact-Finder  
Suite 104  
14761 Pearl Road  
Strongsville, OH 44136

## FACT-FINDING CRITERIA

In the determination of the facts contained herein, the Fact-Finder considered the applicable criteria required by Ohio Rev. Code Section 4117.14(C)(4)(e), as listed in 4117.14(G)(7)(a)-(f), and Ohio Admin. Code Section 4117-9-05(K)(1)-(6). These criteria are enumerated in Ohio Admin. Code Section 4117-9-05(K), as follows:

- (1) Past collectively bargained agreements, if any, 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) Any 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.

## **BACKGROUND INFORMATION**

This matter came on for hearing on January 5, 2006 after several bargaining sessions were conducted in late 2005. The undersigned was mutually selected and signed-off on as Fact-Finder for this process of interest arbitration.

The Sheriff was represented by Jeremy D. Iosue, Senior Consultant with Gortz & Associates, Inc..

FOP/OLC, Inc. Staff Representative Dennis Sterling presented for the Union. He was assisted by Beverly Baylor, the unit's Office Manager.

The Huron County Sheriff has its base of operations in Norwalk, Ohio shall hereafter be referred to as the "Employer", the "Sheriff" or "Management".

The Employee Organization, hereafter referred to as the "FOP" or the "Union", was deemed certified by the Ohio SERB on July 1, 2005 as the exclusive collective bargaining representative for this unit of full-time Secretaries, Assistant Office Managers and Office Managers. Thus, this is a first labor agreement for these parties. The bargaining unit currently consists of three (3) employees, one in each of the specified classifications.

The parties, availing themselves of modern technology, conducted negotiations by e-mail on seven (7) occasions between July 14, 2005 and October 17, 2005. These efforts were successful to the extent that all but two economic issues were agreed upon in this initial "CBA". Since the economic pressures facing most public sector entities are no less present in Huron County at this point in time, it comes as no surprise that what remained unresolved were Wages and Health Insurance, the most often open issues in interest arbitration.

The parties timely filed pre-hearing statements and cooperated with the undersigned at the hearing. The representatives requested and were granted the right to state their positions as detailed in the pre-hearing submissions.

## **POSITION OF THE UNION**

The Union has set forth a wage demand calling for five (5%) per cent increases in each of two (2) successive years. Regarding the Health Insurance article, the FOP/OLC seeks a one thousand (\$1000.00) dollar bonus as currently paid to other employees of the Sheriff.

The Union seeks retroactivity on wage increases to January 1, 2006. Further, the FOP/OLC requests that all tentatively agreed upon items be incorporated in this Report and Recommendation. The Union is opposed to having a CBA re-opener in 2008. Their interest is in meshing their CBA's duration with the Corrections unit whose contract expires in 2007.

The demand for 5% raises is predicated upon the need to offset previous wage freezes for the classifications covered by this CBA. The freeze was for two (2) years although the OPBA unit's freeze was only for a year and a half.

The desire for uniformity with other units drives the demand for the \$1000.00 signing bonus for accepting the health insurance coverage.

## **POSITION OF THE EMPLOYER**

Management's response on wages is also for two (2) year wage raises but at three (3%) per cent wage increment in 2006 and 2007. Further, the Sheriff seeks a wage re-opener in 2008.

Huron County's sales tax had been "flat" until 2005 when revenues picked up somewhat. This is why Management could offer the three per cent (3%) raises.

The Sheriff feels that when pointing to the experience of another bargaining unit it must not be overlooked that the unit, (OPBA) gave up dental insurance in exchange for the bonus.

## **RECOMMENDATION ON WAGES**

I feel that the Sheriff presented cogent evidence on area

wage raises. If the State average of 2.79% and the Toledo area's 2.60% are weighed against the Employer's offer of double 3% raises an equitable offer was made by Management. However, the recouping from the freeze point made by the Union also compels recommending a different and higher approach. Therefore, I recommend a first year raise of three (3%) per cent retroactive to January 1, 2006 plus starting on January 1, 2007, a three and one-half (3.5%) per cent increase is warranted.

With the Union saying that they wish to dovetail this CBA with the duration of the Corrections unit's, I am persuaded that this demand is reasonable and recommend it, denying a re-opener for 2008.

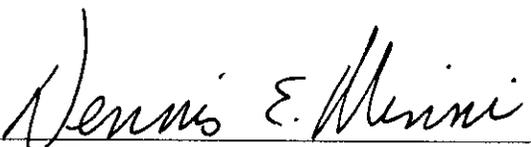
### **RECOMMENDATION ON HEALTH INSURANCE BONUS**

The Union said that they want the same "bonus" that the other units received; but this is an initial labor agreement and being a matter of first instance this unit cannot make a concession or otherwise establish a *quid pro quo* for being granted the bonus. Therefore, I do not recommend it be paid to this unit at this time.

The economic gain in my recommendation on wages offsets the previous freeze and also obviates the need for a "bonus" being established during an initial CBA.

Further, all tentatively agreed to terms shall be incorporated into this Report and Recommendation.

Respectfully submitted this 7<sup>th</sup> day of February, 2006 at Strongsville, Ohio via facsimile as requested by the parties.

  
Dennis E. Minni, Fact-Finder