

2008 MAY -9 P 12: 59

BEFORE THE STATE EMPLOYMENT RELATIONS BOARD
OF THE STATE OF OHIO

OHIO PATROLMEN'S]	
BENEVOLENT ASSOCIATION,]	
Union,]	Case No. 2007-MED-09-0944
]	
and]	Fact Finder Harold Paddock
]	
THE SOUTHEASTERN OHIO]	
REGIONAL JAIL,]	
Employer.]	

FACT FINDER'S REPORTRendered this 6~~7~~ day of May, 2008.

Background: The parties to the collective bargaining agreement (CBA) already in effect negotiated a tentative agreement (TA) on December 11, 2007. That TA incorporated many provisions of the existing CBA and spelled out agreed changes in overtime, leaves of absence, holidays, wages, and the duration of the agreement. The TA did not mature into a permanent agreement. SERB appointed this Fact Finder on April 8, 2008. Counsel for the parties in consultation with the Fact Finder agreed upon April 30, 2008 at the SEORJ facility in Nelsonville, Ohio as the date and place of the fact finding hearing.

Prior to taking evidence, the Fact Finder mediated the matter with the assistance of Counsel. Both parties, with the approval of the decision makers present, reached an agreement that resolves all issues. The Fact Finder hereby reports the agreed-upon terms.

Issue 1. Overtime. The parties agree that the language of Article 17 should read as follows:

Section 17.5 Employees shall be allowed the options of pay or compensatory time for overtime hours worked as follows:

- A. Effective upon the implementation of this Agreement, compensatory time may not be accumulated in excess of forty (40) hours, for usage purposes. An additional forty (40) hours of compensatory time may be accumulated for cash out purposes each year. This cash out compensatory time must be cashed out in one (1) hour increments with notice in accordance with normal payroll procedure, and cleared by the last pay in November. No cash out bank will be allowed to accrue for the month of December.
- B. In addition to the above rights, by the last pay in November of each year, each employee, at his or her option, may be paid for all compensatory time accrued in the forty (40) hour Leave Bank at the then current rate of pay. The employee may, at his or her option, carry over forty (40) hours to the next calendar year to be utilized in accordance with Section C below.
- C. Compensatory Leave Bank time utilized must be approved in advance by the employee's supervisor who shall require at least three (3) working days' advance notice. Not less than one (1) hour of compensatory time shall be taken on any one (1) day.

Recommendation: The Fact Finder recommends that the parties approve the language specified above on this particular issue.

Issue 2. Leaves of Absence. The parties agree that the language of Article 20 should read as follows:

C. Bereavement Leave. Any employee shall receive the amount of pay he would have received on his regular straight time basis for up to three (3) days for funeral leave to make arrangements for an attend the funeral of a member of his immediate family. Funeral leave shall not be deducted from an employee's sick leave accrual.

The employee's immediate family for this purpose only shall be defined as: Spouse, child, step-child, father, mother, brother, sister, father-in-law, mother-in-law, or other person who stands in place of a parent, grandchild, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

If additional time is required, the employee may request, and the Employer may authorize on a case-by-case basis, the use of a designated amount of additional vacation, sick leave or compensatory time.

D. Personal Days. Each year, the employee shall be allowed two (2) personal days, (10) hour increments for emergency purposes. There shall be no carry over of unused personal days beyond December 31st of each year. Personal days must be taken in one (1) day increments. The employee shall notify the supervisor as soon a reasonably possible of the need to take an emergency personal day, and the reason for the emergency usage.

Recommendation: The Fact Finder recommends that the parties approve the language specified above on this particular issue.

Issue 3. Holidays. The parties agree that the language of Article 21 should read as follows:

Section 21.1. All employees shall be entitled to holiday pay for each of the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section 21.2. If an employee is required to work on any of the holidays listed in Section 1 above, he/she shall be entitled to pay for such time worked at one and one-half (1 1/2) times his regular base pay for the number of hours a person is scheduled to work per shift.

Recommendation: The Fact Finder recommends that the parties approve the language specified above on this particular issue.

Issue 4. Wages. The parties agree that the CBA wage terms shall be a three-year contract effective March 1, 2008, with a wage increase of 3.5%, effective March 1, 2008, a 4.0% wage increase, effective January 1, 2009, and a wage reopener provision for the third year. The parties further agree that language of Article 24 should read as follows:

ARTICLE 24 WAGE SCHEDULE

Section 24.1. Effective March 1, 2008, following wage and pay steps shall be effective for employees in schedule A:

Schedule A

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Correction Officer	11.53	11.88	12.23	12.61

Notwithstanding the above, Corrections Officers who were hired from Athens County, Hocking County, Perry County, or Morgan County between March 1, 1998 and October 1, 1998 are within schedule B and shall be paid a hourly rate as indicated below. All employees not listed in B are in schedule A.

Schedule B

<u>Employee</u>	<u>Classification</u>	<u>Hourly Wage</u>
Chuck Brugh	Corrections Officer	13.89
Gary Moore	Corrections Officer	13.89
Charles Dowler	Corrections Officer	13.89

Section 24.2. Effective January 1, 2009, following wage and pay steps shall be effective for employees in schedule A:

Schedule A

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Correction Officer	11.99	12.36	12.72	13.11

Notwithstanding the above, Corrections Officers who were hired from Athens County, Hocking County, Perry County, or Morgan County between March 1, 1998 and October 1, 1998 are within schedule B and shall be paid a hourly rate as indicated below. All employees not listed in B are in schedule A.

Schedule B

<u>Employee</u>	<u>Classification</u>	<u>Hourly Wage</u>
Chuck Brugh	Corrections Officer	14.45
Gary Moore	Corrections Officer	14.45
Charles Dowler	Corrections Officer	14.45

Section 24.3. All employees, except new hires after January 1, 1999, will advance a step on January 1st each year of the contract. All new hires after January 1, 1999, will advance a step on the anniversary date of hire.

Section 24.4. Employees who enter lower classifications due voluntary or non-voluntary demotion shall be assigned to the appropriate pay step of the appropriate wage schedule of the lower classification based on their length of continuous service with the Jail and shall advance thereafter to succeeding steps provided in the lower classification based on length of continuous service in the lower classification.

Recommendation: The Fact Finder recommends that the parties approve the language specified above on this particular issue.

Issue 5. Term of Agreement. The parties agree that this Agreement shall be a three-year agreement with wages specified for years one and two, and with a provision to negotiate only on wages for year three during a period of time at the end of the second year. The parties further agree that the language of Article 29.1 (A) should read as follows:

Except as otherwise provided herein, this Agreement shall be effective January 1, 2008 and shall remain in full force and effect until 12:00 Midnight, December 31, 2010. Written notice of the intent to negotiate only the wage component in the third year of this Agreement shall be given no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement.

Such notice shall be by certified mail with return receipt. The parties shall commence negotiations on wages only within two (2) calendar weeks upon receiving notice of intent.

Recommendation: The Fact Finder recommends that the parties approve the language specified above on this particular issue.

In summary, the fact Finder recommends that the parties approve each and every term of the new collective bargaining agreement reached prior to the April 30, 2008 hearing.

Respectfully submitted,

s/ Harold Paddock 
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CERTIFICATE OF SERVICE

The Fact Finder hereby certifies pursuant to rule that a copy of this Report has been served on all counsel of record by electronic mail, at the e-mail addresses previously used by Counsel in communicating with this Fact Finder, and on the State Employment Relations Board by both United States Mail and electronic mail on the 6th day of May, 2008.

s/ Harold Paddock
Harold Paddock, Esq.
Fact Finder