

FACT-FINDING REPORT

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

January 20, 2011

In the Matter of:

Stark County Sheriff's Department	)	
	)	
and	)	Case Nos. 10-MED-04-0552
	)	10-MED-04-0553
Fraternal Order of Police	)	
Ohio Labor Council, Inc.	)	

APPEARANCES

For the Sheriff's Department:

Vivianne Whalen, HR Director/Staff Attorney  
Tim Swanson, Sheriff  
Linda Steiner, Fiscal Manager  
Mike McDonald, Chief Deputy, Operations  
Rick Perez, Chief Deputy, Jail Division

For the Union:

Rick Grochowski, Staff Representative  
Eric Changet, Committee Member  
George Macris, Committee Member  
Dave Emery, Committee Member

Fact-Finder:

Nels E. Nelson

## BACKGROUND

The instant case involves the Stark County Sheriff's Department and the Fraternal Order of Police, Ohio Labor Council, Inc. The department provides law enforcement in Stark County and operates the county jail. The union represents approximately 37 correction officers and 48 clerks, dispatchers, and mechanics employed by the department.

The dispute arises out of the parties' attempt to negotiate a successor to the collective bargaining agreement that expired on June 30, 2010. The parties met on a number of occasions in an attempt to reach an agreement. When they were unable to reach an overall agreement, the union invoked the fact-finding process.

The Fact-Finder was informed of his selection on October 4, 2010. A fact-finding hearing was held on January 10, 2011. At that time, the Fact-Finder and the parties engaged in mediation in an attempt to resolve the dispute. At the conclusion of the hearing, the parties agreed that the Fact-Finder should issue a report and recommendations based on his discussions with them. They further agreed that in order to expedite the settlement of the dispute, he should issue his recommendations without discussing their positions and without providing any rationale for his recommendations.

The negotiations between the parties were made difficult by the economic situation facing Stark County. It has experienced significant declines in sales tax collections, which has resulted in limits on the department's funding, and as a result, layoffs in the department. In addition, the members of the two bargaining units involved in the dispute received no wage increases in 2009 or 2010 and have agreed to another wage freeze in 2011.

The recommendations of the Fact Finder are based upon the criteria set forth in Section 4117-9-05(k) of the Ohio Administrative Rules. They are:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) 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;
- (c) 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;
- (d) The lawful authority of the public employer;
- (e) The stipulations of the parties;
- (f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute procedures in the public service or in private employment.

## ISSUES

The parties have agreed on nearly all of the provisions to be incorporated in the new contract and concur that the agreement should be effective July 1, 2010, and expire on June 30, 2011. The issues before the Fact-Finder are Article 14, Section 14 - Sick Leave Bonus; Article 19 - Health Insurance; and a side letter relating to layoff and recall. The Fact-Finder's recommendations for these three issues are as follows:

1) Article 19 - Insurance - The Fact-Finder recommends the following contract language:

Section 1. The Employer agrees to continue, for the life of this Agreement, the same insurance coverage as provided to all other County employees under the County's Group Insurance Plan.

If the Union chooses to make arrangements to present another option of insurance coverage, Employees may choose this other option through a Stark County Sheriff group plan option. If the cost of the optional insurance exceeds the amount paid by the Employer or the County under the County's Group Insurance Plan, the Employee shall pay the difference, which amount shall be deducted each month from the Employee's payroll check.

Effective January 1, 2011, Employees covered by the County's Group Insurance Plan with family coverage shall pay four percent (4%) of the premium costs in twelve (12) monthly increments subject to a cap of \$50 per month. Employees with single coverage shall pay four percent (4%) of the premium subject to a cap of \$25 per month.

Effective January 1, 2011, Employees covered by the Union Insurance Plan shall continue to pay the same dollar amount toward the cost of single or family coverage as under the prior agreement.

Employee contributions for the group health insurance plans shall be eligible for pre-tax treatment under the County's Section 125 Plan if permitted by plan regulations. With proof of coverage through an Employer other than Stark County, an employee may elect to receive \$100.00 per month in lieu of participation in either of the Health Insurance Plans, if permitted by plan regulations.

## 2) Article 28 - Sick Leave, Section 14 - Sick Leave Bonus - The Fact-

Finder recommends the following contract language:

Section 14. In recognition of an employee's exemplary record of perfect attendance, all employees governed by this agreement who complete a quarter (1/4) of the year with perfect attendance (January 1 to March 31; April 1 to June 30; July 1 to September 30; October 1 to December 31), with no days absent for any reason whatsoever, shall be entitled to receive a bonus equal to four (4) hours pay at his or her current rate of salary. If an employee completes two consecutive quarters with perfect attendance, with no days absent for any reasons whatsoever, the employee shall be entitled to receive a bonus equal to six (6) hours of pay at his or her current rate of salary. If an employee completes three (3) consecutive quarters of the year with perfect attendance, with no days absent for any reason whatsoever, the employee shall be entitled to receive a bonus equal to eight (8) hours pay at this or her current rate of salary. If an employee completes (4) consecutive quarters (i.e., one complete year) of the year with perfect attendance with no days absent for any reason whatsoever, the employee shall be entitled to receive a bonus equal to eighteen (18) hours of pay at his or her current rate of salary. Vacation, holidays, bereavement leave, military leave, jury duty, union leave, family

medical leave, or approved disability leave used shall not be counted as a day absent for purposes of this section. A separate check for the bonus amount shall be issued on the pay day of the pay period which includes the last day of the quarter.

3) Side Letter - Layoff and Recall - The Fact-Finder recommends the

following contract language:

In consideration of the bargaining units accepting no raises for the 2008-2009, 2009-2010, and 2010-2011 contracts, the parties agree as follows:

To the extent possible considering the operational needs of the Employer, when laying off bargaining unit members assigned to the jail division, the Sheriff will not lay off a bargaining unit member instead of a member of another bargaining unit with less agency seniority.

This side letter will be in effect for the 2010-2011 contract only and after that the parties will revert to current language (contained in the 2008-2009 contract) unless alternative language is agreed to by the parties.



Nels E. Nelson  
Fact-Finder

January 20, 2011  
Russell Township  
Geauga County