

Before Louis V. Imundo, Jr., Fact Finder

In the matter of fact finding between

Pickaway County Sheriff

and the

Fraternal Order of Police / Ohio Labor Council, Inc.

SERB Case Nos. 2009-MED-05-0627 & 2009-MED-05-0628

This matter was heard before Louis V. Imundo, Jr., Fact Finder, in Circleville, Ohio on May 26, 2010.

1.0 Introduction

1.1 Appearing For The Sheriff's Office

- John Krock, Esq. Vice President, Clemans-Nelson & Associates, Inc.
- Ryan Scribner, County Administrator
- Robert B. Radcliff, Administrative Lieutenant
- Larry Mosley, Jail Administrator

1.2 Appearing For The Union

- Andrea H. Johan, Staff Representative

2.0 Unresolved Issues

Article 22 – Hours Of Work And Overtime, Section 22.9

Article 24 – Compensation, Sections 24.8, 24.9 & Appendix A

Article 29 – Insurances, Sections 29.1, 29.2, 29.3, 29.4

Article 38 – Duration, Section 38.1

3.0 Findings & Recommendations

The written information provided to the Fact Finder very clearly shows that the County's revenue stream has been severely negatively impacted by the deep recession, which hit the Midwest harder than other parts of the country. In many aspects an economic firestorm hit the country. The nation's financial system came perilously close to collapsing. Housing prices precipitously dropped. Business activity significantly slowed and unemployment rose to a level not seen since the 1930s. The initial impact was on the private sector and it quickly spread to the public sector.

Pickaway County gets nearly all of its monies from taxes and fees. The real estate and County sales tax provides the majority of the monies received from taxes. The collapse of housing prices and record foreclosures has resulted in significantly lower valuations for real estate property taxes. In addition, because unemployment in the County is at a record high and people with jobs are experiencing decreases in their disposable incomes consumer spending has significantly decreased. These conditions have resulted in a decrease in the County's revenues. While cost containment and cost reduction measures have been put into effect revenue is decreasing faster than costs. The Commissioners and the Sheriff have, to date, avoided laying off employees. In no small part this has been due to the union members and their negotiating teams recognizing and accepting the fact that the County is experiencing and will likely continue to experience an environment of declining revenue streams.

The Fact Finder learned that during the course of negotiations there has been some discussion and even controversy about the County's reserve fund, which has been shrinking. This fund is essential because of the time delay between paying bills including employees' wages and the collection of taxes, primarily real estate taxes.

If the fund falls below a certain threshold level, which if the present trend continues it will do, the County will be forced to borrow money from banks in order to pay for operating expenses. The interest cost will become another cost of doing business.

After full consideration of the County's financial condition, both present and projections for the future, in conjunction with the Parties' proposals the Fact Finder recommends the following language be accepted by the Parties and memorialized in the successor agreement.

Article 22 – Hours Of Work And Overtime, Section 22.9

Management proposed that Section 22.9's current language be carried over intact into the successor agreement. The Union proposed that shift selection be based solely on seniority. In the Fact Finder's opinion, the Union made compelling and persuasive arguments to support their position. The Fact Finder recommends that the Union's proposed language, which reads as follows, be adopted:

Non-probationary, full-time employees will be permitted to select their shift according to this section. The Employer will post the work schedules in November of each year for the following calendar year. The work schedule will show the days off and job assignment for each line. The Employer will submit the schedule to the most senior Correction Officer. Non-probationary employees will place their name on the line of the schedule they wish to work. The schedule will continue down through each member until all members have selected a line on the schedule. For the purpose of shift selection herein, seniority shall be defined as continuous service in their current job

assignment. The completed schedules will be posted within fourteen (14) days after the completion of the bidding process. After the completed schedules are posted, employees will then be permitted to submit vacation request in accordance with Article 27 (Vacations) of the Agreement. The schedules will be effective the first full pay period in January each year. Vacancies on the schedules will be filled at the discretion of the Sheriff, or designee, until the next bidding period.

The Parties agreed to re-open this Section for 2011 and 2012.

Article 24 – Compensation, Sections 24.8, 24.9 & Appendix A

Section 24.8 contains language that refers to employees not covered by the Agreement and should not be carried over to the successor agreement. Section 24.9's language is no longer relevant and should not be carried over to the successor agreement.

Management proposed a wage freeze for 2010 and wage re-openers for 2011 and 2012. The Union proposed that Correction Officers' hourly wage rates be increased to be the same as Communication personnel at each step of the wage scale. The Union agreed to wage re-openers for 2011 and 2010.

The County does not have a formal job evaluation system, nor does it use such for evaluating the relative worth of jobs in the Sheriff's Office. At the Hearing there was considerable discussion about the job specifications and compensable factors for Corrections Officer and Communications personnel. The Fact Finder has worked with public safety bargaining units and Sheriff's offices/departments as a grievance and interest arbitrator, mediator, and fact finder for over 30 years and has knowledge about the aforementioned job classifications.

In the Fact Finder's opinion, while Communication personnel need to know and/or quickly learn how to effectively use a variety of communications technologies, their jobs, while at times stressful, are not nearly as stressful as the jobs of Correction Officers. First, there are the potential physical dangers inherent in their work. Second, there are the psychological dangers. In today's world where incarcerated individuals are quick to assert their actual and perceived rights and are very clever when it comes to making it difficult for Correction Officers to do their jobs, a jail is often a very stressful place to work. In the Fact Finder's opinion, on average, it takes Correction Officers less time to reach full proficiency than it does Communication personnel.

In the Fact Finder's opinion, notwithstanding the County's financial situation a serious wage inequity exists between Correction Officers and Communication personnel, which must be corrected.

The Fact Finder recommends the following, effective November 1, 2010, for the life of the successor agreement:

- At Step D Correction Officers be given a \$0.20 per hour parity adjustment
- At Step E Correction Officers be given a \$0.40 per hour parity adjustment.

Correction Officers and Communication personnel should both reach Step E of their respective wage scales in 48 months of continuous service.

Aside from above stated there should be no general wage increase for 2010 and wage re-openers for 2011 and 2012.

All of the other current language in Appendix A should be carried over intact into the successor agreement.

The Fact Finder recommends that the following language be memorialized in the successor agreement:

APPENDIX A

Dispatchers/Communication

January 1, 2010	<u>A</u> \$13.72	<u>B</u> \$14.42`	<u>C</u> \$15.27	<u>D</u> \$15.92	<u>E</u> \$16.71
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- Step A is the starting rate of pay
- Step B is earned after twelve (12) months of continuous service.
- Step C is earned after twenty-four (24) months of continuous service.
- Step D is earned after thirty-six (36) months of continuous service.
- Step E is earned after forty-eight (48) months of continuous service.

Correction Officers

January 1, 2010	<u>A</u> \$13.21	<u>B</u> \$13.98	<u>C</u> \$14.76	<u>D</u> \$15.73 11/1/2010	<u>E</u> \$16.71 11/1/2010
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- Step A is the starting rate of pay
- Step B is earned after twelve (12) months of continuous service.
- Step C is earned after twenty-four (24) months of continuous service.
- Step D is earned after thirty-six (36) months of continuous service.

Step E is earned after forty-eight (48) months of continuous service.

Notation: Correction Corporals shall receive two dollars (\$2.00) per hour supplement to the above hourly rates.

Relief Supervisors assigned to perform the duties of a Corporal shall receive the Corporal rate for those hours.

Correction Officers assigned as Medical Officers will receive a fifty cent (\$.50) per hour supplement. Employees assigned as Program Classification Officers will receive a fifty cent (\$.50) per hour supplement.

Communications Officer assigned the duties of TAC Officer will receive fifty cents (\$.50) an hour supplement.

Article 29 – Insurances, Sections 29.1, 29.2, 29.3, 29.4

Management proposed that healthcare insurance benefits and employee contributions provided to bargaining unit employees be in the same manner and amounts as those provided to non bargaining employees. The Union proposed no change in the current language with the exception that the County contribute seventy five (75%) percent of the premium for family coverage instead of the current seventy (70%) percent.

In the Fact Finder's opinion, Management made very compelling and persuasive arguments in conjunction with empirical data to support their position. For all of the economic and financial reasons previously discussed the Fact Finder recommends that Management's proposed language be memorialized in the successor agreement. Article 29 should read as follows:

ARTICLE 29 **INSURANCES**

Section 29.1. The Employer shall, for the term of this Agreement, make available to each full-time employee in active pay status the level of benefits equal to the plan provided to general fund non-bargaining unit employees. The Employer reserves the exclusive right to select carriers and/or other methods of providing said coverage. Nothing contained herein shall be construed as preventing the Employer from offering bargaining unit employees, on a voluntary basis, alternate health insurance plans as determined by the Board of County Commissioners.

Section 29.2. The Employer agrees to contribute the same percentage of the health insurance premiums for both single and family coverage as is paid for non-bargaining unit employees paid from the County General Fund.

Section 29.3. The Employer agrees to provide, at its expense, term life insurance in the amount of twenty-five thousand dollars (\$25,000) for each employee covered by this Agreement.

Section 29.4. The Employer agrees to contribute the same percentage of the premiums for dental and vision insurance as that provided to the non-bargaining general fund employees.

Article 38 – Duration, Section 38.1

Management proposed a three year agreement with a wage re-opener in 2011 and 2012. The Union agreed with the wage re-opener and voiced no objection to a three year agreement. The Fact Finder recommends the following language for Section 38.1:

ARTICLE 38
DURATION

Section 38.1. This Agreement shall be effective upon signing and shall remain in full force and effect through midnight, August 31, 2012 except that the parties agree to re-open, Article 22, Section 22.9 and Article 24, Appendix A for the second and third years of the Agreement in accordance with R.C. 4117 with said re-opener negotiations starting on or about October each year.

The Fact Finder recommends that all tentatively agreed on articles, sections, paragraphs, items, etc., be incorporated in the successor agreement.

June 10, 2010

Date

Louis V. Imundo, Jr.
Fact Finder