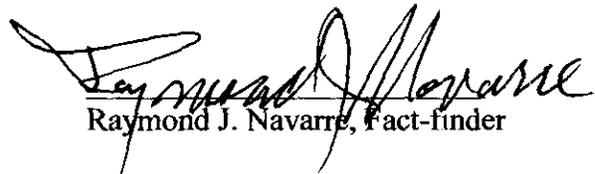


CERTIFICATE OF SERVICE

Originals of the foregoing Fact Finding Report and Recommendation were served by hand upon Justin D. Burnard, Ohio Patrolmen's Benevolent Association, 2222 Centennial Road, Toledo, Ohio 43617 and by regular mail upon John J. Krock, Vice President, Clemans, Nelson & Associates, Inc., 6500 Emerald Parkway, Suite 100, Dublin, Ohio 43016-6235 and upon Edward E. Turner, Administrator, Bureau of Mediation, Ohio State Employment Relations Board, 65 East State St., 12th Floor, Columbus, Ohio 43215-4213, by regular mail, this 16th day of June, 2008.


Raymond J. Navarre, Fact-finder

Date of Hearing: May 29, 2007

Representing the Employer:

Principal:

John J. Krock

Clemans, Nelson and Associates, Inc.

Others:

Sheriff Thomas G. Steyer

Brian Burcher CNA

Scott Ickes

Representing the Employees:

Principal:

Justin D. Burnard

Ohio Patrolmen's Benevolent Association (OPBA)

Others:

Kevin Reinbolt

William J. Cunningham

Fact Finder:

Raymond J. Navarre

The hearing was held at the Sheriff's Office. The hearing started at approximately 10:00 am and concluded at approximately 10:30 am.

At the beginning of the hearing the participants agreed to be sworn and were sworn.

Note that for purposes of identification in this document, the Seneca County Sheriff and his representatives will be referred to as the Employer and Ohio Patrolmen's Benevolent Association (OPBA) and representatives, will be referred to as the Union.

BACKGROUND

SERB CASE No.: 2007-MED-10-1133 involves the Command Sergeants and Lieutenants, both from the Jail and the Road Patrol divisions. There are approximately ten (10) employees in the unit.

The Employer and the Union met previously to negotiate and ended with the single unresolved issue below. "The Union and Employer have agreed that all other matters shall be resolved with the language agreed to, and for a period of time equal to, by all other bargaining units prior to the fact finding hearing." The Fact Finding will only consider the single unresolved issue as noted.

Please note that after the positions of the two parties were presented and discussed, the Fact Finder offered the parties an opportunity to further negotiate, if they so desired. Both parties declined the offer. The Fact Finder continued with the hearing.

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, if 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.

THE UNRESOLVED ISSUE

There is one unresolved issue, which is the Sick Leave Conversion upon retirement. In the current agreement this is ARTICLE 21, SICK LEAVE, Section 21.10. Conversion. The Section reads as follows:

Upon retirement from active service, an employee who has completed ten (10) or more years of public service may elect to convert accrued and used sick leave to a cash payment at the employee's current rate. Sick leave conversion shall be computed on the basis of one-fourth (1/4) of the value of the accrued and unused sick leave, not to exceed a maximum of one hundred twenty (120) days (for a maximum payment of thirty (30) days or two hundred forty (240) hours). Such payments shall be based upon the eligible employee's base rate of pay at the time of retirement, shall be made only once, and shall eliminate all sick leave credit accrued by the employee. Eligible employees must complete a "Sick Leave Payment Upon Retirement Form" to initiate the process.

In the case of death of an employee (in active service) with ten (10) or more years of service with the Employer, the date of death shall be construed as retirement, and any sick leave conversion payment for which the decedent would otherwise have qualified for shall be paid to the surviving spouse or the estate.

The Employer proposes current language in ARTICLE 21, SICK LEAVE, Section 21.10. Conversion.

The Union proposes the following language for Section 21.10. Conversion.

Upon retirement from active service, an employee who has completed ten (10) or more years of public service may elect to convert accrued and unused sick leave to a cash payment at the employee's current rate. Sick leave conversion shall be computed on the basis of one-half (1/2) of the value of the accrued and unused sick leave, not to exceed a maximum of two hundred forty (240) days (for a maximum payment of sixty (60) days or four hundred eighty (480) hours). Such payments shall be based upon the eligible employee's base rate of pay at the time of retirement, shall be made only once, and shall eliminate all sick leave credit accrued by the employee. Eligible employees must complete a "Sick Leave Payment Upon Retirement Form" to initiate the process.

The Employer offered the following points to support its position.

The Seneca County Sheriff and The OPBA have two labor agreements (1) for Corrections Officer and Medical Technician Unit and (2) Deputy and Dispatch Unit that has the same wording as being proposed by the Employer. In addition, Seneca County has two other contracts with the American Federation of State, County and Municipal Employees

(AFCME) for (1) the Seneca County Engineer and (2) the Seneca Department of Jobs and Family Services that have the same stipulation regarding retirement and accrued but unused sick leave, twenty-five percent (25%) with a maximum of thirty (30) days' pay.

The Employer pointed out that there are four hundred forty (440) Seneca County employees working under the same stipulation for accrued but unused sick leave.

The Employer said the Union's proposal would create a parity issue with other Seneca County employees. In addition, the Union's position would increase county costs which would create a need to find the additional funds. For example, a lieutenant retiring would receive an additional \$5,400 in conversion.

The Employer further argued that the negotiations resulted in an acceptance of the rest of the issues but this issue resulted in a rejection of the contract.

The Union offered the following rationale for its position.

"The Union believes the comparison counties (see addendum #1, attached) show levels higher than what is currently paid out in Seneca County for sick leave accrual on retirement. Additionally, most employees in the Command Unit have put in many years of service and are closer to retirement than individuals in other bargaining units. Therefore, the retirement payout is more of a necessity for the Command Unit than for the other bargaining units."

What follows is a summary of the positions of the parties involved in the fact finding.

The Employer:

- says its proposal would continue parity in respect to the conversion of accrued but unused sick leave among the employees of Seneca County, especially among the labor agreements with the OPBA and the AFSCME, as well as other county employees.
- states that this unresolved issue resulted in a rejection of the total contract.
- states that the proposal by the Union would result in increased costs to the Sheriff's Office.

The Union:

- states the members of the units are small in number, ten (10).
- the unit members are usually older, have more years of service, are closer to retirement than individuals in other bargaining units and therefore it is more of a necessity for the Command unit.
- says it is not “cherry picking” and agreed to open other issues.
- noted that not all unit members would be retiring at the same time and probably only one member would be retiring in the next three years.
- says the Sheriff’s Department generates monies, \$940,000, from Custom Immigration Enforcement (ICE), \$10,000 in two days.
- says the sick leave has to be accrued and earned.
- says this increased conversion would be a benefit to good employees.
- believes that the comparison of counties (addendum #1) shows the levels higher than what is paid in Seneca County for sick leave accrued but unused.

The Employer responded that it is the Union’s issue and not their issue. All the other units/employees would want the same conversion of accrued but unused sick leave.

The Employer also responded that the Commissioners need to cover fifty percent (50%) of the Sheriff Department’s Budget because the ICE brings in less than fifty percent (50%). The Union responded that the point is that the ICE generates money for the county.

The comparables presented list only the **Sick Leave Conversion Upon Retirement**, which does not include other economic factors in the agreements that need to be considered, such as salaries and other compensations. The fact finding recommendation needs to consider the total economic factors and the impact.

The parity issue is important in the consideration of the fact finding recommendation in respect to future contracts and the financial impact. The number of members in the unit, ten (10) means the financial impact at this time will be less than units with a greater number of members.

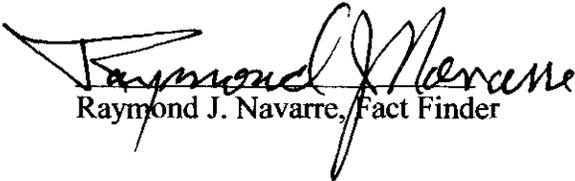
The parity issue is important in the consideration of the fact finding recommendation in respect to future contracts and the financial impact.

The issue of increased conversion would be one possible benefit for the responsible employee.

The material presented by both parties to support their position on the issue has been noted and sometimes with a brief observation. Finally to reiterate, the Fact Finder's report needs to be considered in its entirety as to the overall effect on the parties and their bargaining positions.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the positions of both parties, and the arguments presented by the parties, the Fact Finder's recommendation is that the Collective Bargaining Agreement in **ARTICLE 21, SICK LEAVE, Section 21.10, Conversion.** remain as in the Current Bargaining Agreement.


Raymond J. Navarre, Fact Finder

Date June 16, 2008

Addendum #1

Departments	Sick Leave Conversion Upon Retirement
Athens County	25% - max 240 days
Bellevue PD	100% - no max
Crawford County	40% - max 610 hours
Delaware County	25% - no max
Erie County	100% - no max
Fostoria PD	50% - max 960 hours (can not build any higher, paid for at end of each year if exceeds max)
Fremont PD	33 1/2% - max 1,800 hours
Hancock County	2/3 - max 960 hours
Huron County	25% - max 1400 hours
Knox County	Cash in - max 240 hours
Lawrence County	50% - 1 hr of pay for every 2 hours unused - 15 years of employment 25% - 1 hr of pay for every 4 hours unused - 10 years of employment
Lucas County	65% - no max
Marion County	Up to 2,340 hours= 25% of first 960 hours, 33% of next 540 hours, 50% of next 600 hours and 100% of next 240 hours Or 100% - up to 960 hours as of 6-30-02
Medina County	1/3 - max 960 hours
Ottawa County	25% - no max - over 5 years of employment 30% - no max - over 15 years of employment 40% - no max - over 25 years of employment
Pickaway County	25% - max 240 hours - 10 years of service 75% - max 400 hours - 25 years of service
Sandusky County	100% - max 260 days - employment prior to 1982 25% - max 120 days - employment after 1982
Seneca County	25% - max 120 days
Tiffin PD	2/3 - max 1,440 hours
Washington County	25% - max 240 hours
Willard PD	35% - no max
Wood County	50% - no max
Wyandot County	30% - max 480 hours