

STATE OF OHIO

STATE EMPLOYMENT
RELATIONS BOARD

STATE EMPLOYMENT RELATIONS BOARD

2008 DEC 12 P 1:05

In the Matter of Fact-Finding Between:

Ohio Patrolmen's Benevolent
Association

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08-MED-08-0763

-And-

Hancock County Sheriff

Fact-Finder:
John T. Meredith

**REPORT AND RECOMMENDATIONS
ISSUED DECEMBER 10, 2008**

APPEARANCES

Present for the Union:

Michelle Sullivan, Counsel
Amy Zawicki, Counsel
Colleen Wedge, Corrections Officer
Jason Bowling, Corrections Officer

Present for the Employer:

Donald J. Binkley, Consultant
Cindy Sreenan, Consultant
Ryan C. Kidwell, Jail Administrator
Jim Breyman, Operations Lieutenant
Becky Smith, Fiscal Officer

INTRODUCTION

The parties to this Fact-Finding proceeding are the Ohio Patrolmen's Benevolent Association and the Hancock County Sheriff. The bargaining unit consists of all full-time Corrections Officers, currently approximately 22 employees. The subject Agreement will be the initial Agreement between the parties, and will replace the March 8, 2005 – March 7, 2008 Agreement between the Sheriff and the International Union of Police Associations, AFL-CIO, Local 76, which previously represented bargaining unit employees.

The parties engaged in negotiations and resolved most contract terms. However, several issues remained unresolved, and a timely fact-finding request was filed with the State Employment Relations Board. By letter dated October 29, 2008, SERB appointed the undersigned, John T. Meredith, to serve as Fact-Finder. To facilitate negotiations, the parties entered into a Rule 4117-9-05 agreement extending the deadline for issuance of the Fact-Finding Report. A fact-finding hearing was scheduled for 10:00 a.m. December 4, 2008 at the offices of the Hancock County Engineer in Findlay, OH. Prior to the hearing, the parties timely submitted their Position Statements to the Fact-Finder.

The hearing proceeded as scheduled on December 4, 2008, and was conducted in accordance with Ohio Collective Bargaining Law and applicable SERB Rules and Regulations. The parties presented their evidence on unresolved issues and also engaged in informal discussions with the Fact Finder, who attempted to narrow differences through mediation. Although the mediation was helpful, it did not result in a signed agreement between the parties. Accordingly, the Fact-Finder has made recommendations for resolution of each unresolved issue, and these are fully discussed in the Unresolved Issues Section of this Report.

In making his recommendations, the Fact-Finder gave consideration to the following criteria prescribed by Ohio Collective Bargaining Law and listed in SERB Rule 4117-09-05:

- (1) Past collective bargaining 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 determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

BACKGROUND

Hancock County and Its Finances

Hancock County is located in northwestern Ohio. It's 2006 population was estimated at approximately 73,800 people, more than half of whom reside in Findlay, the county seat. According to the Auditor's Comprehensive Annual Report, 12/31/2007 (page S37), major employers are Cooper Tire & Rubber Co., Whirlpool Corp., Marathon Oil Co., Blanchard Valley Health Associates, Consolidated Biscuit, Findlay City Schools, Lowes Home Centers, and Nissan Brakes. While not immune to the current national and regional economic malaise, to date Hancock County has not suffered a recent major economic setback. It has, however, had to deal with additional expenses caused by serious flooding in 2007, which damaged local businesses, residences, and county buildings.

Although Hancock County will begin 2009 with a general fund balance in the neighborhood of \$1.5 Million, the size of the cash balance has been declining since 2005. 2008 expenditures will exceed general fund revenues for the third straight year, and they are projected to exceed revenues again in 2009. Hancock County historically has had one of the lowest sales tax rates in Ohio. Attempts to raise the sales tax failed in 2005 and 2006. In October 2008, the voters approved a temporary sales tax increase, effective January 1, 2009, with collections commencing April 1, 2009. The revenues from this

increase, estimated at \$5.4 million, are to be allocated as follows: one-third flood remediation, one-third capital improvement, and one-third General Fund. When the General Fund share of revenue from the temporary tax is added to an estimated beginning balance of \$1.5 million and other projected General Fund revenue, the County estimates it will have \$17.2 million available for the General Fund in 2009. So as to be able to meet needs in 2010 and 2011, the County hopes to close 2009 with a balance of \$1.0 million (\$500,000 less than the beginning balance). This leaves an estimated \$16.2 million for 2009 General Fund appropriations, compared to \$17.9 million appropriated for 2008. The projected 2009 appropriation does not include capital expenditures. The Commissioners have directed County department heads to cut back spending levels. Consistent with this request, the Sheriff has closed the Rehabilitation and Opportunity Center (ROC) effective October 31, 2008, and his requested appropriation does not include funds for equipment replacement.

Hancock County Sheriff and His Workforce

The Hancock County Sheriff is responsible for investigating crime, responding to complaints and accidents, serving warrants, transferring offenders, and operating the county corrections facility. Like all Sheriffs in Ohio, the Hancock County Sheriff must operate within a budget established by the County Commissioners, who are not party to the Agreement with Sheriff's employees. The Commissioners are, however, the "legislative body" which must act on fact-finding reports per RC Chapter 4117.

Sheriff's Department employees are generally divided between enforcement and corrections. Employees in the Enforcement Division, Corrections Officers, and Corrections Sergeants were represented by the Independent Union of Police Associations

until March 2008. Enforcement Deputies, Sergeants, and Communications Officers, and Corrections Officers, and Corrections Sergeants were divided into separate units for the election. The Corrections Sergeants stayed with IUPA, while the OPBA won the right to represent the other groups. However, the Enforcement Division units and the Corrections Officers bargained separately and will be covered by separate collective bargaining agreements.

This fact-finding proceeding concerns only the Corrections bargaining unit. A separate fact-finding report making recommendations for an Agreement for the Enforcement Division was issued on December 1, 2008, approved by the OPBA on December 4, 2008, and deemed accepted by the County Commissioners upon expiration of the voting period on December 8, 2008.

UNRESOLVED ISSUES

1. Article 5 – Dues Deduction and Fair Share

Positions of the Parties

The Sheriff's prior Agreement with IUPA included a dues deduction/fair share provision. The IUPA fair share rebate procedure was attached to the Agreement as Appendix A.

The OPBA proposes to retain the dues deduction and fair share provision with the following modifications: (1) Substitute "OPBA" for "IUPA" where appropriate. (2) Delete the rebate procedure Appendix and, in lieu thereof, include a representation that the OPBA will maintain a legally sufficient rebate procedure and will "indemnify, defend and hold harmless" the Sheriff if the fair share provision or its application is challenged by or on behalf of an employee.

The Sheriff agrees to substitution of “OPBA” for “IUPA” but proposes deleting the Fair Share provision. He questions the propriety of agreeing to fair share in a first contract, especially when less than a majority of unit employees voted in the representation election. The Sheriff further notes that the U.S. District Court, Southern District of Ohio, Eastern Division declared unconstitutional one paragraph of Ohio’s Fair Share statute. (This paragraph pertains to a procedure for employees to petition SERB for exemption from contractual Fair Share provisions.)

RECOMMENDATION: The Fact-Finder recommends: (1) Substitution of “OPBA” for “IUPA” where appropriate. (2) Deletion of Appendix A rebate procedure with addition of a representation that “OPBA shall prescribe an internal rebate procedure which conforms to the applicable law” and language that further provides that the OPBA “agrees to indemnify, defend and hold the Sheriff harmless against any claim made or suit instituted by an employee or others representing an employee as a result of the Sheriff’s compliance with the provisions of this section.” New and revised Article 5 language implementing this recommendation is attached hereto and incorporated herein in Appendix A to this Report.

Rationale: The prior Agreement between the Sheriff and IUPA included a fair share provision, and no evidence was presented to indicate that it ever caused a problem for the Sheriff or any employee. The Fact-Finding Award for the Enforcement Deputies includes Fair Share, and most Ohio public sector contracts likewise include Fair Share. Therefore, comparability supports including Fair Share language in this Agreement. The Southern District of Ohio court decision cited by the Sheriff involves SERB’s exemption procedure, and the Court’s Order is directed at SERB, not the parties to the underlying

collective bargaining agreement. The decision is neither directly on point nor controlling in Hancock County, which is located within the jurisdiction of the U.S. District Court for the Northern District of Ohio, Western Division. In any event, the OPBA's contractual representation that it will maintain a lawful procedure, coupled with the defense, indemnification and hold harmless clause, affords the Sheriff sufficient protection.

2. **Article 18 – Layoff and Recall**

Positions of the Parties

The Sheriff proposes deleting the references to Enforcement Division personnel since they are not part of this bargaining unit. He further proposes adding a “Batavia case” clause, which would expressly state that the collective bargaining agreement layoff and recall provision supersedes statutory language on this subject, see Revised Code Sections 124.321-124.328.

The Union concurs in deletion of Enforcement Division positions, but argues that the proposed “Batavia” language is unnecessary in view of general language in Article 30 to the effect that the Agreement will prevail over inconsistent statutory provisions.

RECOMMENDATION: The Fact-Finder recommends deletion of the reference to Enforcement Division in Section 18.3 and adoption of the Sheriff's proposed “Batavia case” language as new Section 18.10. New and revised Article 18 language implementing this recommendation is attached hereto and incorporated herein as Appendix A to this Report.

Rationale: The parties are in agreement on deletion of Enforcement Division positions in Section 18.3. The new language for Section 18.10 is consistent with the mutual intent of the parties that the Agreement will supersede the statute.

3. Article 20 - Holidays

Positions of the Parties: Currently, employees who work on a holiday receive, in addition to 8 hours holiday pay, time and one-half for hours worked on six holidays (New Years Day, Easter, Memorial Day, July 4, Thanksgiving Day, Christmas Day) and straight-time for hours worked on other holidays. The Union proposes to add a seventh holiday – Labor Day – to the list of holidays for which the employee receives time and one-half for hours actually worked. The Sheriff opposes this as an unjustified additional cost, and notes that other Hancock County employees do not earn time and one-half for hours worked on Labor Day.

RECOMMENDATION: The Fact-Finder recommends adding Labor Day to the list of holidays for which employees are paid at the time and one-half rate for work actually performed in addition to 8 hours “holiday pay.” New and revised Article 20 language implementing this recommendation is attached hereto and incorporated herein as Appendix A to this Report.

Rationale: The addition of Labor Day to the list of premium pay holidays is a benefit with relatively modest cost. Although Enforcement Division Deputies will not receive this benefit, their Fact-Finding Award did include an enhanced longevity pay benefit for the most senior employees, above and beyond the general wage increase awarded. A top end longevity increase was not sought and is not being recommended for members of this unit, and awarding the holiday benefit here will tend to equalize the value of their package with the value of the package received by Enforcement Division bargaining units.

4. Section 21.1 - Wages

Positions of the Parties: The Union proposes wage increases of 2.8% retroactive to March 8, 2008; 3.5% effective January 12, 2009, and 3.5% effective January 1, 2010. In addition, it seeks to add steps to the wage schedule for employees with two and three years service. The wage rate for each of these additional steps would be approximately 3% more than the wage rate for the preceding step, so that the combined effect of the general wage increase in 2008 and the additional step increases would be to give an increase of approximately 9% to employees with 3 or more years service. The Union suggests that the County has money to pay for the additional increases if it is willing to reallocate funds now designated for capital expenditures.

The Sheriff proposes wage increases of 2.0% effective upon ratification of the Agreement, 2.0% effective March 8, 2009, and 2.0% effective March 8, 2010. It maintains that these increases are consistent with the County's tight budget situation, and that it would be inappropriate to divert money now earmarked for essential capital expenditures. Senior employees are already rewarded with longevity payments beginning at the fifth year, and the additional steps proposed by the Union would give Corrections Officers inequitable favored treatment relative to other County employees. Finally, March-to-March wage schedules have been the established pattern in Hancock County collective bargaining agreements for years, and this pattern is still followed by other Hancock County employees.

RECOMMENDATION: Increase wage rates 2.8% effective March 8, 2008, 2.8% effective March 8, 2009, and 2.8% effective March 8, 2010. Retain current three-step wage schedule, with steps for Start, After 120 Days, and After 1 Year.

New and revised Section 21.1 language implementing this recommendation, including the new wage schedules for March 8, 2008, March 8, 2009, and March 8, 2010, is attached hereto and incorporated herein as Appendix A to this Report.

Rationale: The recommended 2.8% wage increases are the same as the percentage wage increases granted to other County employees, including those recommended in the Fact-Finding Report covering the Sheriff's Enforcement Division bargaining units. Further, a 2.8% wage increase is not inconsistent with wage increases granted throughout the Region and the State of Ohio – in 2007, SERB reports average wage increases of slightly less than 3% for Region 7 (Toledo Region) agreements, for all Ohio public sector agreements, and for all Ohio county employee agreements. Also, it appears that, with 2.8% wage increases, the Corrections Officers are likely to maintain their relative standing (middle of the group) when compared to corrections officers employed by neighboring counties and counties in the Toledo Region. Thus, both general comparability data, and internal comparisons to increases granted other Hancock County employees, supports the 2.8% recommendation. Further, it appears that Hancock County has the ability to pay the 2.8% increases, which are already anticipated in its 2008 appropriation and planning for its 2009 appropriation.

There is no basis for adding steps to the current wage scale. Although there are no additional steps after year one, employees do become eligible for longevity payments beginning in year 5, so longer service employees receive an economic reward for continuing to work in Corrections even if they are not promoted to a higher rank as their careers progress. The percentage increases which would be received if additional steps were added would be way out of line with increases granted to other employees of the

County. Further, there would be the problem of funding such additional increases – since the recent temporary sales tax was passed based on representations to the public that one-third of the new funds would be used for flood remediation and one-third for capital expenditures, it would not be appropriate to reallocate this money to General Fund wage accounts.

Finally, although the Fact-Finder understands the Union's concern about coordinating collective bargaining agreement expiration dates with timelines for initiating SERB fact-finding and conciliation proceedings, this concern is outweighed by the clear historical pattern of three-year March-to-March agreements in Hancock County, and the fact that other County employees remain on the March-to-March schedule at this time.

5. Section 21.8 – Compensatory Time

Positions of the Parties: The Sheriff proposes two modifications to the Agreement's compensatory time provisions. First, he proposes reducing the 240-hour lifetime limit on accumulation of compensatory time to 180 hours. The stated purpose is to reduce the employer's potential unfunded liability. Second, the Sheriff proposes requiring employees to request use of compensatory time at least 24 hours in advance. The Union opposes both changes. It notes that, due to low average seniority in the bargaining unit, few employees have significant compensatory time accumulations, and thus there will not be a significant unfunded liability during the term of this Agreement.

RECOMMENDATION: Retain the current 240 hour cap on accumulation of compensatory time. Add language requiring employees to request use of compensatory time at least 24 hours in advance as proposed by the Sheriff. This 24-hour requirement would be subject to an exception for special circumstances. New

and revised Section 21.8 language implementing this recommendation is attached hereto and incorporated herein as Appendix A to this Report.

Rationale: Due to low seniority in the bargaining unit, the 240-hour cap on compensatory time accumulation will not create a significant unfunded liability during the term of this Agreement, and no change in it is necessary at this time. However, it is easy to see that lack of a requirement for requesting compensatory time in advance can pose scheduling and operational problems. The proposed 24-hour advance request period is manifestly reasonable. Any possibility of potential hardship is avoided by the exception for special circumstances. The Fact-Finder notes that Corrections Sergeants also have agreed to be bound by a 24-hour request requirement.

6. Section 21.12 -- Officer in Charge Pay

Positions of the Parties: Currently, Corrections Officers are paid an additional 60 cents per hour when, in the absence of a ranking officer, they are assigned to work as Officer In Charge of a shift. This rate has remained the same for quite a few years, and both parties are willing to raise it – the Sheriff proposes a \$1.00/hour rate, and the Union proposes \$1.20/hour. In addition, the Union would add a requirement that OIC designation be based on seniority.

RECOMMENDATION: Increase the OIC rate to \$1.10 per hour. No other change in the OIC provision. New and revised Section 21.12 language implementing this recommendation is attached hereto and incorporated herein as Appendix A to this Report.

Rationale: Both parties agree that an OIC has significant additional responsibility and that the current rate is overdue for an increase. The \$1.10/hour rate is a substantial

raise and represents a fair compromise between the last positions of the parties. However, while it is likely that senior employees will usually be designated as OIC, the Fact-Finder sees no compelling reason to require the Sheriff to base each OIC selection on seniority. Rather, there may be valid reasons to deviate from seniority on some occasions, and management should retain reasonable discretion to make OIC assignments.

7. Article 22 - Insurance

Positions of the Parties: The parties have raised two issues. First, both parties propose adding language to state that a Corrections Officer can will participate in meetings of the County's Health Insurance Committee. Second, regarding employee contribution to the monthly insurance premium, the prior Agreement states that Corrections Officers will pay the same amounts (currently \$57.47/month single coverage and \$156.60/month family coverage) as other county employees pay, provided that this premium shall not be increased more than 25% during the 3-year term of the Agreement. The OPBA wants to retain this cap in the new Agreement. The County proposes deleting the 25% cap on premium increases on grounds that County employees outside of the Sheriff's Department do not have protection of a similar cap.

RECOMMENDATION: The 25% cap on premium increases during the term of the Agreement should be retained. The following language should be added to address County Health Insurance Committee participation: "So long as the County maintains a Health Insurance Committee with employee participation, then one employee from the bargaining unit will be a member of the committee and permitted to participate in the Committee's meetings." New and revised Article 22

language implementing this recommendation also is attached hereto and incorporated herein as Appendix A to this Report.

Rationale: Both parties agree that Corrections Officers should be represented on the County Health Insurance Committee. Regarding the cap, the Fact-Finder notes that the cap had no effect in the past Agreement. The County and its consortium apparently have managed the health insurance program more successfully than most employers, and premium increases during the past three years were well below averages and less than the contractual cap. Further, it appears that County insurance rates will not increase for 2009. The Fact-Finder also notes that County employees outside of the Sheriff's Department are not protected by a similar cap. However, Sheriff's Enforcement Division employees will continue to have protection of a 25% cap per their Fact-Finding Award. The cap is benefit bargained for in past negotiations, perhaps in exchange for concessions on other issues. Evidence did not show a compelling need to eliminate it at this time.

8. Article 32 - Duration

Positions of the Parties: Historically, Agreements between the Sheriff and unions representing the Corrections Officers have been three-year agreements running from March to March. Consistent with this pattern, the Sheriff proposes that this agreement commence on execution and run until March 7, 2011. The OPBA proposes instead that the Agreement terminate on December 31, 2010 so that it would better correspond to deadlines applicable to implementing conciliation proceedings under Chapter 4117.

RECOMMENDATION: The Fact-Finder recommends that the Agreement, upon execution shall be effective as of March 8, 2008 and shall remain in effect though midnight March 7, 2011. New and revised Article 32 language implementing

this recommendation is attached hereto and incorporated herein as Appendix A to this Report.

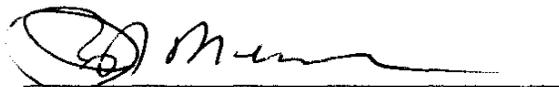
Rationale: Holding to the March 7, 2011 expiration date is consistent with past contracts for the bargaining unit and would keep the Agreement in effect through a date three years after expiration of the prior Agreement. The three-year agreement is by far the most common duration for Ohio public sector agreements. The Fact-Finding Award for the Enforcement Division also recommends an agreement through March 7, 2011.

INCORPORATION OF AGREEMENTS

As requested by the parties, the Fact-Finder incorporates by reference the signed tentative agreements reached by the parties before fact-finding to modify the following articles: Articles 1 – 4, 6 – 11, 13-14, 16, 19, 24-26, 28, 30, and 31. The Fact-Finder also incorporates the parties tentative agreement to retain other language of the prior IUPA Agreement without change, including: Article 12, Probationary Periods; Article 15, Jury Duty; Article 17, Family and Medical Leave; Article 23, Internal Review Procedures/Employee Rights; Article 27, Personnel File; Article 29, Drug/Alcohol Testing. The Fact-Finder recommends inclusion of these tentative agreements in the new Agreement.

SUBMISSION

This Fact-Finding Report is submitted by:


John T. Meredith, Fact-Finder

Shaker Heights, Ohio
December 10, 2008

CERTIFICATE OF SERVICE

This is to certify that the foregoing Fact-Finding Report was sent to the State Employment Relations Board by Regular U.S. Mail and was served upon the parties listed below by overnight mail this 10th day of December, 2008:

Donald J. Binkley, Consultant
Clemans, Nelson & Associates
417 North West Street
Lima, OH 45801-4237

Attorney for the OPBA

Michelle T. Sullivan, Esq.
Allotta, Farley & Widman Co. LPA
2222 Centennial Road
Toledo, OH 43617-1870

Attorney for the Sheriff


John T. Meredith, Fact-Finder

APPENDIX A
RECOMMENDED LANGUAGE CHANGES

Article 5 – Dues and Fair Share Fees Deductions

Sections 5.1 – 5.8. Change references from IUPA to OPBA.

Section 5.9.

A. Bargaining Unit members who are not members of the OPBA shall, as a condition of employment, pay to the OBA a fair share fee. The amount of the fair share fee shall be determined by the OPBA, but shall not exceed dues paid by members of the OPBA who are in the Bargaining Unit. The OPBA shall prescribe an internal rebate procedure which conforms to the applicable law. Such fair share fee shall be certified by the OPBA to the Sheriff at such times during the term of this Agreement as necessary to be accurate. Such payments shall be subject to an internal OPBA rebate procedure meeting all requirements of state and federal law.

B. For the duration of this Agreement, such fair share fees shall be automatically deducted by the Sheriff from the payroll checks of each Bargaining Unit member who is not a member of the OPBA. The automatic deductions shall be made in the first pay period of each month and are subject to the regulations and procedures of the County Auditor. The Sheriff agrees to have the Hancock County Auditor furnish the Financial Secretary of the OPBA once each calendar month, a warrant to the aggregate amount of fair share fees deducted for that calendar month, together with the listing of the Bargaining unit members for who said deductions are made.

C. The automatic deductions shall be initiated by the Sheriff whenever a Bargaining Unit member who is not a member of the OPBA has completed his first one hundred twenty (120) days of employment.

D. The section shall not require any employee to become or remain a member of the OPBA.

E. The fair share fee is strictly to finance the proportionate share of the cost of collective bargaining, contract administration and pursuing matters directly affecting wages, hours, and other terms and conditions of employment of bargaining unit members. The Union agrees to indemnify, defend and hold the Sheriff harmless against any claim made or suit instituted by an employee or others representing an employee as a result of the Sheriff's compliance with the provisions of this section.

Article 18 – Layoff and Recall

Sections 18.1-18.2. Current Agreement.

Section 18.3. An employee who is laid off may use his seniority within the Sheriff's Office to bump an employee in a lesser classification with less seniority, provided he is able to immediately perform the work and has completed the required certification. Bumping shall be permitted as follows:

- A. A senior Corrections Sergeant may bump a less senior Corrections Officer.

An employee bumping into another classification shall be paid at the rate for that classification. No employee shall use his seniority to replace an employee in a higher classification. The right to bump into another classification is limited to twenty-four (24) hours after receiving notice of layoff.

Sections 18.4 – 18.6. Current Agreement.

Section 18.7. Notice of recall from a long term layoff shall be sent to the members by certified or registered mail with a copy to the OPBA. The Sheriff shall be deemed to have fulfilled his obligation by mailing the recall notices as above provided to the last mailing address provided by the member.

Sections 18.8-18.9, Current Agreement.

Section 18.10. The parties agree that the layoff and recall provisions of Article 18 specifically supersede the provisions of R.C. 124.321 through 124.328 as they apply to bargaining unit employees.

Article 20 – Holidays

Section 20.1. The Sheriff agrees to pay all qualified bargaining unit employees covered by this Agreement their regular straight time wages (8 hours) if they are not required to work the holiday. If an employee is required to work the holiday, he shall receive regular straight time pay for the hours actually worked, and, in addition, straight time pay (8 hours) for each of the following holidays:

January 1st (New Year's Day)
 Third Monday in January (Martin Luther King Day)
 Third Monday in February (President's Day)
 Last Monday after the last Sunday in May (Memorial Day)
 July 4th (Independence Day)
 First Monday in September (Labor Day)
 Second Monday in October (Columbus Day)
 November 11th (Veterans Day)
 Fourth Thursday in November (Thanksgiving)
 December 25th (Christmas Day)
 Easter Sunday

If an employee is required to work New Year's Day, Memorial Day, Thanksgiving Day, Christmas Day, July 4th, Easter Sunday or Labor Day, he shall receive time and one-half pay for the hours actually worked, and in addition straight time pay (8 hours) for these holidays. Employees may have the option of taking the eight (8) hours off as compensatory time in lieu of the additional eight (8) hours straight time pay for these seven (7) holidays.

Section 20.2. Current contract.

Article 21 – Wages

Section 21.1. All employees who are covered by this Agreement shall be paid in accordance with the following hourly rate schedule:

Effective March 8, 2008 (2.8% increase)

<u>Classification</u>	<u>Start</u>	<u>After 120 Days</u>	<u>After 1 Year</u>
Corrections Officer (Deputy 1)	\$15.78	\$15.93	\$16.52

Effective March 8, 2009 (2.8% increase)

<u>Classification</u>	<u>Start</u>	<u>After 120 Days</u>	<u>After 1 Year</u>
Corrections Officer (Deputy 1)	\$16.22	\$16.38	\$16.98

Effective March 8, 2010 (2.8% increase)

<u>Classification</u>	<u>Start</u>	<u>After 120 days</u>	<u>After 1 Year</u>
Corrections Officer	\$16.68	\$16.83	\$17.46

Sections 21.2-21.7. Current Agreement

Section 21.8. An employee entitled to overtime pay or compensation must exercise the option to either take the overtime pay of the compensatory time-or in each payroll period in which the overtime was accumulated. Compensatory time shall be taken at a time mutually agreeable to the Sheriff and the employee so as not to interfere with normal operations of the Department. Each employee will be required to execute a form in each payroll period that the overtime is worked designating that the employee desires to receive overtime pay or compensatory time-off. Once the employee has exercised this option the overtime must be used as designated on the holiday-vacation for. An employee shall not receive cash payment for unused compensatory time-off, except at the time of any employee termination, retirement or death, the employee may elect to receive cash for accumulated compensatory time not to exceed 240 hours.

Bargaining unit employees with more than twenty (20) years of service shall not be required to cash in compensatory time over 240 hours already accumulated. Bargaining unit employees with less than twenty (20) years of service shall have until July 1, 2003 to bring their balance to 240 hours by the means available.

An employee who requests the use of compensatory time off, must submit such request to the Employer no less than twenty-four (24) hours and/or no greater than sixty (60) days prior to the date of the request. The Employer will consider requests for compensatory time off submitted less than twenty-four (24) hours that are occasioned by special circumstances.

Section 21.9 – 21.11. Current Agreement.

Section 21.12. In the absence of the Sheriff, Captain, Lieutenant, or Sergeant on a shift, a Deputy 1 may be designated as the Officer In Charge to assume the duties and perform in the capacity of the in-charge officer on the shift. The designated Officer In Charge, in addition to his or her current rate of pay, will receive one dollar and ten cents (\$1.10) per hour for each hour worked as Officer In Charge, as compensation for the added responsibility. To be eligible to be Officer In Charge, the member shall have at least one (1) year of prior service within the Deputy I classification of the Sheriff's Office, and possess the 136 hour basic corrections training. If there are no eligible members on a shift as determined, the Sheriff or his designee shall be on an "on call" status as Officer In Charge. The need for an Officer In Charge status shall be determined by the Sheriff or his designee.

Article 22 – Insurance

Sections 22.1 – 22.7. Current Agreement.

Section 22.8. So long as the County maintains a Health Insurance Committee with employee participation, then one employee from the bargaining unit will be a member of the committee and permitted to participate in the Committee's meetings.

Article 32 – Duration

Section 32.1. The Agreement shall upon its execution by duly authorized representatives of the OPBA and the Sheriff's Office become effective as of March 8, 2008, and shall remain in full force and effect to and including midnight March 7, 2011.

Section 32.2. Current Agreement.

Section 32.3. Written notice provided herein shall be given by personal service or by certified mail to be served upon or mailed to the Hancock County Sheriff, 200 West Crawford Street, Findlay, Ohio 45840 and if upon the OPBA, by serving same upon the President of the local unit or by mailing to the OPBA. Either party may, by like written notice, change the address to which certified mail notice to it shall be given.

Section 32.4. Current Agreement.

STATE EMPLOYMENT
RELATIONS BOARD

2008 DEC 12 P 1:05

John T. Meredith
Attorney, Arbitrator, Mediator

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meredith.john@sbcglobal.net

December 10, 2008

Delivery Via Express Mail

Michelle T. Sullivan
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Don Binkley
Clemans, Nelson & Associates
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Lima, OH 45801

RE: SERB No. 08-MED-08-0763
Ohio Patrolmen's Benevolent Association
and Hancock County Sheriff

Dear Ms. Sullivan and Mr. Binkley:

I am enclosing the Fact-Finder's Report and Recommendations in this case, along with my bill for services. Thank you for your cooperation in this matter.

Very truly yours,



John T. Meredith
Fact-Finder

✓ Cc: Mary Laurent, SERB (w/ encl.)