

**IN THE MATTER OF FACT-FINDING PROCEEDING  
BETWEEN**

STATE EMPLOYMENT  
RELATIONS BOARD

Ashtabula County Sheriff

and

Ohio Patrolmen's  
Benevolent Association

( Case Nos.: 05-MED-10-1198  
( 05-MED-10-1199  
( 05-MED-10-1200  
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( Hearing Dates: 10/30/06  
( 11/10/06  
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( Findings and Recommendations:  
12/1/06

2006 DEC -6 P 12:15

Representing the Employer:

John Barkan  
Consultant

Representing the Union:

Mark J. Volcheck, Esq.  
Attorney

William J. Miller, Jr.  
Fact Finder

## **SUBMISSION**

This matter concerns fact-finding proceedings between the Ashtabula County Sheriff (hereafter referred to as the "Employer") and the Ohio Patrolmen's Benevolent Association (hereafter referred to as the "Union"). The State Employment Relations Board (SERB) duly appointed William J. Miller, Jr. as Fact Finder in this matter. The parties agreed to extend the submission of this report until December 1, 2006.

The Fact Finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law, and the rules and regulations of the State Employment Relations Board, as amended. The Employer and Union previously engaged in the collective bargaining process before the appointment of a Fact Finder. This Fact Finder conducted mediation on October 30, 2006. Such mediation, which assisted in settling some of the outstanding issues, was unsuccessful and fact-finding occurred on November 10, 2006. The following issues were considered during fact-finding:

1. Vacations
2. Wages

### **ISSUE NO. 1.**

### **VACATIONS**

#### **EMPLOYER POSITION**

It is the position of the Employer it is of paramount importance for the Sheriff to be able to schedule personnel as far as possible in advance. The Employer contends it is necessary to know schedules ahead of time to staff appropriately and avoid having a fiscal impact on operations because of an inadequate level of staffing. The Employer proposes for the Union personnel to be required to schedule 100% of their vacations for

the next year by December 31 of the preceding year. The Employer is willing to better accommodate employee vacation requests by permitting employees to schedule in eight hour increments. The Employer recognizes in order for employees to be able to schedule by the end of the year, it is necessary to change the process of designating shift assignments and is willing to expedite the process to June or July of each year. However, the Employer recognizes since this time period has passed, it would still be possible to expedite the shift assignment process in 2006 by late December so employees could schedule vacation time for the year 2007 by December 31, 2006. The Employer also maintains the position employees who require a cancellation or schedule change to prescheduled vacation will be able to request for a change to a prescheduled day and such request will be granted provided no impact or conflict of scheduling resulted.

### **UNION POSITION**

It is the position of the Union no change should be made to the language in the Agreement relating to scheduling vacations. The Union points out the current requirement is for employees to make vacation requests prior to February 15<sup>th</sup> of each year, and contends this is appropriate. The Union argues the current requirement should remain because it is too burdensome for employees to be required to submit their vacation requests by December 31. The Union further argues although the current Agreement provides employees with the opportunity to change their scheduled vacation after it is posted, problems have occurred in the application of such language because requests to change have not always been granted. The Union also contends it would not be practical for employees who are injured on the job to prepare to adequately schedule

vacation time by December 31. The Union therefore takes the position the current language of the Agreement should be maintained to allow employees until February 15 to schedule their vacations.

### **FINDINGS AND RECOMMENDATIONS**

I have carefully considered the contentions and specific positions of the parties. Undoubtedly, as has been clearly pointed out by the Employer, the Sheriff has the responsibility of scheduling staff in all departments under his jurisdiction to ensure a smooth operation with adequate staffing levels. In order to have a well staffed area of operation, it is important for the Sheriff to know in advance as far as possible what level of staffing is needed in light of anticipated vacation requests. The Employer also rightfully pointed out it is important for the Sheriff to adequately schedule personnel ahead to avoid fiscal impacts such as unnecessary overtime. I have carefully considered the Union's position it is too difficult for staff to move the requirement to schedule vacation from February 15 to December 31 in conjunction with the Sheriff's need to have sufficient staffing levels available in order to efficiently run the operation. In my considered opinion, the record establishes the Sheriff needs to have vacations scheduled by December 31 of each year. This is necessary, in my opinion, under the existing circumstances, because managerial flexibility is needed, particularly in light of the significant staff reductions which took place. I recognize in order to accomplish this goal, the Employer must expedite the process to make shift assignments in the succeeding years by moving the shift assignment period back from December to June 30. The Agreement language which permits vacation to be scheduled in eight (8) hour increments

should remain. I further understand by the contention of the Union the need arises for employees to change prescheduled vacation time to accommodate unforeseen events. The current Agreement language permits employees to change vacation time by giving 30 days advance notice. Since the Union has raised the issue requests in the past have not always been accommodated, the language should be changed to permit schedule changes within 14 days in order to give employees more flexibility. When schedule changes occur, the Employer should review such schedule change request and promptly determine if the accommodation could be made.

**ISSUE NO. 2**

**WAGES**

**EMPLOYER POSITION**

The Employer asserts the position no additional adjustment should be made to the Corrections Officers and Corporals rate of pay. The Employer contends although the Sheriff was under no obligation to grant a wage increase, all bargaining unit employees effective January 1, 2006 received a 3% increase in addition to a commitment of three percent increases in 2007 and 2008. The Employer asserts the position the Dispatchers wages needed to be adjusted because the classification was grossly underpaid. The Employer disagrees with the Union's position that an adjustment needs to be made to the Corrections Officers and Corporals rate of pay before the 3% wage increase is to be calculated because the effect would be wage increases in amounts greater than given by the Sheriff. The Employer points out it is not relevant to consider the pay for the same positions in adjoining Counties because the \$5 million dollar budget of Ashtabula is

significantly less than Lake County's \$15 million budget or Trumbull County's \$9.2 million budget. Therefore, the Employer contends in order to continue operating with a streamlined budget, it is necessary to maintain the 3% increases proposed for January 1, 2006, January 1, 2007, and January 1, 2008 and not be required to provide an additional increase to the Corrections Officers and Corporals as was done for the Dispatchers.

**UNION POSITION**

It is the position of the Union the Corrections Officers and Corporals should receive an increase by the same real number increase received by the Dispatchers in 2006 at each step of the pay scale plus 3%. The Union argues the employees should receive an increase of 3% effective January 1, 2007 and an additional 3% on January 1, 2008. The Union alludes to the fact the Employer should grant the Corrections Officers and Corporals the same equity increase as the Dispatchers. The Union indicates the equity increase received by the Dispatchers was as follows:

<u>Step</u>	<u>Amount of Increase</u>
Step 1	\$.42
Step 2	\$.59
Step 3	\$.72
Step 4	\$.91

According to the Union, the same equity increases that were granted to the Dispatchers should be granted to the Corrections Officers and Corporals. The Union argues these employees took a zero percent increase in 2005 and an equity adjustment is necessary.

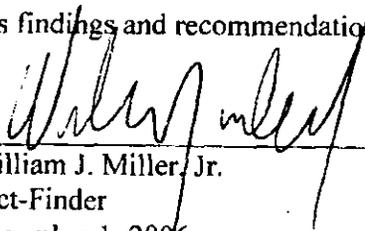
## **FINDINGS AND RECOMMENDATIONS**

I have carefully considered the contentions and positions of the parties. It has been addressed by the Employer, the Sheriff's Office budget has been required to be significantly reduced in past years to accommodate other County-wide funding needs. The record shows the Sheriff's Office as well as other County offices had budget cuts in 2005. The Sheriff was required to take drastic measures and laid off employees to adjust to the budget cuts in 2005. As the Sheriff's Office continues to move forward, a 3% increase was offered for January 1, 2006, and an additional 3% increase for 2007 and 2008. It was also necessary for the Employer to increase the rate of pay for the Dispatchers because the classification was underpaid.

As the record indicates, the wages offered by the Employer must be in line with the budget constraints of the department and equitable to bargaining unit employees. The 3% across the board increase granted by the Employer is fair and equitable in this instance. However, the fact the Dispatchers received an additional amount to raise the classification to an acceptable wage level does not require the County to automatically adjust the Corrections Officers and Corporals to the same equity rate. It is therefore my recommendation that there be no equity adjustment for the Corrections Officers and Corporals as has been requested.

### **CONCLUSION**

In conclusion this fact-finder submits his findings and recommendations as set forth herein.

  
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William J. Miller, Jr.  
Fact-Finder  
December 1, 2006