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STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

In Regard To The Matter Of The Fact-Finding Between:

CRAWFORD COUNTY SHERIFF ) CASE NO(S):  
 ) 11-MED-09-1232;  
-AND- ) 11-MED-09-1233 &  
 ) 11-MED-09-1234  
FRATERNAL ORDER OF POLICE,) )  
OHIO LABOR COUNCIL, INC. ) )

ATTENDANCE:

For The County:

Edward S. Kim, Esq.,	Attorney
Honorable Ronny Shawber	Sheriff
Scott Kent	Lieutenant

For The Union:

Ross Radar	Staff Representative
Jeramiah McCracken	Deputy, Road Patrol
Eric Johns	Deputy, Corrections Facility

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BEFORE ALAN MILES RUBEN, FACT-FINDER  
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**BACKGROUND:**

Crawford County is located in central Ohio, some sixty miles north of the State Capitol of Columbus. It consists of approximately 400 square miles, and has a 2010 census population of 43,389. Although mostly rural, it has two municipalities - Bucyrus and Gallion.

The County renders a range of services to its residents, particularly to those living outside municipal jurisdictions. As here relevant, the Crawford County Sheriff provides Road Patrol and other law enforcement services and correctional facility management.

Effective as of May 1, 2003, pursuant to certifications from the State Employment Relations Board, the Sheriff's full-time employees were organized into three Bargaining Units. The so-called "Blue Unit" consists of personnel in the classifications of Road Patrol Deputy (15), Corrections Deputy (27)<sup>1</sup> and (Deputy) Investigator. The "Gold Unit" includes eleven

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<sup>1</sup> Corrections Deputies are not required to hold Peace Officer Certification.

Supervisors in the classifications of Sergeant and Captain. The third Unit contains nine employees in the Dispatcher classification. All three Units are exclusively represented by the Fraternal Order of Police, Ohio Labor Council, Inc.

The three Units were consolidated for negotiations, and the Sheriff and the Union became parties to a single Collective Bargaining Agreement, which became effective as of January 1, 2009 for an initial three year term.

The Agreement provided for a November 1, 2009 "reopener" to consider proposals to amend Articles 13 - "Medical Insurance"; Article 24 - "Officer-in-Charge"; Article 41 - "Compensation (Wage and Longevity Rates) and Article 42 - "Shift Differential".

Pursuant to this re-opener, the parties executed an "Addendum" to retain the terms of Articles 24, 41 and 42, without change, but to modify the Medical Insurance terms beginning in 2010, inter alia, to increase the

amount of employee contributions towards the cost of insurance.

This Addendum also allowed for a second reopener in 2011 for the purpose of again considering the terms of these four Articles.

When this second set of negotiations reached impasse, the parties initiated Fact-Finding and subsequently Conciliation proceedings. The Conciliator's April 7, 2011 Award was memorialized in a second Addendum wherein wages were increased and the Employer's share of health insurance premiums was reduced.

With the expiration date of the 2009 Agreement approaching, the parties met on four occasions - February 14<sup>th</sup>, March 14<sup>th</sup>, and 27<sup>th</sup>, and May 8<sup>th</sup>, 2012 - to negotiate a successor Contract, but were unsuccessful resolving all issues.

The parties did reach a tentative agreement with respect to Article 16 - "Personnel Files".

The parties further tentatively agreed that, except for the provisions of the Articles set forth below, all

other Articles of the expired Contract were to be carried forward and incorporated into the new Agreement, mutatis mutandis.

Remaining unresolved were proposals respecting:

Article 13 - "Medical Insurance";  
Article 14 - "Discipline & Records";  
Article 21 - "Hours of Work and Overtime";  
Article 24 - "Officer-in-Charge Pay";  
Article 27 - "Vacation";  
Article 35 - "Family Medical Leave";  
Article 41 - "Compensation";  
Article 42 - "Shift Differential";  
Article 46 - "Duration", and  
New Article - "Mid-Term Bargaining"

Impasse was declared and on November 23, 2011 the undersigned was appointed Fact-Finder to make recommendations on all outstanding issues.

At the parties direction the Fact-Finder held an evidentiary hearing on August 22, 2012.

Timely in advance of this session, the parties provided the Fact-Finder with the statements required by Ohio Revised Code Section 4117.14(C)(3)(a), and Ohio Administrative Code 4117-9-05(F).

The evidentiary hearing was held as scheduled. The Fact-Finder attempted mediation, and was successful in bringing the parties to reach additional tentative agreements on the following issues:

1. Article 14 - "Discipline and Retention of Records";
2. Article 21 - "Hours of Work and Overtime";
3. Article 24 - "Officer-in-Charge";
4. Article 27 - "Vacation".

The Fact-Finder finds appropriate and recommends the adoption of all of the tentative agreements.

With the following exceptions, other proposals of the parties to add new provisions and to amend other Articles and Sections of Articles of the 2009 Contract were withdrawn and are deemed to have been abandoned.

Remaining unresolved were proposals to amend:

1. Article 13 - "Medical Insurance";
2. Article 41 - "Compensation";
3. Article 42 - "Shift Differential", and
4. Article 46 - "Duration"

Prefacing their respective evidentiary presentations, on these issues, the parties jointly offered their expired Collective Bargaining together with the Addenda

which incorporated the changes resulting from the two re-opener proceedings.

The Union submitted the following documentary evidence: a summary of the current health insurance plans, employer-employee health insurance premium cost sharing in the six Counties contiguous to Crawford and the nine Counties bordering those six; a survey of the starting and top wages paid Deputies, Sergeants, Lieutenants or Captains and Dispatchers in five of the contiguous Counties, and in the nine other Counties; a chart based upon a SERB Benchmark Report issued May 22, 2012, showing the average rank differentials paid to Sergeants, Lieutenants and Captains, plus the rank differentials in all Contracts negotiated by the Fraternal Order of Police, Ohio Labor Council, Inc., and, finally, an array of the shift differentials in fifteen Counties for second and third shift assignments.

The Sheriff offered the following documents specific to Crawford County: a report entitled "A Community-

Driven Vision for Crawford County"; an Executive Summary of the Crawford County Comprehensive Three Year Healthcare Strategy; a statement of the 2012 monthly healthcare costs; a December 8, 2011 Memorandum to elected officials from the County Commissioners; the Justice Center Sales Tax Revenue for the years 2007 through 2011; the General Fund expenditures and revenues for the period 2002 through 2010; the General Fund sales tax revenues for the period 2004 through 2011; a "State of the County Report issued by the Crawford County Commissioners as of February 19, 2010 and an update of that Report issued on August 13, 2010; a February 17, 2010 County Commissioners' resolution regarding submission at that year's May primary election of a 2.75 mill, five year levy to support Criminal Justice Services (collection to begin in 2011) and a January 20, 2011 Crawford County Auditor's Quarterly Newsletter.

The Sheriff also supplied data for Crawford and the six contiguous Counties relating to their respective

populations; median household incomes; per capita incomes; median earnings for workers; adjusted gross incomes; median home values and foreclosure rates in 2011; the unemployment rates in each of Ohio's eighty-eight Counties and the percentage of residents receiving "Cash Assistance".

Finally, the Sheriff introduced information on the entry level and maximum wages for Deputies, Sergeants, Lieutenants, Captains and Dispatchers in Crawford County, five of the adjacent counties and eighteen other Counties with populations ranging between 35,000 and 75,000.

At the Fact-Finder's request, the Sheriff submitted the County's 2011 Comprehensive Annual Financial Report.

In making his analysis of the evidence and his recommendations upon the unresolved issues, the Fact-Finder has been guided by the factors set forth in O.R.C. Section 4117.14(C)(4)(e) and Ohio Administrative Code 4117-9-05(K) namely:

"(a). past collectively bargained agreements, if any, between the parties;

"(b). comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved 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, 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 stipulation of the parties;

"(f). such other facts, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution proceedings in the public service or private employment."

**UNRESOLVED ISSUES:**

**1. Article 13 - "Medical Insurance":**

**A. The 2009 Contract:**

Article 13, Section 1 of the expired Contract, as supplemented and amended by a Conciliation Award, provided:

**Section 13.1:** The Employer shall continue to provide Plan `D' and Plan `H'. 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 [sic] 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 13.2:** "Effective January 1, 2011<sup>2</sup> the Employer shall pay 77% of the cost of both single and family plans for those employees selecting Plan `H' for the duration of the Agreement; employees will pay the difference through payroll deduction between the amount paid by the Employer and the actual rate of the premium.

"Employees who select Plan `D' will pay the entire difference between the monthly premium for Plan `H' and Plan `D'<sup>3</sup>"

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<sup>2</sup> The original 2009 Employer contribution rate was 81 percent.

<sup>3</sup> Plan "H" is a "high deductible health insurance plan coupled with a health savings account. The deductible

**B. The Sheriff's Proposal:**

The Sheriff would amend Section 13.1 by deleting the first sentence of the current text and substituting in its place the following:

"The Employer shall continue to provide health insurance coverage on the same basis such coverage is provided to employees under the jurisdiction of the County Commissioners."

The Sheriff would also delete from Section 13.1 the requirement that:

"The Employer shall take reasonable action to keep insurance costs from exceeding a 7.5% increase."

The Sheriff seeks to maintain the current insurance cost sharing allocation.

**C. The Union's Proposal:**

The Union rejects the Employer's proposals and, would, instead, increase the Employer's contribution towards the premium cost of health insurance to 85% for

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was established at \$1,500.00 for single coverage and \$3,000.00 for family coverage. Plan "D" (the "traditional" plan) provides lower deductibles and higher benefits.

the duration of the new Contract. It would amend Article 13 as follows:

**"Section 13.1:** The Employer shall continue to provide the current health insurance coverage for the duration of this Agreement. 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.

**"Section 13.2:** The Employer agrees to pay 85% 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.

**"Section 13.3:** Effective thirty (30) days after execution of this agreement all contributions to the H.S.A. shall be funded by the employer at a rate of 85% of the total cost of the H.S.A. with the employee contributing the remaining 15%. The H.S.A. payments will be made by the County quarterly. However, if the member's medical expenses are such that additional payments into the H.S.A. fund are needed, the County will be provided [sic] an explanation of the benefits and the additional funds will be placed into the member's H.S.A. account."

**D. THE FACT-FINDER'S ANALYSIS, FINDINGS AND**

**RECOMMENDATIONS:**

The Union seeks to increase the Employer's contributions towards the cost of health insurance from

77% to 85%, and correspondingly reduce the employee's subvention.

The original 2009 Contractual contribution ratio called for the Sheriff to pay 81% of the cost. However, a 2011 Conciliation Award, issued after impasse had been reached in the 2011 re-opener negotiations, found the 77% solution warranted by the County's fiscal condition, and the fact that all other county employees were required to pay the same percentage.

According to information supplied by the Sheriff, employees enrolled in the Plan "H" pay \$94.00 a month for single coverage and \$281.98 a month for family coverage. Employees enrolled in Plan "D" (Traditional) pay \$206.42 a month for single coverage and \$619.24 a month for family coverage.

The monthly employee deduction for vision insurance ranges from \$10.66 per month for single coverage to \$29.52 for family coverage. The employee charge for

dental insurance is \$30.46 a month for single coverage and \$109.25 a month for family coverage.

Employee prescription responsibilities are \$10.00 for generic drug, \$25.00 for a formulary drug and \$45.00 for a non-formulary prescription.

The employee share of premium charges tends to be significantly higher than the responsibility of employees in other Counties, viz: Ashland; Erie; Huron; Knox; Marion; Morrow; Ottawa; Richland; Sandusky; Seneca and Wyandot. On average these Counties require an employee to contribute only 14% towards the cost of coverage.

Of course, the benefits, deductibles, co-payments, and other features of the health insurance plans vary from County to County, but the differences do not account for the significant disparity in Crawford County's employee contribution rates.

Indeed, the State Employment Relations Board Research and Training Section's 2012 "Twentieth Annual Report on the Cost of Health Insurance in Ohio's Public Sector"

found that: "When employees pay a portion of the medical premium, the average employee monthly contribution is \$63.00 for single and \$173.00 for family coverage."

The Report also found that employees in counties with less than 50,000 population, such as Crawford, contributed, on average, only \$72.00 a month towards the cost of single coverage and \$213.00 per month towards the premium for family coverage. Thus, the average percent of premium paid by employees of these Counties amounted to 14.2% for single coverage and 15.5% for family coverage.

Nevertheless, the Fact-Finder takes note of the significant fact that all other employees of Crawford County are in the same insurance pool and subject to the same premium charges.

The Fact-Finder is of the opinion that it is of paramount importance that all employees be offered health insurance under the same terms and conditions. To "Balkanize" the program, with disparate provisions

and different contribution requirements from one employee constituency to another, not only increases administrative costs but also promotes overutilization by the favored categories of employees and subsidization by the disfavored groups.

This conclusion was reached by the Fact-Finder appointed to recommend a resolution of the impasse over the terms of Article 13 during 2011 re-opener negotiations. He recommended the reduction in the Employer's share of the health insurance premium from 81% to 77% in consideration of the fact that in "2011 all other Crawford County employees participating in the healthcare coverage pool ... will contribute 23% towards the costs of their healthcare coverage."

While acknowledging that "the [recommended] 4% increase is onerous" the 2011 Fact-Finder considered that this was "an increase every member of the coverage pool would bear equally."<sup>4</sup>

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<sup>4</sup>The Fact-Finder did not recommend continuation of the then existing \$100.00 surcharge for inclusion of a spouse within family coverage. The Conciliator adopted the Fact-Finder's Recommendation.

Furthermore, that Fact-Finder and, subsequently, the Conciliator both found that the County's adverse economic situation required that employees bear an increased share of healthcare costs.

For the reasons set forth in the present Fact-Finder's Analysis of the Article 41 "Compensation" issues, the Fact-Finder does not find that the County's financial condition has improved so significantly as to warrant the reduction of the increased amount of employee contributions towards health insurance premiums.

Instead, as the Conciliator pointed-out in 2011, the decrease in employee compensation, occasioned by the increased health insurance deductions, can be offset, or at least ameliorated, by an increase in wages. This Fact-Finder will consider the need for such an offset and the County's ability to pay in connection with his consideration of the parties' proposals to amend Article 41.

The Employer proposes a change in Article 13, Section 13.1 which would allow it to unilaterally amend the current health insurance program and provide "health insurance coverage on the same basis such coverage is provided to employees under the jurisdiction of the County Commissioners."

However, while the Fact-Finder agrees that all County employees (and not just some of them) should be subject to the same health insurance terms and conditions, he does not believe that any change in such provisions should be left to the sole discretion of the County.

Consequently, the Fact-Finder does not recommend this Employer proposal.

The Sheriff would also eliminate the present requirement of Section 13.1 that "the Employer shall take reasonable action to keep insurance costs from exceeding a 7.5% increase."

There is no contention that the Employer has not been attempting to minimize insurance costs through the retention of consultants and otherwise. While the

obligation is essentially aspirational, the Fact-Finder does not find sufficient reason to omit it from the text of Article 13.

Accordingly, the Fact-Finder finds appropriate and recommends that Article 13 be amended as follows and as so amended be carried forward and incorporated into the successor Agreement:

**Section 13.1:** The Employer shall continue to provide Plan `D' and Plan `H'. The Employer and the Union shall establish a joint committee to analyze the cost, and methods of achieving savings in health insurance, including health savings accounts. All insurance shall include hospitalization, major medical and prescription coverage. The members of the committee shall be include representatives of the Union and the Employer and the County, and shall cooperate in sharing the information and resources. The Employer shall take reasonable action to keep present insurance costs from increasing by more than 7.5%.

**Section 13.2:** Effective as of January 1, 2012, and for the duration of this Agreement, the Employer will pay 77% of the cost of both single and family Plans for those employees who select Plan `H'. Employees will pay the difference through payroll deduction between the amount paid by the Employer and the actual premium cost of Plan "H".

"Effective as of January 1, 2012, and for the duration of this Agreement, employees who select Plan `D' shall pay the entire difference in monthly premium between Plan `D' and Plan `H'".

**2. Article 41, Section 41.1 - "Wage Scale":**

**A. The 2009 Contract:**

The 2009 Contract provided for a 3% wage increase for all Bargaining Unit members in 2009, no increase for 2010 and, as a result of a Conciliation Award, a 1.50% wage rate increase effective as of July 1, 2011 (partially offset by an increase in the contribution rates towards the cost of health insurance).

**B. The Sheriff's Proposal:**

The Sheriff seeks to freeze wages for 2012 and provide for wage re-openers for the second and third years of the successor Agreement.

**C. The Union's Proposal:**

The Union seeks a 2.5% wage increase for Dispatchers and Deputies effective as of January 1, 2012; a 3% increase as of January 1, 2013 and a 4% increase effective as of January 1, 2014.

For Sergeants, the Union proposes that the "probation step" wage be equal to 95% of the Sergeants' Step "B" rate, and that, effective as of January 1, 2012, the

Step "B" rate be set at 7% above the "F" Step amount in the Deputies' wage scale. Effective as of January 1, 2013, the differential would be increased to 8.5% and, for 2014 the percentage would escalate to 10% of the Deputies' "F" Step rate.

For Captains, the Union would increase the Step "A" rate to 95% of the Captains' Step "B" rate, and, effective as of January 1, 2012 the Captains' Step "B" rate would be set at 7% above the Sergeants' Step "B" rate. For 2013, the differential would increase to 8.5%, and for 2014, the Union asks that the wage differential be established at 10% over the Sergeants' Step "B" wage.

**D. The Fact-Finder's Analysis, Findings and Recommendations:**

Crawford County Sheriff's Deputies, Supervisors and Dispatchers received 3.5% increases in 2006, 2007 and 2008, and 3% in 2009. There was no increase in 2010, and as a result of the Conciliation Award following the

2011 Contract re-opener, they received a 1.50% increase effective July 1<sup>st</sup> of that year.

The Union contends that its members are substantially underpaid compared to the compensation paid to their peers in comparable County Sheriff Departments.

Crawford County shares borders with six other Counties - Seneca and Huron to the North; Richland to the East; Morrow and Marion to the South and Wyandot to the West. While both parties refer to these Counties as "comparable" to Crawford, and all of them appear to share the same labor market, they differ substantially in such commonly accepted comparability criteria as population, Department size, tax base and other financial resources.

For example, the population of Wyandot County (\$22,615.00) is approximately half of that of Crawford (\$43,784.00). On the other hand, Richland County with 128,475 residents is approximately three times the size of Crawford County.

The present entry level wage for Sheriff Deputies in Crawford County is only \$32,011.20.

Of the six contiguous Counties only Morrow County's Deputies' entry level wage of \$29,472.60 is lower. The entry level wage in the other five Counties ranges from a low of \$34,276.00 in Richland County to a high of \$38,272.00 in Marion County.

Similarly, the Crawford Deputies' maximum wage of \$38,084.80, while higher than Morrow County's \$34,403.20, is below that of the other five Counties whose wages range from Wyandot County's \$40,456.00 to Marion County's \$52,520.00.

Turning to consideration of the Dispatchers' wage rates, the Crawford entry level wage of \$28,746.00, is larger than the amount paid by Morrow County (\$25,501.00), Seneca County (\$27,913.00), and Richland County (\$28,518.00), but falls below the wages offered by Wyandot County (\$32,011.00 and Marion County (\$36,296.00).

The same pattern exists when the maximum wage rates of Crawford County Dispatchers are compared with those available in the contiguous Counties. Crawford County's maximum of \$34,008.00 exceeds that of Morrow County (\$29,869.00) and Seneca County (\$33,509.00), but falls below that offered by Wyandot County (\$35,922.00), Richland County (\$40,186.00) and Marion County (\$47,299.00).

Turning to the Supervisors' wages, Crawford County's Sergeant's entry level wage of \$38,688.00 is higher only than that of Morrow County, but below that of the other Counties for which information was available.

Crawford County's maximum wage for Sergeants of \$39,707.00, exceeds only the \$37,834.00 paid in Morrow County, and is below the wage rates in each of the other contiguous Counties which range from \$41,912.00 in Wyandot County to \$55,575.00 in Richland County.

(The 2011 state-wide average differential between Deputy wages and those of Sergeants was 12.08%.)

The entry level wage paid Captains in Crawford County ("Lieutenants" in some Counties) is \$40,602.00, about \$30.00 higher than that paid by Morrow County but significantly below that paid by all the other contiguous Counties. The entry level Captains' wage rate ranged from \$42,328.00 in Wyandot County to \$67,246.00 in Richland County.

The Crawford County maximum wage rate for Captains of \$41,766.00 is some \$1,200.00 higher than that available in Morrow County, but below the rates paid in the other Counties which range from \$43,576.00 in Wyandot County to \$67,246.00 in Richland County.

(The 2011 State-wide average differential between the top wage rate for Captains, (or Lieutenants) and that paid Sergeants was 16.43%.)

The conclusion to be drawn from the comparison of the wages paid the Crawford County Sheriff Deputies and Supervisors, if not the Dispatchers, with the wages offered in the six contiguous Counties, is that the

Crawford County Sheriff's personnel are significantly underpaid.

Since, however, there appears to have been a history of providing the same percentage wage increases "across-the-board" for all Bargaining Unit members, the Fact-Finder does not believe it appropriate to tailor separate recommendations for each classification.

In making his recommendation, however, the Fact-Finder cannot consider just the past wage settlement between the parties or the wages paid in comparable Departments. He must also consider and give adequate weight to the ability of the County to afford wage increases.

The Fact-Finder finds from the evidence presented that the economic prospects of Crawford County are significantly less positive than those of any of the six contiguous Counties.

Over the first decade of the twenty-first century, the population base of Crawford County declined by some 6.78%, from 46,966 residents in 2000 to 43,784 in 2010.

The unemployment rate of Crawford County residents averaged 11.2% in 2011. While it fell to an estimated 9.0% as of June 30, 2012, it remains well above the State-wide average of 7.4%.

The 2010 median household income of Crawford County residents, \$40,823.00, was lower than that of any of the other Counties except for Marion County which reported a median household income for that year of \$37,819.00.

Crawford County's 2010 per capita income of \$20,214.00 was less than that in any of the contiguous Counties, again except for Marion County, and represented a decrease of 1.92% from the 2009 per capita income.

Crawford County's 2011 foreclosure filings rate of 5.98% per 1,000 population was higher than that of any of the other contiguous Counties with the exception of Seneca (6.32%).

The unfavorable economic climate in which Crawford County finds itself is further exemplified by the fact

that in 2010 4.6% of its population received "Ohio Works First Assistance", a rate not only higher than the State-wide average of 3.6%, but higher than that obtaining in any of the six contiguous Counties.

No doubt these unfavorable economic trends have been exacerbated by the recent recession, but whether they can be reversed in the present slow-growth climate is problematic.

Despite the fact that 2011 was a recovery year, Crawford County's total revenues fell from \$50,623,000.00 in 2010 to \$41,478,000.00 in 2011.

The County was able, nonetheless, to not only balance its budget but provide a positive carry-over by a belt-tightening reduction of expenditures from \$42,760,000.00 in 2010 to \$40,158,000.00 in 2011.

Although total revenues were reduced, the General Fund revenues increased by \$528,000.00 in 2011 to \$9,231,143.00.

This anomalous result was achieved because in 2010 the voters approved a 2.75 mill property tax levy

earmarked for "Criminal Justice Services", that is, the Sheriff's Road Patrol function, which brought in \$1,485,635.00. This allowed the County Commissioners to reassign almost all of the General Fund allocation which hitherto had been made to the Sheriff to other Departments and activities.<sup>5</sup>

In consequence, since the 2011 General Fund operating expenditures were reduced by \$1,724,397.00 to \$6,500,649.00. The General Fund managed a positive balance at year end 2011 of \$2,059,323.00.<sup>6</sup>

While this positive balance is welcome news, caution must be exercised as to the ability of the County to continue to keep its finances in positive territory.

One concern is that the reduced level of expenditures cannot likely be maintained because it came about as the result of the curtailment of needed

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<sup>5</sup> The County Jail operation is mainly financed by an earmarked, sales tax levy, as well as by charges for housing prisoners. The remaining cost is met by transfers from the General Fund.

<sup>6</sup> 2011 CAFR, p.22.

services and the postponement of needed maintenance and improvements.

Prudence dictates that the fragility of the County's current satisfactory financial status, and the risk of a second recessionary economic downturn, possibly occasioned by events in the European Union, China and other important trading partners, which would reverse Crawford County's gains, must be given controlling weight.

The Conciliator who had been appointed to resolve the 2011 re-opener impasse concluded that every one percent increase in wages to Sheriff Department employees would impose an annual additional cost to the County of \$36,357.00. That amount can serve as a rough guide to the cost of increases in 2012.

Considering the additional funds realized from the collection of the earmarked property tax millage, and considering, further, that the 2011, 1.5% wage increase was partially offset by the increased employee responsibility for the cost of health insurance, the

Fact-Finder finds appropriate and recommends that the wages of all Bargaining Unit members be increased by an additional 2.0%, effective as of July 1, 2012.

The Fact-Finder does not find appropriate at this time, and does not recommend, any change in the wage differentials accorded Sergeants and Captains.

The Fact-Finder is not enamored of Contract "re-openers" - a form of "kicking the can down the road." Re-openers create fiscal uncertainty for the Employer and impose additional costs on both parties to conduct the proceedings.

However, with current economic factors so volatile and unpredictable, the Fact-Finder finds appropriate and recommends that the parties agree that on or about November 1, 2013 they will re-open negotiations concerning hourly rates of pay for calendar year 2014.

Accordingly, the Fact-Finder finds appropriate and recommends the Article 41, Section 41.1 be amended as follows, and as so amended carried forward and incorporated into the successor Agreement:

**"Section 41.1 - "Wage Scale":**

"Effective as of July 1, 2012 employees will be paid as follows:

**"Deputies:**

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
2011 (1.5%) Eff. 7/1/11	15.39	15.77	16.19	16.57	17.42	18.31
2012 (2.0%) Eff. 7/1/12	15.70	16.08	16.51	16.90	17.77	18.68

**"Dispatchers:**

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
2011 (1.5%) Eff. 7/1/11	13.82	14.21	14.63	15.04	15.47	16.35
2012 (2.0%) Eff. 7/1/12	14.10	14.49	14.92	15.34	15.78	16.68

**"Sergeants:**

	<u>Probation</u>	<u>1 Year:</u>
2011 (1.5%) Eff. 7/1/11	18.60	19.09
2012 (2.0%) Eff. 7/1/12	18.97	19.47

**Captains:**

	<u>Probation</u>	<u>1 Year:</u>
2011 (1.5%) Eff. 7/1/11	19.52	20.08
2012 (2.0%) Eff. 7/1/12	19.91	20.48

"The parties agree that they will re-open negotiations concerning hourly rates of pay for year 2014. These negotiations shall commence on or about November 1, 2013."

**3. Article 41 Section 41.2 - "Longevity":**

**A. The 2009 Contract:**

Section 41.2 of the expired Agreement provides for longevity payments to be paid to employees who have

completed at least six years of service by December 31<sup>st</sup> of the preceding year. Employees who have completed between six and ten years with the Sheriff receive a lump sum longevity payment of \$20.00 for each year of service. Employees who have served between eleven and twenty years in the Department are entitled to a payment of \$25.00 per year of service. Employees who have twenty-one or more years seniority are provided with \$30.00 per year of service.

**B. The Sheriff's Proposal:**

The Sheriff wants to maintain the schedule of longevity payments without change.

**C. The Union's Proposal:**

The Union proposes to increase the longevity payments according to the follow schedule: All Bargaining Unit employees, regardless of classification, who have completed between six and ten years with the Sheriff would receive a lump sum longevity payment of \$40.00 for each year of service. Employees completing between eleven and twenty years with the Department would be

entitled to a longevity payment of \$50.00 per year of service and employees with twenty-one or more years seniority would be provided with a payment of \$60.00 per year of service.

**D. The Fact-Finder's Analysis, Findings and Recommendations:**

The schedule of longevity payments available to the Crawford County Sheriff employees is substantially below that in place in five of the six contiguous Counties for which information was provided. Thus, the longevity scale in Marion County is based upon a "per hour" supplement which, for employees who have completed one through ten years of service, amounts to \$520.00, while, at the other end of the spectrum, employees who have completed at least twenty years of service receive \$1,040.00. Morrow County also computes longevity entitlements on the basis of "cents per hour". There, employees who have completed up to twelve years of service receive \$520.00, while those who have been with the Department for at least twenty-

three years receive \$2,080.00. Seneca provides employees who have completed up to ten years with a \$520.00 annual payment. Those who have completed at least fifteen years, receive \$832.00.

Richland County's formula calls for payment of \$100.00 per year of service without limitation. Wyandot County follows a similar pattern, but offers a supplement of \$60.00 per year of service.

As in the case of their wages, so with longevity pay, the employees of the Crawford County Sheriff are entitled to a smaller longevity bonus than in comparable Departments.

However, because the County's financial position restricts the Sheriff's ability to increase the compensation paid to the Department's employees, the Fact-Finder believes it is more appropriate to increase wages for all employees rather than divert some of the scarce dollars available to increases in longevity which would reward senior employees.

Accordingly, the Fact-Finder finds appropriate and recommends that Section 41.2 of Article 41 be carried forward and incorporated into the successor Contract without change.

**4. Article 42 - "Shift Differential":**

**A. The 2009 Contract:**

The expired Contract provides that employees assigned to shifts beginning between the hours of 4:00 p.m. and 12:00 midnight be paid a differential of \$.15 per hour, and that employees assigned shifts beginning between the hours of 12:00 midnight and 8:00 a.m. be paid a differential of \$.10 per hour.

**B. The Sheriff's Proposal:**

The Sheriff seeks to retain the current schedule of shift differentials without change.

**C. The Union's Proposal:**

The Union wants to increase the differential for both the second and third shifts to \$.20 per hour.

**D. The Fact-Finder's Analysis, Findings and Recommendations:**

The information provided the Fact-Finder on shift differentials paid in five of the six Counties contiguous to Crawford County reveals that only one - Richland - offers a shift differential - \$.70 for all Deputies and Supervisors who are assigned to either the second or third shifts.

"Comparability" considerations do not support the Unit's request for increases in differential pay.

Consistent with his recommendation on the issue of longevity pay, the Fact-Finder believes that during the current period of economic uncertainty, it is more appropriate to utilize limited dollar resources to increase the compensation of all employees rather than divert some of the available funds to increase the differential pay for those who are assigned to the afternoon or midnight shifts.

Accordingly, the Fact-Finder does not find appropriate and does not recommend the increases in shift differential pay sought by the Union, but rather finds appropriate and recommends that Article 42 be

carried forward and incorporated into the successor Agreement without change.

**5. Article 46 - "Duration":**

**A. The 2009 Contract:**

The 2009 Contract provides for an initial term of three years, but called for the parties to "reopen negotiations on Articles 13 - "Medical Insurance"; Article 24 - "Officer-in-Charge"; Article 41 - "Compensation - Wage Rates and Longevity Rates", and Article 42 - "Shift Differential" "on or about November 1, 2009...." The parties agreed to waive Section 4117(G)(11) (As to retroactivity for the re-opener negotiations.) The 2009 re-opener resulted in the settlement of all outstanding issues for 2010, but permitted another re-opening for 2011.

**B. The Sheriff's Proposal:**

The Sheriff seeks a three year Contract allowing the parties to "re-open negotiations for purposes of negotiating wage rates for 2013 and 2014." The negotiations pursuant to the re-opener would commence

on or about November 1, 2012. The Sheriff agrees to waive Section 4117(G)(11) as to retroactivity.

**C. The Union's Proposal:**

The Union proposes a three year Contract with wage and longevity schedules established for all three years.

**D. The Fact-Finder's Analysis, Findings and Recommendations:**

The Fact-Finder has already recommended that the Contract be re-opened in 2013 for negotiations concerning Article 41, Section 41.1's wage schedule for 2014.

Accordingly, the Fact-Finder finds appropriate and recommends that Article 46 be amended to read as follows, and as so amended carried forward and incorporated into the successor Agreement:

**"Section 46.1 - Duration:** This Agreement shall be effective as of January 1, 2012 and shall remain in full force and effect through midnight, December 31, 2014, except that the parties agree to re-open negotiations for purposes of negotiating wage rates for 2014. Said re-opened negotiations shall commence on or about November 1, 2013 and shall be pursuant to O.R.C. Section 4117. The parties agree to waive Section

4117(G)(11) as to retroactivity for the re-opener negotiations."

Fact-Finding Report signed, dated and issued at Cleveland, Ohio, this 28<sup>th</sup> day of September, 2012.

Respectfully submitted,

Alan Miles Ruben  
Fact-Finder

AMR:ljpg

September 28, 2012

Edward S. Kim, Esq., Downes Fishel Hass, et al 400 South 5 <sup>th</sup> St., Suite 200 Columbus, OH 43215-5430	Ross Radar Fraternal Order of Police Staff Representative 222 E. Town Street Columbus, OH 43215
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RE: The Crawford County Sheriff's Office -and-  
F.O.P., OH Labor Council, Inc.  
SERB Case No(s): 11-MED-09-1232, 33, 34

**For Services Rendered:**

Fact-Finding Hearing - 8/22/12 1 day at \$950.00 per day	\$ 950.00
Mileage - Bratenahl, OH/Bucyrus, OH 232 miles @ \$.50 per mile	\$ 116.00
Meals - No Charge	\$ 0.00
Travel Time - No Charge	\$ 0.00
Duplication - No Charge	\$ 0.00
Postage - No Charge	\$ 0.00
Consideration and Preparation of Fact-Finding Report 3.5 days at \$950.00 per day	<u>\$3325.00</u>
Total Amount Due:	\$4391.00
The Sheriff's Share:	\$2195.50
The Union's Share:	\$2195.50

Respectfully submitted,

Alan Miles Ruben  
TAX ID NO: 189-24-1171