

STATE OF OHIO  
BEFORE THE OHIO STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF FACT-FINDING : SERB Case Numbers: 2010-MED-10-1558  
: 2010-MED-10-1559  
BETWEEN THE : 2010-MED-10-1560  
:  
CRAWFORD COUNTY SHERIFF, :  
CRAWFORD COUNTY, OHIO, :  
: Date of Fact-Finding Hearing  
Employer : December 20, 2010  
:  
AND THE :  
:  
FRATERNAL ORDER OF POLICE, : Howard D. Silver  
OHIO LABOR COUNCIL, INC., : Fact Finder  
:  
Union :

FACT FINDER'S REPORT AND RECOMMENDED LANGUAGE

APPEARANCES

For: Fraternal Order of Police, Ohio Labor Council, Inc., Union

Andrea H. Johan  
Staff Representative  
Fraternal Order of Police, Ohio Labor Council, Inc.  
222 East Town Street  
Columbus, Ohio 43215-4611  
ajohan@fopohio.org

For: Crawford County Sheriff, Crawford County, Employer

Marc A. Fishel  
DOWNES FISHEL HAAS KIM LLP  
400 South Fifth Street, Suite 200  
Columbus, Ohio 43215  
mfishel@downesfishel.com

This matter came on for fact-finding hearing at 10:00 a.m. on December 20, 2010 within the offices of the Crawford County Sheriff, 3613 Stetzer Road, Bucyrus, Ohio 44820. At the hearing both parties were afforded a full and fair opportunity to present evidence and arguments in support of their positions. The fact-finding hearing concluded at 2:30 p.m. on December 20, 2010.

This fact-finding process proceeds under the authority of Ohio Revised Code section 4117.14 and in accordance with rules adopted by the Ohio State Employment Relations Board, including Ohio Administrative Code section 4117-9-05. Both parties have carried out their respective obligations in filing with the fact finder and each other the pre-hearing information required by Ohio Revised Code section 4117.14(C)(3)(a) and Ohio Administrative Code section 4117-9-05(F). The current collective bargaining agreement between the parties for the Blue Unit, comprised of full-time Road Patrol Deputies, Corrections Deputies, and Investigators; for the Gold Unit, comprised of Captains and Sergeants; and for the Dispatchers' Unit, comprised of nine dispatchers, is in effect from January 1, 2009 through December 31, 2011.

#### OUTSTANDING ARTICLES

The Articles that were unresolved between the parties at the time of the fact-finding hearing on December 20, 2010 were:

Article 13 - Medical Insurance

Article 24 - Officer in Charge

Article 41 - Compensation

Article 46 - Shift Differential

At the fact-finding hearing the parties reached tentative agreement on retaining the current language of Article 24, Officer in Charge, and Article 42, Shift Differential.

#### FINDINGS OF FACT

1. The parties to this fact-finding process, the Crawford County Sheriff, Crawford County, Ohio, the Employer, and the Fraternal Order of Police, Ohio Labor Council, Inc., the Union, reopened bargaining in 2010 but were unable to reach an agreement so the parties agreed to retain current language.

2. The collective bargaining agreement now in effect between the Employer and the Union for the Blue, Gold, and Dispatchers' bargaining units is effective from January 1, 2009 through December 31, 2011.

3. This fact-finding procedure addresses three bargaining units: a bargaining unit comprised of full-time Road Patrol Deputy Sheriffs, Corrections Deputies, and Investigators, the Blue Unit, SERB case number 2010-MED-10-1558; a bargaining unit comprised of full-time Crawford County Sheriff's Office Sergeants and Captains, the Gold Unit, SERB case number 2010-MED-10-1559; and the Dispatchers' Unit, SERB case number 2010-MED-10-1560.

4. The Crawford County Sheriff, Crawford County, Ohio is a public employer pursuant to Ohio Revised Code section 4117.01(B).

5. The Union is the exclusive representative of all three bargaining units pursuant to Ohio Revised Code sections 4117.01(E) and 4117.05.

#### DISCUSSION AND RECOMMENDED LANGUAGE

##### Article 24 - Officer in Charge

At the fact-finding hearing the parties reached tentative agreement on retaining the current language of Article 24, Officer in Charge. The fact finder recommends the retention of this language.

Recommended language - Article 24 - Officer in Charge

Section 24.1 - Maintain current language.

##### Article 42 - Shift Differential

At the fact-finding hearing the parties reached tentative agreement on retaining the current language of Article 42, Shift Differential. The fact finder recommends the retention of this language.

Recommended language - Article 42 - Shift Differential

Sections 42.1, 42.2, and 42.3 - Retain current language.

##### Article 41 - Compensation

Article 41 includes section 41.1, Wage Scale, and section 41.2, Longevity. The Employer proposes freezing the wage scale and retaining the longevity provision. The Union has proposed a

six percent wage increase to commence January 1, 2011. The Union points out that the Employer's wage proposal leaves bargaining unit members without a wage increase for a second consecutive year.

The issue of compensation includes a consideration of the Employer's ability to pay. Both parties have presented credible evidence in support of their respective views of the Employer's financial condition, and the Employer's prospects in terms of expenses and revenues in calendar year 2011.

The Employer's presentation of evidence on the economic condition of Crawford County describes a county that lost 7.59% of its population from 2000 to 2009 and has a population that is trending older, a county with an unemployment rate of 11.3%, an unemployment rate that is 19% higher than the state unemployment rate and 25.5% higher than the national unemployment rate. The difficulties engendered by a national recession and an 8.0 billion dollar deficit at the state level are real and demand a responsible approach.

The Crawford County General Fund depends upon sales tax revenues. In 2008 Crawford County's General Fund's revenue from the sales tax amounted to 3.4 million dollars. By 2010, sales tax revenue for Crawford County's General Fund had fallen to 2.94 million dollars, a drop of 13.5%. From 2010 to an estimated 2011, the Crawford County Justice Center sales tax revenue dropped from 1.3 million dollars to an estimated 1.09 million dollars, a drop of 16.5%.

A levy was passed in Crawford County to fund police operations in the County's Sheriff's Office but the levy proceeds do not provide all the funds that are needed to operate the Sheriff's Office and the Justice Center.

It is also the case that the Crawford County Commissioners determine how much of Crawford County's General Fund is to be devoted to the Sheriff's Office. The levy funds county uniformed law enforcement operations in Crawford County; the County Commissioners retain control over the size of the Crawford County Sheriff's budget by determining how much of the County's General Fund is to be devoted to the Sheriff's Office.

The Union points to the active support from the bargaining unit members for the levy and the bargaining unit members' expectation that the passage of the levy would mean increased funds made available to the Sheriff's Office.

The economy - nationally, regionally, and locally in Crawford County - is stagnant, with jobs and revenues tending to hold steady without an increase in either, after a precipitous drop in both beginning in the last quarter of 2008. Health care coverage costs continue to outstrip rates of inflation by a wide margin.

The fact finder is persuaded that the financial condition of Crawford County does not at present show an ability to pay a wage increase in 2011. The fact finder therefore recommends the Employer's position on freezing the wage scale in Article 41, section 41.1 for 2011.

Recommended language - Article 41 - Compensation

Section 41.1 - Retain current language.

Article 13 - Medical Insurance

The Employer seeks an increase in health care coverage contributions from bargaining unit members, from 19% to 23%, thereby reducing the Employer's contribution from 81% to 77%. In 2011 all other Crawford County employees participating in the health care coverage pool offered by the County will contribute 23% toward the costs of their health care coverage.

The Union points to the wage freeze proposed for 2011 and urges the fact finder not to inflict a greater expense on bargaining unit members under this circumstance. The Union also referred to the bargaining unit member's dissatisfaction with the coverage plans that have been offered.

The fact finder acknowledges the burden of increased health care coverage expenses but this is an essential benefit to bargaining unit members and their families that costs substantially more each year. The 4% increase is onerous but it is an increase every member of the coverage pool will bear equally. The Employer still pays for 77% of this cost. The fact finder favors an equal sharing of this increased burden and recommends the Employer's proposal on health insurance.

There is a practice imposed by the Employer in Crawford County among bargaining unit members who have selected and are

paying for family coverage. This practice demands a \$100 monthly payment if the employee's spouse is included in the family coverage. This \$100 monthly payment, \$1200 per year, is not part of the premium required for coverage by the medical insurance carrier; it is intended as a disincentive to have a spouse on the family's plan.

The fact finder is mindful of the bargaining unit member's participation in the belt-tightening required to maintain current staffing levels and finds the \$100 surcharge demanded for a spouse's coverage under a family plan to be unnecessary and unsupported by the evidence. The fact finder recommends language that bars this practice in Article 32, section 32.2.

Recommended language - Article 13 - Medical Insurance

Section 32.1

The Employer shall continue to provide the current health insurance coverage for 2011. The Employer and the Union shall establish a joint committee to analyze health insurance savings, including health savings accounts. All insurance shall include hospitalization, major medical and prescription coverage. The committee shall be a cooperative sharing of information and resources and shall include representatives of the Union, the Employer and the County. The Employer shall take reasonable action to keep insurance costs from exceeding a seven point five percent (7.5%) increase.

Section 32.2

The Employer agrees to pay 77% of the cost of both single and family plans for the duration of the Agreement. Employees shall pay the difference, through payroll deduction, between the amount paid by the Employer and the actual rate of the premium. An employee's contribution for family coverage shall not be increased by extra fees for spousal coverage.

In making the recommendations presented in this report, the fact finder has considered the criteria presented by Ohio Revised Code section 4117.14(C)(4)(e) and section 4117-9-05(K) of the Ohio Administrative Code.

Finally, the fact finder reminds the parties that any mistakes in the language recommended by the fact finder are correctable by agreement of the parties pursuant to Ohio Revised Code section 4117.14(C)(6)(a).

*Howard D. Silver*  
Howard D. Silver  
Fact Finder

Columbus, Ohio  
January 24, 2011

CERTIFICATE OF SERVICE AND FILING

I hereby certify that the foregoing Fact Finder's Report and Recommended Language in the Matter of Fact-Finding Between the Crawford County Sheriff, Crawford County, Ohio and the Fraternal Order of Police, Ohio Labor Council, Inc., SERB case numbers 2010-MED-10-1558, 2010-MED-10-1559, and 2010-MED-10-1560, was filed, via electronic mail, with the State Employment Relations Board, [MED@serb.state.oh.us](mailto:MED@serb.state.oh.us), and served via electronic mail on the following, this 24th day of January, 2010:

Andrea H. Johan  
Staff Representative  
Fraternal Order of Police, Ohio Labor Council, Inc.  
222 East Town Street East Broad Street  
Columbus, Ohio 43215-4611  
ajohan@fopohio.org

and

Marc Fishel  
DOWNES FISHEL HAAS KIM LLP  
400 South Fifth Street, Suite 200  
Columbus, Ohio 43215.  
mfishel@downesfishel.com

*Howard D. Silver*

Howard D. Silver  
Fact Finder

Columbus, Ohio  
January 24, 2011