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November 11, 2011

State Employment Relations Board
65 East State Street
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Columbus, Ohio 43215-4213

ATTN: DONALD M. COLLINS – www.serb.state.oh.us (via e-mail)
GENERAL COUNSEL

**RE: STATE EMPLOYMENT RELATIONS BOARD
(FACT-FINDING)**

**FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC. (Union)**

and

**OTTAWA COUNTY SHERIFF (Employer)
(FULL-TIME DEPUTIES & DETECTIVES)**

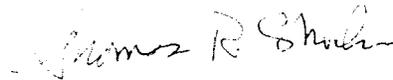
**CASE NOS.: 11-MED-06-0903
11-MED-06-0904
11-MED-06-0905
11-MED-09-1120**

Dear Mr. Collins:

Enclosed herein, please find a Fact-Finding Report and Recommendation, in regard to the above-captioned matter.

Thank for your courtesy and cooperation herein.

Very truly yours,



Thomas R. Skulina

TRS/cad
Enclosure

cc: Jackie Wegman w/copy Enclosure (Fax – 1-614-224-5775)
Edward Kim, Esquire w/copy Enclosure (Fax – 614-221-8769)

STATE OF OHIO STATE EMPLOYMENT RELATIONS BOARD

**RE: FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC. (Union)
and
OTTAWA COUNTY SHERIFF (Employer)
(FULL-TIME DEPUTIES & DETECTIVES)
CASE NOS.: 11-MED-06-0903
11-MED-06-0904
11-MED-06-0905
11-MED-09-1120**

**FACT-FINDING REPORT AND RECOMMENDATION OF THOMAS R.
SKULINA, FACT-FINDER**

HEARING

The fact-finding hearing was conducted on October 28, 2011 in the Ottawa County Courthouse in Port Clinton, Ohio. The union was represented by Jackie Wegman, Staff Representative. The employer's advocate was Edward Kim, Esquire of the firm Downes Fishel Hass Kim, LLP. Pre-Hearing Statements were filed by both parties.

BARGAINING UNITS

There are three collective bargaining agreements. Sergeants and Corrective Officers expires September 30, 2011, Dispatchers on September 30, 2011 and Road Deputies and Detectives on December 31, 2011.

There is one Corrections Administrator Lieutenant, eight Sergeants, thirteen Road Deputies, two Detectives, twenty-four Corrective Officers and nine Dispatchers.

ECONOMIC STATUS

There is time when the economy is not doing well. Testimony indicates that gross monies shall receive cuts from the Federal Government as well as State budget cuts.

There is an added sales tax of ¼% which has added cash to the county in 2010 and 2011. The tax ends in 2013.

ISSUES ADDRESSED AT HEARING

There were seven issues presented at this hearing. The parties advised that they had agreed on a number of issues prior to this hearing.

ISSUE 1 – OVERTIME

Section 20.7

This original section treats paid vacation paid, sick leave, compensatory time, paid military leave, and paid court leave as active pay status and counted as time worked.

The employer opted to take out such leave and compensatory time as time worked but conceded that if there is no wage increase, it would get along with the status quo.

I recommend that the original contract language of Section 20.7 be retained.

ISSUE 2 – WAGES – ARTICLE 25

The county has not been able to raise non-bargaining employees for the last three years though these units got three percent per year.

The sales tax is certainly a plus, however, it has a short life span until 2013.

Whether it is renewed is certainly a factor. Whether the economy picks up and state and federal support get better is an issue.

In view of these factors, plus the favorable recommendation on Issue 1, I shall agree with the employer for no wage increase for the first year of the contract. I also recommend that the contract be re-opened both in the second and third year of its enactment.

Revenues of the county were less but for the ¼% sales tax which ends in 2013.

In the second year of the contract, the possibility of an extension of this tax or recovery in the county revenue would factor in a raise for these bargaining member employees.

ISSUE 3 – ARTICLE 26 – MEDICAL AND LIFE INSURANCE

The employer seeks to eliminate the five percent limit on health care premium costs and be the same as other county commission employees.

Since I agreed on the wage freeze for one year, I recommend the union's position of "no charge" on this article.

Incidentally, the county is self-insured.

ISSUE 4 – ARTICLE 29 – SICK LEAVE

Section 29.14 Sick Leave Conversion

The employer seeks to have the option to convert sick leave to cash to be at the discretion of the commissioner annually.

Since I agreed on the wage freeze for one year, I recommend the union's position of "no change" on Section 29.14.

ISSUE 5 – HOLIDAYS

The union employees currently receive ten holidays plus any additional holidays the county commissioner may declare in a given year.

The union requests that Christmas Eve and New Year's Eve be added.

There was no convincing comparable evidence to convince me that in this stressed economic situation that this be sustained.

I recommend the current language be retained.

ISSUE 6 – ARTICLE 37 – CALAMITY DAYS

The employer seeks to cut the pay for work during a declared emergency period to “time and one half” from the clockable time in the present CBA.

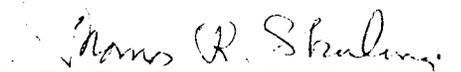
There was not enough presented to convince this fact-finder that this should be recommended.

I recommend the present language (“double time”) be retained.

ISSUE 7 – ARTICLE 47 – DURATION

The parties had agreed to a three year agreement. There shall, however, by a re-opener solely for the wage issue during the second and third years of the agreement.

I recommend that the contracts last for three years except that the wage provisions shall be re-opened for negotiation both in the second and the third year of the contracts.



THOMAS R. SKULINA
FACT-FINDER

Dated: November 11, 2011