

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

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RELATIONS BOARD

JUNE 29, 2010

ATHENS COUNTY SHERIFF

2010 JUN 30 P 2:42

and

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Case No. 09-MED-09-0968
09-MED-09-0969
09-MED-09-0970

For the County

Patrick Kelly
Edward S. Kim

Athens County Sheriff
Downes Fishel Hass Kim

For the Union

Mark J. Volcheck
Steve Sedwick
John Deak
Doug Crites

Ohio Patrolmen's Benevolent Association
Deputy, Athens County Sheriff's Department
Deputy, Athens County Sheriff's Department
Deputy, Athens County Sheriff's Department

Fact Finder

John P. Downs

INTRODUCTION

This case involves the fact finding process between the County of Athens Sheriff and the Ohio Patrolmen's Benevolent Association. The unit is made up of Deputy Sheriffs, Transportation Officers, and Fiscal Officers.

The parties met on May 12, 2010, at which time all parties agreed to mediation. The parties came to a conclusion that the employer needed to confer with the County Commissioners. After no agreement, then all parties met on June 8, 2010, to continue fact finding on the following issues:

- Wages
- Insurance
- Holidays
- Shift pay

Athens County is located in southern Ohio, which is mostly a rural county with Ohio University being the largest employer.

Presently the Sheriff has a past collective bargaining agreement with this union.

The fact finding proceeding was conducted pursuant to Ohio Collective Bargaining Law and the rules and regulations of the State Employment Relations Board as amended. In making the recommendations in this report, consideration was given to the following criteria listed in Rule 4117-9-05 (K) of the State Employment Relations Board:

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;
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.

Agreed to Articles

The parties have reached tentative agreement on the following articles through traditional contract negotiations as well as one mediation day held by this fact finder:

- Article 1. Agreement
- Article 2. Union Recognition
- Article 3. Dues Check Off
- Article 4. Management Rights
- Article 5. Union Representation
- Article 6. No Strike - No Lockout
- Article 7. Pledge Against Discrimination and Coercion
- Article 8. Labor/Management Meetings
- Article 9. Grievance Procedure
- Article 10. Discipline
- Article 11. Seniority
- Article 12. Filling of Positions
- Article 13. Layoff and Recall
- Article 14. Health and Safety
- Article 15. Subcontracting Out
- Article 17. Pay Checks
- Article 18. Hours of Work
- Article 19. Overtime
- Article 20. Report-in and Call-in Work
- Article 21. Sick Leave
- Article 22. Leaves and Leaves of Absence
- Article 23. Personal Leave
- Article 25. Vacations
- Article 28. Drug/Alcohol Testing
- Article 29. Severability
- Article 30. Waiver in Case of Emergency
- Article 31. Employee Rights
- Article 32. Uniforms and Equipment
- Article 33. Donation of Sick Leave
- Article 34. Application of Civil Service
- Article 35. Duration of Agreement
- New Article Firearm Upon Retirement

The effective date by agreement is to be the date of signing.

Unresolved Articles

The following articles remain in dispute between the parties and have been submitted by the parties for fact finding:

- Article 24. Holidays 24.1 adding Christmas Eve
- Article 26. Insurance
- Article 27. Wage Schedule

Article 24. Holidays

Union's Position

The Union's pre-hearing statement page 7 Article 24.1 added Christmas Eve Day.

The Union's Exhibit #1 Holiday comparison shows the Athens County Sheriff has 10 holidays per year, the Athens County 911 has 11 holidays per year, and the Athens County Engineer has 12 holidays per year.

The Union's Exhibit #2 Jurisdiction shows the Athens County Sheriff has 10 holidays per year, City of Athens 11 days per year, and Ohio University has 11 days per year.

The Union's Exhibit #3 Holiday Comparison by SERB Southeast Region shows 21 counties of which seven have 12 holidays, four have 11, and ten have 10.

Employer's Position

The Sheriff Department's position is opposed due to the current economic and financial situation and the cost impact on the county.

RECOMMENDATION

It is recommended that adding Christmas Eve Day to Article 24.1 would have a cost impact to the Sheriff's Department, therefore, I deny the Union's request.

Rationale

After reviewing all of the available information submitted by the parties, including the Union's Exhibit 3 from SERB which indicates 10 out of 21 employers have 10 holidays per year which seems to be the norm.

Articles 24.2 and 24.3 proposed language was acceptable to both parties.

Article 26. Insurance

Employer's Position

The Sheriff Department's position is to maintain the current language for hospitalization insurance to be 10% of the premium to be paid by the employee for single coverage and 20% to be paid by the employee for family coverage.

Union's Position

The Union's position is that enforcing the current language will harm its members by forcing them to pay approximately \$1,900 to \$2,000 more a year for family coverage.

The Union's Exhibit #4 was the 2008-2009 SERB report of medical premiums.

The Union's Exhibit #5 gives insurance rates and the portion the employee pays.

The Union's Exhibit #6 shows the monthly employee premium contributions for the Athens County Engineer, City of Athens, and the Athens County 911.

The Union's Exhibit #7 is a chart of health insurance premium contribution comparisons for various sheriff departments in the southern half of the state.

RECOMMENDATION

It is recommended that the current language remain with the employee paying 10% of the premium for single coverage and 20% of the premium for family coverage for hospitalization insurance.

Rationale

After reviewing all of the available information submitted by the parties it does not convince me that any change in percentages paid by the employees is needed. Any past practice which was contrary to the contract has been corrected.

Article 27. Wage Schedule

Union's Position

The Union requested that the wage increases in the contract be retroactive to the first day of the pay period after December 31, 2009 and the same pattern occur in 2011 and 2012. They requested an increase of 3% for each of the three years.

The Union's Exhibit #8 is a history of wages with the Sheriff Department from 2001-2009. The average increase is 3.5%, therefore, they feel their request for 3% is very reasonable.

The Union's Exhibit #9 is the Athens County peace officer comparable analysis of man power.

The Union's Exhibit #10 is the Athens County Deputy comparison of benefits with Athens city, Ohio University and Athens County. Note: Athens County uniform costs of \$800 were provided by the Sheriff at my request.

The Union's Exhibit #11 is the SERB wage increases report with a population of 50K to 75K for deputies.

The Union's Exhibit #12 is the population of 21 counties in southeast Ohio.

The Union's Exhibit #13 is the map showing unemployment rates by county dated March 2010.

The Union's Exhibit #14 is SERB wage increase report dated May 10, 2010.

The Union's Exhibit #15 is a comparison of benefits in 10 southeast Ohio counties.

The Union's Exhibit #16 is a copy of unencumbered funds for Athens County as of January 1, 2010, General Fund \$1,634,177.71.

Employer's Position

The Sheriff Department's position is that he may need new cruisers and can only afford 1%, 2%, and 2% wage increases due to the county commissioners only appropriating enough monies to cover these amounts. His entire budget was only increased by 3%. The Union's use of comparables was questioned by the employer as they felt only contiguous counties should be used for comparison. It was pointed out that various sheriff departments were laying off employees due to financial difficulties.

The Employer questioned Exhibits #9 and #10 as they felt there was a big difference between the City of Athens and Ohio University.

The Employer questioned Exhibit #11 as they felt using the year 2007 is not equal to the current times in 2010.

The Employer also questioned Exhibit #15 as they felt the comparison was unfair as it did not take into consideration any new equipment and they can only afford an increase of 1% for the first year and 2% for the following two years.

The Union felt that 1%, an increase of \$.20 an hour, is a very low increase but asked that I consider it.

RECOMMENDATION

After a review of all materials submitted by both parties I grant the following increase to wages:

- 2% first year
- 2% second year
- 2% third year

Rationale

The Union's arguments and materials were persuasive. The Sheriff Department's position based on economy is understandable, however, the Union's exhibit on county funds was more persuasive.

Article 27. Wage Schedule (Longevity 27.7)

Union's Position

The Union's proposal is to increase the annual rate of the longevity pay supplement from \$100 to \$200 for each year of service after the fifth year of service.

The Union's Exhibit #17 is a comparison of longevity pay supplements for counties in the southern half of Ohio.

The Union's Exhibit #18 is a comparison of longevity pay supplements for Ohio University and the City of Athens.

Employer's Position

The Employer's position is to not change the current longevity pay supplement from \$100 for each year of service after the fifth year of service.

RECOMMENDATION

After reviewing all information submitted by the parties, I recommend no change in Section 27.7.

Article 27. Wage Schedule (Shift Differential Pay 27.10)

Union's Position

The Union proposed to institute a shift differential of \$.25 an hour for afternoon shift and \$.50 an hour for night shift.

The Union's Exhibit #19 is a Comparison Ohio University and City of Athens.

The Union's Exhibit #20 shows the shift pay for Athens 911.

The Union's Exhibit #21 shows the shift differential comparison of two contiguous counties, Hocking county \$.20 per hour and Perry County \$.50 per hour.

Employer's Position

The Employer is against this proposal due to the same economic reasons as outlined above and the fact that a significant majority of the employers do not have any shift differential.

RECOMMENDATION

After a review of all materials submitted by both parties and a review of the contiguous counties I grant \$.15 for afternoon shift and \$.25 for night shift.

Rationale

The Union was more persuasive in this argument.

It was recommended to both parties that Article 27 Section 27.8 Athens County pick up of the employee's share of PERS should be deleted since neither party is utilizing this section. However, both parties requested to leave this article in this contract.

Article 35. Duration of Agreement

The duration of this agreement was agreed to by both parties to be from the date of signing to December 31, 2012.

TOTALITY OF AGREEMENT

It is recommended that all agreed to articles prior to fact finding be included in the agreement.

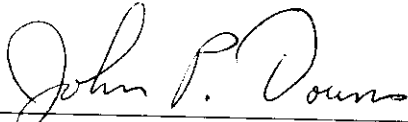
This will affirm the foregoing report, consisting of nine pages, includes the findings and recommendations set forth in the award by the fact finder.

Any matter presented before the fact finder and specifically addressed in this determination and award were given consideration but are not recommended for inclusion in the agreement.

If there is found conflict in the report between this fact finder's discussion and recommendation, the language in the recommendation shall prevail.

To the best of my knowledge, said report and its included recommendations complies with applicable provisions of ORC 4117 and related Rules and Regulations adopted by the State Employment Relations Board.

I, therefore, offer my signature at my address in the county of Pickaway in the State of Ohio this date of June 29, 2010.



John P. Downs, Fact Finder

CERTIFICATE OF SERVICE

STATE EMPLOYMENT
RELATIONS BOARD

This will affirm that the Fact finding Report in the Matter of Fact finding between

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THE ATHENS COUNTY SHERIFF'S
DEPARTMENT

CASE NO: 09-MED-09-0968
09-MED-09-0969
09-MED-09-0970

V

OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

was served to the below named parties at the stated addresses


Edward S. Kim
Downes Fishel Hass Kim LLP
400 South Fifth Street, Suite 200
Columbus, OH 43215

Mark J. Volcheck
Ohio Patrolmen's Benevolent Assn.
92 Northwoods Blvd., Suite B-2
Columbus, OH 43235

by U.S. Postal Service mailed, overnight express on June 29, 2010.

Copy of this Award was submitted by U.S. Postal Service, First Class Mail to
Director, Bureau of Mediation, SERB, 65 E. State St., Columbus, OH 43215-4213, on
June 29, 2010.

I affirm, to the best of my knowledge that the foregoing is true and accurate and in
keeping with ORC 4117 and related SERB Rules and Regulations.



John P. Downs, Fact Finder: June 29, 2010