

**STATE OF OHIO  
STATE EMPLOYEES RELATIONS BOARD**

STATE EMPLOYMENT  
RELATIONS BOARD  
2007 SEP 25 A 11: 31

**In the matter of:** :  
: **Case No. 07-MED-03-0218**  
**FOP, Ohio Labor Council, Inc./** :  
**Ross County Sheriff** :

**FACT-FINDING REPORT**

The undersigned, Steven L. Ball, appointed as State Employee Relations Board Fact-Finder, makes the following report and recommendations:

**I. HEARING**

The fact-finding hearing was held at the Ross County Sheriff's Department commencing at 9:30 a.m. on August 2, 2007. The following were present:

Ross County FOP

Ross Rader, Staff Representative  
Jason Gannon, Deputy Corporal

Ross County Sheriff

Ron Nichols, Ross County Sheriff  
Ken Edsall, Clemons Nelson  
Teresa Franklin, Sargeant

The hearing was adjourned, and resumed in the Fact Finder's office on September 4, 2007, with both professionals attending, and the Sheriff attending via speakerphone. Several issues were resolved at or immediately prior to hearing. The only two issues remaining for fact finding were wages and insurance.

## **II. CRITERIA**

Consideration was given to the criteria listed in §4117.14 O.R.C. and Rule 4117.9-05(K) of the State Employee Relations Board, 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; 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.

## **III. ISSUES AND RECOMMENDATIONS**

### **FINDING OF FACT NO. 1 – WAGES – ARTICLE 41**

The employer's position at Fact-Finding as to wages would grant a 2 ½% increase to all members of the bargaining unit each year of the three year contract. The union's last position would result in a 3 ½% increase for each year of the new agreement. The union also proposed a \$0.10 per hour increase in the longevity provisions contained in Section 41.4 of the agreement. The Sheriff proposed deleting the longevity provision and adding a new top step.

The wage scale for the bargaining unit is unusual because of the large number of steps (9 for corporal, road/corrections and communications) and it appears to this fact

finder that fewer steps would assist both parties in future equitable allocation of wage increases. The large number of steps unduly complicate the bargaining process without any rationale for their existence.

The parties proposed differing comparables for the fact finder's consideration. The comparables proposed by the union appear to more closely match the Ross County situation, especially as to population.<sup>1</sup> Hancock County appears most closely related in population. The starting wage there is \$35,402, with the top step at \$39,062, (only three steps). Ross County now starts at \$21,840, with a top pay of \$33,238, with nine steps. Both parties used Athens County as a comparable (population 62,223), which has a starting salary of \$30,726 and top pay of \$37,388, with six steps. Lawrence County also is a comparable used by both parties (population 62,319), with a starting pay of \$29,786, and a top salary of \$34,715 (three steps). The other comparables proposed by the Sheriff appear to be smaller population counties, though population figures were not provided. The fact-finder also notes that Marion County also suggested as a comparable by the union has a population of only 66,217 but pays \$35,360 to start, and has a top pay of \$48,277, including seven steps. That top pay does appear aberrational, but it is clear to this fact finder that increases over that proposed by the Sheriff are justified and equitable, though not to the extent proposed by the union. The fact finder believes that increases of 3%, 3%, and 3 ½% for the three year period of the new agreement are justified, and that the attached Exhibit A would mostly closely reach that overall result.

In addition, a modest longevity increase is justified by the comparables, to the extent of a \$0.05 per hour increase commencing January 1, 2008. Those at the top step

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<sup>1</sup> References to comparables herein relate to "deputy" figures. Ross County has no separate classification for corrections or jailer.

have not had an increase for three years. The last agreement contained lump sum payments for the top steps which were not added to base pay. A \$0.05 per hour increase in longevity pay is certainly reasonable and equitable, for those veteran employees.

#### RECOMMENDATION

The fact finder recommends the adoption of Sections 41.3 and 41.4, as per the attached Exhibit A.

#### FINDING OF FACT NO. 2 – INSURANCE – ARTICLE 40

The parties each propose changes to Section 40.3 as to health insurance. The Sheriff proposed to maintain the percentages paid by the employer for single (90%) and family (86.25%) premiums. The Sheriff also proposed continuing coverage for bargaining unit employees the same as that for non-bargaining unit employees. The Sheriff finally proposed to change the section to give the Sheriff the right to “submit and implement ‘cost containment’ features, applicable to all employees.” The union proposes maintaining coverage “approximately” equal to the coverage currently in effect “as is reasonably available,” also keeping the current employee contribution percentages.

The fact finder believes that the union’s proposal will inevitably lead to arguments over the modifiers “approximately” and “reasonably.” Also, the Sheriff’s proposed linking of coverage to that provided non-bargaining unit employees appears to the fact finder to be a sufficient check on the Sheriff’s ability to arbitrarily reduce coverage. However, the Sheriff’s proposed “cost containment” proposal is not adequately defined and appears to provide a vague and unchecked power to the Sheriff, which could be exercised in a manner so as to negatively affect coverage. Accordingly,

the fact finder believes that the Sheriff's proposal, with deletion of the language regarding "cost containment features" is reasonable.

RECOMMENDATION

The fact finder recommends adoption of Section 40.3, as per the attached Exhibit B.

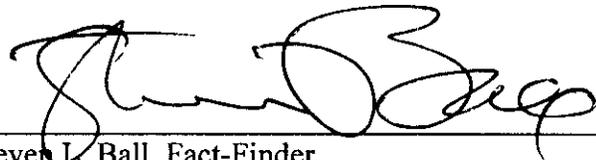


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Steven L. Ball, Fact-Finder  
September 24, 2007

CERTIFICATE OF MAILING

I hereby certify that a copy of the Fact-Finding Report was sent via overnight mail to: Ross Rader, Staff Representative, Fraternal Order of Police/Ohio Labor Council, 222 East Town Street, Columbus, Ohio 43215-4611 and Ken Edsall, Clemans-Nelson & Associates, Inc., 6500 Emerald Parkway, Suite 100, Dublin, Ohio 43016-6235, and the original Fact-Finding Report was sent via first class U.S. mail, postage prepaid, to Edward E. Turner, Administrator, Bureau of Mediation, SERB, 65 East State Street, 12<sup>th</sup> Floor, Columbus, Ohio 43215, on this 24<sup>th</sup> day of September, 2007.



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Steven L. Ball, Fact-Finder

**Article 41**  
**WAGES**

**Section 41.1.** For the remainder of 2007, employees shall remain on the wage scale reflected in the expired Agreement.

**Corporal**

**Current:**

<b>STEP:</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
			12.41	13.06	13.77	14.48	15.14	15.83	16.77

**Corporal**

**Effective January 1, 2008 the wage scale shall be:**

<b>STEP:</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
			13.06	13.71	14.40	15.12	15.88	16.67	17.27

**Corporal**

**Effective January 1, 2009 the wage scale shall be:**

<b>STEP:</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
			13.71	14.40	15.12	15.88	16.67	17.36	17.79

**Corporal**

**Effective January 1, 2010 the wage scale shall be:**

<b>STEP:</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
			14.40	15.12	15.88	16.67	17.36	17.97	18.41

**Road - Corrections**

**Current:**

<b>STEP:</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
	10.50	11.15	11.81	12.43	13.11	13.79	14.42	15.08	15.98

**Road - Corrections**

**Effective January 1, 2008 the wage scale shall be:**

<b>STEP:</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
	11.81	12.40	13.02	13.67	14.35	15.07	15.82	16.46	----

**Road - Corrections**

**Effective January 1, 2009 the wage scale shall be:**

<b>STEP:</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
	11.81	12.40	13.02	13.67	14.35	15.07	15.82	16.54	16.95

**Road - Corrections**

**Effective January 1, 2010 the wage scale shall be:**

<b>STEP:</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
	12.40	13.02	13.67	14.35	15.07	15.82	16.54	17.12	17.54

## Communications

Current:

STEP:	A	B	C	D	E	F	G	H	I
	10.03	10.69	11.48	12.11	12.90	13.55	14.35	15.02	15.98

Communications

Effective January 1, 2008 the wage scale shall be:

STEP:	A	B	C	D	E	F	G	H	I
	11.48	12.05	12.65	13.28	13.95	14.64	15.37	16.14	----*

Communications

Effective January 1, 2009 the wage scale shall be:

STEP:	A	B	C	D	E	F	G	H	I
	11.48	12.05	12.65	13.28	13.95	14.64	15.37	16.14	16.62

Communications

Effective January 1, 2010 the wage scale shall be:

STEP:	A	B	C	D	E	F	G	H	I
	12.05	12.65	13.28	13.95	14.64	15.37	16.14	16.70	17.20

\* Communications employees in Step I as of December 31, 2007 shall receive a lump sum check for \$425.00 with the first full day period in January 2008 and another \$425.00 with the first full day in July 2008. Employees in step H on December 31, 2007 shall receive \$250.00 on the same dates as above.

## Civil

Current:

STEP:	A	B	C	D	E	F	G
	9.87	10.38	10.92	11.45	11.95	12.49	13.25

Civil

Effective January 1, 2008 the wage scale shall be:

STEP:	A	B	C	D	E	F	G
	10.38	10.92	11.45	11.95	12.49	13.25	13.65

Civil

Effective January 1, 2009 the wage scale shall be:

STEP:	A	B	C	D	E	F	G
	10.92	11.45	11.95	12.49	13.25	13.71	14.06

Civil

Effective January 1, 2010 the wage scale shall be:

STEP:	A	B	C	D	E	F	G
	11.45	11.95	12.49	13.25	13.71	14.19	14.55

**Section 41.2.** Employees will be paid the rates in Section (41.1) based upon their uninterrupted continuous service and any service credit previously allowed to service credit allowed under provisions of this Agreement.

**Section 41.3.** Step A will normally be the hiring rate (the Employer may choose to place a new hire in Steps B or C depending on the candidates qualifications and/or experience).

Employees will move to the next higher dollar amount following one (1) year of service in a Step regardless of the letter attached to each step. All employees with more years of service than Steps on the pay scale shall remain in the top Step pay range.

**Section 41.4.** In addition to the above wage scales employees shall receive the following service credit bonus:

10 years of service but less than 15 years = .20 per hour  
15 years of service but less than 20 years = .25 per hour  
20 years of service and up = .30 per hour

On January 1, 2008, these amounts shall increase by five cents (.05) per hour.

**ARTICLE 40**  
**INSURANCES**

Section 40.1. The Employer will provide at no cost to the employee Term Life Insurance in the sum of twenty-five thousand dollars (\$25,000.00).

Section 40.2. The Employer, throughout the period covered by this Agreement will maintain the employee's membership in the Buckeye State Sheriffs' Association and the National Sheriffs' Association.

Section 40.3. The Employer will pay ninety percent (90%) of the premium for single coverage and eighty-six and one quarter percent (86.25%) of the premium for family coverage for hospitalization, vision and dental coverages; the employee shall pay the remainder by payroll deduction. For the duration of this Agreement, the Employer will continue to provide full-time bargaining unit employees with hospitalization coverage in the same manner as provided to non-bargaining unit employees. The level of health insurance benefits provided to bargaining unit employees will also be equivalent to those provided to non-bargaining unit employees. ~~Nothing in this article shall be construed to~~  
~~limit the Employer's right to select and implement cost-containment features provided~~  
~~any changes in such plan are applicable to all Ross County Sheriff's employees.~~ The FOP/OLC/employees will be provided a copy of the plan description. The Employer may, during the life of this Agreement, change insurance carriers or methods of providing insurance coverage. For the employee's share of insurance premiums, the Employer agrees to deduct in even amounts one-half (1/2) of the monthly insurance premiums from the first two (2) pay periods each month.

**INSURANCES (continued)**

Section 40.4. If an employee has exhausted accrued sick leave and/or injury leave, due to illness or injury and remains unable to return to work, the Employer will continue to pay the Employer's portion of the employee's health insurance premium that was in effect at the start of the illness/injury for a period of up to six (6) months, but for no more than six (6) months in any calendar year.

Section 40.5. The Employer will continue to provide professional liability insurance coverage for each employee at the current level if practical.