

Conciliator - Gene Har

SERB Case #12-MED-05-0535

Page 1 of 17

possible confirmed 7/31

State of Ohio

State Employment Relations Board

In the Matter of Fact Finding	:	SERB Case Number: 12-MED-05-0535
	:	
Between:	:	
	:	
Putnam County Sheriff,	:	
Ottawa, Ohio	:	Date of Hearing: April 17, 2013
Employer	:	Date of Report: April 30, 2013
	:	
And:	:	
	:	
Ohio Patrolmen's Benevolent	:	Felicia Bernardini, Fact Finder
Association (Sergeants)	:	
Union	:	

Fact Finder Report and Recommendation

Appearances:

For Putnam County Sheriff, Ohio

Patrick Hire, Regional Manager, Clemans Nelson & Associates Inc, Fact Finding Spokesperson

Laura Huff, Administrative Assistant to the County Sheriff

Wendy Schimmoeller, Consultant, Clemans Nelson & Associates

For Ohio Patrolmen's Benevolent Association (Sergeants)

Michelle Sullivan, Esq., Allotta Farley Co., LPA, Fact Finding Spokesperson

Jon Winters, Esq., Allotta Farley Co., LPA

Tony Recker, Sergeant, Putnam County Sheriff



Introduction

Case Background

Felicia Bernardini was selected by the parties to serve as Fact Finder in the above referenced case and duly appointed by the State Employment Relations Board (SERB) on December 5, 2012 in compliance with Ohio Revised Code (ORC) Section 4117.14C(3). The case concerns a fact finding proceeding between the Putnam County Sheriff (hereafter referred to as the “Employer” or the “Sheriff”) and the Ohio Patrolmen’s Benevolent Association (hereafter referred to as the “Union” or “OPBA”).

Prior to the hearing, the parties engaged in contract negotiations on two scheduled dates, September 25, 2012 and February 25, 2013. Although brief, the negotiations resulted in 54 tentative agreements (TA’s). Five issues remained unresolved. The current contract expired on December 31, 2012. A hearing was scheduled for April 17, 2013. Both parties timely filed the required pre-hearing statements.

The day of the hearing, the Fact Finder proposed mediation of the outstanding issues prior to moving to the evidentiary hearing. The parties declined the offer to mediate and proceeded to hearing.

Pat Hire of Clemens Nelson & Associates Inc., represented the Employer.

Michelle Sullivan of Allotta Farley Co, LPA, represented the Union.

Issues

The remaining open issues addressed by both parties at the hearing are as follows:

Article 20: Life and Medical Insurance

Article 24: Overtime

Article 45: Sick Leave

Article 57: Wages

Article 58: Retirement

General Background Information

Putnam County is located in the northwest quadrant of the State of Ohio, it covers 483.9 square miles.¹ The County seat is Ottawa Village. The County is largely rural in land use; however

¹ http://www.development.ohio.gov/reports/reports_countyprofiles

the County's employment base is manufacturing-oriented.² The estimated county population in 2011 was estimated at 34,294.³ The personal per capita income in 2010 for Putnam County was \$33,784 as compared to the state average of \$36,162.⁴ The median household income is approximately \$56,573.⁵ Putnam County Government is among the 10 largest employers in the county.⁶ The Sheriff is an independently elected county officeholder, and yet is dependent on the elected County Board of Commissioners for his operating budget. The Sheriff's office provides countywide law enforcement service and is staffed with road patrol deputies, sergeants, correctional officers, dispatchers and administrative staff.⁷ The present fact finding case is between the County Sheriff and the Road Patrol Sergeants, a unit consisting of four employees.

Positions, Discussion and Recommendations

At the hearing the parties agreed to present each unresolved proposal in numeric order based upon the number of the contract article. Therefore the format of this report will follow the same progression. On an issue-by-issue basis, the position of each party is briefly summarized, position summaries are followed by a brief analysis and discussion, which is followed by the recommendation of the Fact Finder.

In analyzing the positions of the parties and making recommendations the Fact Finder is guided by available, relevant evidence and the criteria set forth in ORC 4117.14(G)(7)(a) to (f):

- (a). Past collective bargaining 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 interests 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). Any stipulations of the parties;

² Standard & Poor's Public Finance, Putnam County, Credit Profile May 7, 2010, Union Exhibit 7

³ DOD County Profiles

⁴ DOD County Profiles

⁵ DOD County Profiles

⁶ DOD County Profiles

⁷ <http://www.sheriffoff.com>

- (f). Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

1. Article 20: Life and Medical Insurance

Employer Position

The Employer seeks to eliminate language in this article that limits its discretion to select and offer what it deems to be the most cost effective medical insurance coverage for all county employees. Specifically, these limitations are the contract provisions that: require a 45-day notice prior to making plan changes, cap employee contribution increases to 20% over the life of the contract, and specify the vendor and type of insurance plan that can be offered. Also in this Article, the Employer seeks to maintain existing contract language through subsections D, E & F, which has the effect of ending the Opt Out provision.

The Employer argues that bargaining unit members benefit from being in a health insurance plan that covers all county employees because it creates a more advantageous risk pool and in turn allows the County to manage costs on the employee's behalf. This being the case, all county employees should be treated the same and experience the same shared risks and benefits. Extended notice periods, caps on increased costs, and referencing a specific plan and vendor in a labor agreement undermines efficiency and effectiveness for the County. These provisions create advantages for some employees rather than promote internal equity and fairness for all. The Opt Out provision was intended to be a one-time deal as evidenced by the specific dates referenced in these subsections. Extending the benefit under the new contract would be of no benefit to any unit employee, because none of the unit members opted out in 2011 or 2012, and none have requested to opt out in 2013. Clearly, there is no material harm to the unit members in letting this provision expire as it was intended to do when originally included in the contract.

Union Position

The Union seeks to maintain current contract language that provides for, an 80/20 split on premium costs, a 20% cost cap for employee contributions over the term of the contract; and a specified insurer and plan-type with a language modification to allow for change as long as it is to a vendor and plan type that is "same or similar." The OPBA also seeks to modify provisions in this

article in order to extend the exiting Opt Out provision through the term of the new contract rather than allow the sun to set on it.

The Union argues that the 80/20 split on premiums is above the average employer/employee split in county employment (which is closer to an 86/14 split), and specifically in Putnam County's peer group of counties (which is closer to an 84.5/15.5 split). However, the Union goes on to point out that the contract language that places a 20% cap on employee increases over the term of the contract, is an important provision for unit members that offsets the risk unit members have taken on by paying a higher percentage of the premium. The Union further argues that the Employer's proposal to eliminate language that specifies the plan-type, paired with its proposed elimination of the 20% cost cap would give the Employer unilateral say over what medical insurance it would provide and at what cost, clearly not what is intended by a state statute that categorizes healthcare insurance as a mandatory subject of bargaining. As for the Opt Out provision, the OPBA argues that extending the program makes sense for both parties because it incentivizes unit members to select an alternative coverage if one is available to the unit member. This reduces costs for the Employer and provides a benefit to the employee at the same time.

Discussion and Recommendation

The Fact Finder recognizes the importance of this key economic provision for both the Employer (i.e. the plan sponsor) and unit members (i.e., plan enrollees). The consequences can be quite serious for both if costs are not aggressively managed. The Fact Finder is sympathetic to the Union's concerns that rising healthcare costs pose a risk to the Unit's economic security. The Fact Finder also recognizes the County's need to offer a single health insurance plan to all county employees in order to preserve the size of the risk pool, and must be able to modify both the type and design of the plan to optimize benefits and costs.

Both parties have focused on comparables. The Union has introduced external comparables, while the Employer has concentrated on internal comparables. Referencing SERB data introduced by the Union, the 20% employee share of premiums paid by unit members is a somewhat higher percentage than, the statewide average, the statewide average for counties, the geographic region average, and even the peer-group county average. The Union sites media reports predicting a reduction in healthcare cost trends, thereby inferring that the 20% cap on healthcare cost increases for the bargaining unit will not be reached and therefore is immaterial to the Employer, but nonetheless is a reassuring safety net for unit members. The Employer compares these unit

members to other Putnam County employees who also pay 20% of their premiums but do not enjoy any form of “cap” on increasing healthcare costs, and appeals to fairness in seeking to eliminate the “cap” from the collective bargaining agreement. The Employer sites media reports that predict rising healthcare costs with the implementation of the Affordable Care Act, thereby inferring that the cap on healthcare costs could very well be material during the term of this agreement, and thus create a disparity between this unit and other county employees who do not enjoy a cap on healthcare inflation.

Comparing healthcare cost percentages in the SERB data does suggest that this bargaining unit is paying a higher than average percentage for its healthcare. However, when looking at the actual monthly dollar amount paid by unit members, across all comparison groups, Putnam County Sheriff's Office employees are paying far below average for their high deductible plan (i.e., \$47.38/mth. – single, \$141.42/mth. – family), and only about a third more than average for the low deductible plan (i.e., \$106/mth. – single, \$318.20/mth. – family).

Under federal government current definitions and rules, healthcare costs are considered “unaffordable” when the employee’s share of costs for self-coverage exceeds 9.5% of the employee’s household income.⁸ By that standard, given annual salaries in this bargaining unit, these unit members are far from reaching “unaffordable” healthcare costs, regardless of whether you compare single coverage or family coverage, the low deductible plan or the high deductible plan. Both plans offered by the Employer appear to be of excellent value. The Employer’s high deductible plan has such a low deductible that it barely qualifies as a high deductible plan under the IRS’ current rules. The employee’s premium share for the high deductible plan is so reasonable that it could double in cost and still be considered an “affordable” plan. Because of their expense, low deductible plans are increasingly rare. The low deductible plan offered by this Employer appears to be an extremely good value. The employee’s premium share for this plan could inflate considerably before tipping the scale as “unaffordable.” Should the low deductible plan ever become unaffordable for these unit members, or perhaps be eliminated all together, they have a reasonable and wholly acceptable alternative in their high deductible plan. Based on the above it would seem that capping healthcare inflation for these unit members is economically out-of-step with the national healthcare landscape, as well as the local landscape where inflation caps are not the norm. However, to preserve a gossamer safety net for employees in a period of time when healthcare

⁸ www.irs.gov/pub/irs-regis/td9611.pdf

markets and cost trends are in flux and wage increases continue to be depressed, the Fact Finder recommends retaining, but raising, the inflation cap; thereby allowing the Employer to pass along a reasonable share of healthcare inflation, while at the same time providing unit members some degree of assurance as to the maximum possible change that could be realized.

For this Fact Finder, healthcare – of all bargainable issues – is the one that is least likely to be fairly understood by making comparisons across employers. There are simply too many moving parts in benefit structure and plan design to make anything but the broadest of generalizations from one employer to the next. Utilization rates, claims experience, deductible levels, out-of-pocket maximums, Rx formulary, and excluded/included services are just a few of the moving parts that impact costs and comparability. In this case (as in most all fact finding cases) these facts are completely unknown to the Fact Finder and presumably to the parties. For this reason, internal comparables are more relevant, and more persuasive. Adding a measure of complexity to internal comparables is the fact that the Employer, for purposes of collective bargaining, is not the same Employer for purposes of healthcare plan sponsorship and budget appropriations. This is all the more reason for members of this bargaining unit to be in sync with other county employees. Contract language that ties the hands of the healthcare plan sponsor (other than bargained cost-sharing percentages) creates an undue administrative burden and is in conflict with the fact finding criteria that requires the Fact Finder to give consideration to the Employer's ability to administer contract provisions. To provide the Employer, as the plan sponsor, needed flexibility to select among the best healthcare plan options available, while preserving the Union's ability to negotiate over the economic impact of the Employer's chosen plan, the Fact Finder recommends striking the specific vendor and plan type from contract language.

In successor agreement negotiations, proposals to change long-standing provisions are properly met with resistance, and fact finders are wise to give due deference to existing contract language. However, in this case, the healthcare Opt Out provision is not a long standing provision. It was included in the contract as recently as the last round of negotiations in 2010, and was drafted in such a way (i.e., with specific effective dates) that supports the Employer's claim that the provision was particular to the last set of negotiations and the package of economic provisions that settled that contract. Undisputed testimony from the Employer indicates that no bargaining unit member used the Opt Out provision during the 2010-2012 contract period and no unit member has requested it in 2013. This being the case, there is no basis to continue the provision beyond its

originally intended purpose and no member of this unit will lose a benefit by allowing the provision to end.

Recommendation

The statutory criteria require that the Fact Finder consider the public employer's ability to administer contract provisions, relevant comparables, and the bargaining history of the parties when making a recommendation. In light of these considerations the Fact Finder recommends adopting a mix of language changes from the Employer's and Union's proposals including maintaining, yet raising, the inflation cap, and eliminating restrictive plan language, and eliminating the Opt Out provision. Relevant contract language shall read in part as follows.

Article 20

Life and Medical Insurance

A. During the term of the agreement, the Employer agrees to provide health care to the employees with the premium costs to be split 80% Employer and 20% employee. Employees shall receive the same level of benefits as other county employees under the Putnam County Commissioners Insurance Plan although the Employer will meet with the Union to discuss any changes to the Plan ~~at least forty five (45) days~~ **as soon as practicable** prior to proposed implantation. The employee's contributions for insurance coverage will not increase more than ~~twenty percent (20%)~~ **thirty percent (30%)** over the life of the collective bargaining agreement.

B. Current contract language.

C. Should the coverage provided to other county employees, by and through the Putnam County Commissioners Office, be changed or altered, such changes shall be applicable to the coverage herein provided following notice and meeting with the Union ~~at least forty five (45) days prior to the implementation for bargaining unit employees.~~ The Employer will provide medical insurance coverage under ~~CEBCO plan four (4)~~ **the Putnam County Commissioners Insurance Plan(s)** during the life of the agreement. ~~(Exhibit A)~~

D. Delete reference to 2011 and retain remaining current language.

E. Current contract language.

F. Delete section.

2. Article 24: Overtime

Employer Position

The Employer proposes to change the definition of "hours worked" for the purposes of determining overtime status. Currently the Employer uses an "active pay status" for calculating

overtime eligibility. Active pay status includes sick leave, holiday pay, compensatory leave and vacation leave. The Employer's proposal is based on its need to contain overtime costs. In 2012 overtime for Road Patrol Sergeants totaled \$16,018.94. There is a budget shortfall for the Sheriff's Office and controlling costs associated with overtime is a critical factor in managing the budget. A survey of contracts in surrounding counties reveals that most county sheriffs do not include sick leave or compensatory time in their definitions of "hours worked" for the purpose of calculating overtime eligibility. Finally, Sergeants are part of a bigger picture when it comes to overtime costs. All of the Sheriff's Office bargaining units are being asked to curtail costs in this same way.

Union Position

The Union seeks to maintain its current contract language. The Union argues that this proposed change has no meaningful effect on the bottom line of the Sheriff's budget. Public employers that exclude sick leave from the definition of "hours worked" for overtime calculation typically do so because of sick leave abuse problem. Such a problem is not evident with this bargaining unit. Among the counties most like Putnam County, sick leave is excluded from the definition of hours worked for the purpose of calculating overtime in only three counties (Fulton, Van Wert, Williams). None of the counties exclude compensatory time from the calculation. Only one of the four bargaining unit members has earned a substantial amount of overtime. This one employee has accrued overtime mainly by working traffic enforcement details – work paid for by special third-party grants. These grants continue to be available, unlike the larger one-time federal grants that came as part of the Recovery Act for local governments. Given this, the Sheriff has not met its burden in showing why the contract language should change.

Discussion and Recommendation

The fact finding record contains very little evidence to support the Employer's claim that overtime costs with this bargaining unit are in need of containment. Only one of the four unit members accrued a substantial amount of overtime. Based on the evidence presented by the Employer, of the 434.5 overtime hours earned in this bargaining unit only 48 hours have any relationship to the contract language the Employer seeks to change. Furthermore, there is no documentation in the fact finding record that shows an adverse annual trend, or a persistent pattern with these unit members earning overtime in the same pay period in which sick leave and comp time are used. Upon comparing contract language among the county sheriffs in this region one finds a

mixed bag. Some counties exclude sick leave while including comp time in overtime eligibility language, other counties exclude both sick leave and comp time, and yet others include both sick leave and comp time. There is no establish, excepted standard.

Recommendation

In deference to the bargaining history of the parties, the Fact Finder recommends maintaining the current contract language.

3. Article 45: Sick Leave

Employer Position

The Employer proposes to eliminate the existing sick leave incentive plan in Subsection O of this Article. It is a costly program that is not having the desired result. The program was never aimed at the Sergeants' unit because there is no sick leave abuse problem in this Unit. Giving a comp time credit is simply a vehicle to give extra money to employees. On average, the Employer budgets \$10,000 per year to make attendance incentive payments to employees, and the payments do not actually serve to improve attendance. With the rare exception, these are employees that have good attendance and do not have to be incentivized to sustain good attendance. This program adds no value to the quality of public services. The Sheriff's office is in a budget deficit of \$38,000 as of April 2013, therefore savings must be sought where it can be found.

Union Position

The Union seeks to maintain its current contract language. This contract provision has been a part of this contract for more than 10 years. Provisions such as this are typically negotiated in exchange for something. Now, the Employer is seeking to eliminate this provision and has not offered anything to take it out. This is not a significant cost item. The Employer refers to the workings of this provision as "paying" employees when in fact there is no cash payment to employees under this incentive program. Hours of comp time are put into an eligible employee's comp time bank. Finally, at the recent fact finding hearing between the Deputies and the Sheriff, no proposal was made to remove this provision from the Deputies' contract; therefore this language will remain in that Unit's contract at the very least, if not in others.

Discussion and Recommendation

The Fact Finder is sympathetic to the Employer's perspective that this sick leave incentive provision is essentially, "a solution looking for a problem." Encouraging employees not to use paid leave by giving them paid leave is an incongruity – at best. However, at some point in the bargaining history of the parties it was agreed that this was a fair and appropriate thing to do. As the Union points out, provisions such as these are most often the result of trade-offs, and to undo the work of a bargained trade-off without the benefit of a negotiated quid-pro-quo undermines the labor/management relationship and the bargaining process. As with the overtime provision above, this is not a significant cost item for this unit. The Employer's proposal is likely to have greater economic impact aimed at other units. Eliminating the language may be a sensible thing to do, but only if the parties mutually agree to do so through negotiations.

Recommendation

With deference to the bargaining history of the parties, the Fact Finder recommends maintaining current language in Section O of Article 45.

4. Article 57: Wages*Employer Position*

The Employer offers the following pay raises during the term of the contract.

1% on the base rate, effective the first pay period after the effective date of this agreement.

1% on the base rate, effective January 1, 2014.

1.5% on the base rate, effective January 1, 2015.

The Employer argues that this is a financially difficult time for the Sheriff's Office. Since 2007, there has been a net reduction in the Sheriff's funding level of approximately \$225K. Furthermore, the Sheriff has lost over \$1Million in grant funding that had been used to fund the return of six deputies from layoff. In the current year (2013) the appropriated budget approved by the County Commissioners is \$38,796 less than the Sheriff's anticipated expenses. This being the case, the Sheriff must make reductions where he can to live within his appropriated budget. In the last three-year contract, this unit received approximately 7% in wage increases. During the same time period unrepresented employees received only a \$1.00/hr. raise at the end of 2011. The Employer has included wage data from surrounding county sheriff offices for comparison purposes. The data show that the pay for Putnam County Sergeants is mid-range among peer counties. In fact, Sergeant pay in Putnam County is just above the average among peer counties. The five-step pay range of

Sergeants as listed in the unit's collective bargaining agreement may be low, but it is important to note that due to long tenure, none of the bargaining unit members are in the pay steps listed in the contract. All of the Sergeants are paid well above the 5th grade of the pay scale. Although small, the Employer is offering a pay increase in each year of the proposed three-year contract. The increases offered by the Employer are in line with general wage increases as compiled by SERB.

Union Position

The Union seeks pay raises over the three years of the proposed contract at the following levels.

4% effective retroactive to January 1, 2013.

3% effective January 1, 2014.

3% effective January 1, 2015.

The Union argues that the Putnam County Sheriff's Office Sergeants' pay scale is below market. Putnam County's grade 1 is the absolute lowest of the regional peer counties, and grade 5 although not the lowest, is at the very low end of the peer group's top wage step. The Union views this data as an indication that Putnam County Sergeants are underpaid and 3%-4% wage increases are in order. The Union acknowledges the argument made by the Employer, that it is the County Commissioners who hold the purse-strings. This being the case, it is fair and appropriate to look at the health of the General Fund when judging the affordability of proposed wage increases. The economy has started to rebound. Sales tax revenue and real estate revenue have gone up, and unemployment has dropped. In each of the last three years the unencumbered balance of the General Fund has approached 15%-20% of expenditures – enough to allow the County Commissioners to make large debt service payments and still maintain a healthy unencumbered balance in the General Fund. The County can clearly pay for reasonable pay raises. Even if the Union accepts that the County Commissioners do not choose to fund larger pay increases for employees, the Sheriff's budget itself is not as limited as the Employer suggests. A comparison of the appropriated budget against actual budget expenditures shows that the Sheriff has not been spending all that has been appropriated to him. In 2010, 2011, and 2012 the Sheriff's office returned to the General Fund approximately \$128K, \$131K, and \$193K respectively. It's not that the Sheriff cannot afford to pay more, but that the Sheriff simply has chosen not to pay more.

Discussion and Recommendation

The Sheriff does not make the typical inability to pay argument. Rather, he has argued that funding is tight, and that he does not control his own budget but is dependent on the budget appropriated for him by the County Commissioners. For 2013, the County Commissioners did not fully fund his office at the projected level of expenditures.

Upon reviewing the comparable data from both the Employer's and the Union's presentations, it is evident that the actual salaries of this bargaining unit are within the regional market range and do not require a market adjustment. The five-grade pay range on the other hand, is low compared to the market and could stand to be adjusted. A market adjustment for the five pay grades is something the Employer and Union could do through a labor/management conversation without costing the Employer a cent. As for general wage increases, the parties do not seem as far apart as one might initially perceive. The Employer has opened the door to wage increases in each of the three years of the contract – modest though they are – and has not argued an inability to pay, only that the budget, “is what it is.” In response to the Employer's, “It is what it is” argument, the Union has adeptly pointed out that there is surplus revenue in both the Commissioners' budget and the Sheriff's budget, therefore the budget could be something other than “what it is.”

With the CPI-U hovering between 1.6% and 2.2% over the past 12 months⁹, and the US and Ohio economies making a slow but steady recovery (although still performing under potential)¹⁰, it seems reasonable for the Employer to fund general wage increases that keep pace with inflation. Furthermore, it is reasonable for the Employer to provide wage increases that are comparable to those generally being funded in Ohio's public sector and specifically within the immediate geographic area. The SERB Annual Wage Settlement Report is a retrospective data source and shows 2012 average wage increases in the relevant market as ranging from 0.85% - 1.35%. Additionally, the Employer has introduced a data table that shows a survey of wage increases in surrounding counties for 2013/14 – they range from 2% - 3%. Given inflation and the most recent prospective wage settlement data, a general wage increase slightly higher than that offered by the Employer is reasonable.

⁹ <http://www.bls.gov/cpi/cpid1302.pdf>

¹⁰ OBM.Ohio.gov/document.pdf, Budget Blue Book, Executive Budgets for FYs 2012 and 2013, Section B

Recommendation

With due consideration to the statutory criteria for fact finding, including the Employer's ability to pay and reasonable comparables, the Fact Finder recommends the following wage settlement.

Effective retroactive to January 1, 2013 an increase of 1% on each unit member's base rate of pay.

Effective January 1, 2014 an increase of 2% on each unit member's base rate of pay.

Effective January 1, 2015 an increase of 2% on each unit member's base rate of pay.

Relevant contract language shall read in part as follows:

Article 57:

Wages

A. Current contract language.

B. Employees in their first 5 years of service will receive a step increase in accordance with the following: ~~Beginning with the effective date of this contract,~~ employees who are hired in the months of January thru June, will receive their first step increase in the January immediately following their date of hire, ~~Beginning on the effective date of this contract,~~ employees who are hired in July through December, will receive their first step increase in January immediately following their first anniversary date. After the initial step increase, employees in grades 2 through 5 will receive their step increase each year in accordance with Section C of this Article. ~~On April 2, 2011, employees leaving the steps or currently out of the steps, will receive a \$.50cent per hour increase of their regular rate of pay less any additional monies given for non-ranking supervisor. Effective January 1, 2012, employees leaving the steps or currently out of the steps will receive a \$.30 cent per hour increase of their regular rate of pay, less any additional monies given for non-ranking supervisors.~~ **Employees will receive annual percentage increases on their base rate of pay as follows: effective January 1, 2013 – one percent (1%) increase; effective January 1, 2014 – two percent (2%) increase; effective January 1, 2015 – two percent (2%) increase.**

C. ~~In 2011, new wages will become effective April 2. In 2012, n~~ New wages will become effective on the onset of the pay period in which January 1st falls, regardless of whether the pay period begins in December of the previous year.

D. Current contract language.

Appendix A

Delete language pertaining to 4/2/11 grade adjustments.

5. Article 58: Retirement

Employer Position

The Employer proposes that employees who intend to retire must provide 30 days advance notice to the Sheriff's Office. Under the Employer's proposal no employee would be required to retire, and employees would continue to be allowed to rescind a retirement prior to its effective date. However, under the proposal, a failure to provide required notice would result in the employee forfeiting 10% of the severance pay provided under Article 15. A lack of adequate notice to the Employer creates added operational costs due to overtime payments made to cover the unplanned vacancy, and it creates administrative complexities when prospective healthcare insurance payments must be recouped from the employee. Both the Corrections Unit and the Dispatcher Unit have accepted this language into their contracts and therefore it makes sense for all Sheriff's Office employees to operate under the same requirements and practice.

Union Position

The Union opposes the Employer's proposal. Although other Sheriff's Office units have agreed to this same proposal, those units have more reason to accept the proposal. In those units vacancies are often filled by new hires coming from outside the Sheriff's Office. Not so with the Sergeant's Unit. Vacancies in this unit create a promotional opportunity and are therefore filled from within the Sheriff's Office. No lengthy notice is necessary for recruitment, no disruption in healthcare insurance payments become an issue.

Discussion and Recommendation

The Fact Finder notes that the Sheriff's units that have accept this Employer proposal did so via negotiations; it was not imposed through a fact finding report. It should be thus for any unit taking on this type of restriction on its members. Every employer occasionally deals with the type of inconvenience that the Sheriff seeks to redress with this proposal. However, responding to an administrative inconvenience with a financial penalty imposed upon the payout of earned leave benefits is clearly something that should be negotiated.

As for the Employer's proposal to eliminate an employee's opportunity to purchase his/her service weapon, this too is an issue best negotiated between the parties.

Recommendation

With deference to the bargaining history of the parties, the Fact Finder recommends maintaining current contract language in Article 58.

Conclusion

In this report I have attempted to make reasonable recommendations that both parties will find acceptable. If errors are discovered or if the parties believe they can improve upon the recommendations, the parties by mutual agreement may adopt alternative language.

After giving due consideration to the positions and arguments of the parties and to the criteria enumerated in ORC 4117.14(G)(7)(a) to (f) the Fact Finder recommends the provisions as enumerated herein. In addition, all tentative agreements (TAs) previously reached by the parties along with all sections of the current Agreement not negotiated and/or changed, are incorporated by reference into this Fact Finding Report and should be included in the resulting collective bargaining agreement.

Respectfully submitted and issued at Columbus, Ohio this 30th day of April 2013.



Felicia Bernardini,
Fact Finder

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of this Fact Finder Report was sent by e-mail on April 30, 2013 to:

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