

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

)	
In the Matter of)	
Fact-Finding Between:)	
)	
)	
RICHLAND COUNTY)	Case No. 12-MED-09-0856
SHERIFF'S OFFICE)	(Corrections Officers)
)	
)	Case No. 12-MED-09-0857
)	(Clerks)
-and-)	
)	Jonathan I. Klein,
)	Fact-Finder
)	
FRATERNAL ORDER OF POLICE,)	
OHIO LABOR COUNCIL, INC.)	

FACT-FINDING REPORT
and
RECOMMENDATIONS

Appearances

For the Union:

Chuck Choate, Staff Representative
 Jill Lewis, Clerk
 Donald Bigler, Corrections
 Beau James, Corrections
 Kristen Stiteler, Corrections
 James Myers, Corrections

For the Employer:

Daniel Downey, Esq.
 Erika Spicer, Payroll Administrator
 Major Dale Fortney, Chief Deputy
 Lt. Chris Blunk, Asst. Jail
 Administrator

Date of Issuance: September 13, 2013

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(Clerks)**

I. PROCEDURAL BACKGROUND

This matter came on for hearing on June 20, 2013, before Jonathan I. Klein, appointed as fact-finder pursuant to Ohio Revised Code Section 4117.14, and Ohio Administrative Code Section 4117-9-05, on November 27, 2012. The hearing was conducted between the Richland County Sheriff's Office ("Employer"), and the Fraternal Order of Police, Ohio Labor Council ("Union"), at 597 Park Avenue East, Mansfield, Ohio 44905. The Union is the sole and exclusive bargaining representative for correction officers, corrections corporals, corrections sergeants, and corrections lieutenants; and civilians working in the clerical/technical positions of crime lab, nurses, secretaries, and clerks. (2008-2010 Collective Bargaining Agreement). The bargaining units are comprised of approximately 69 full-time employees. (Employer Position Statement).

As of the fact-finding hearing, a number of Employer proposals were withdraw. Those proposals dealt with the following articles:

1. Article 2 - Recognition
2. Article 4 - Union Business and Officials Roster
3. Article 13 - Filling of Positions/Promotional Test
4. Article 20 - Stand-By/On Call Status Pay
5. Article 27 - Field Training Officer
6. Article 29 - Sick Leave

The fact-finder incorporates by reference into this Report and Recommendations all tentative agreements between the parties relative to the current negotiations, and any provision of

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the current collective bargaining agreement not otherwise modified during negotiations and the fact-finding process.

At hearing the parties engaged in mutual discussions over the remaining disputed proposals from both sides. As a result of good faith negotiations, the parties reached a settlement of all outstanding issues. While the settlement reached precluded the fact-finder from any in-depth analysis of the resolutions agreed upon, the settlement appears reasonable and consistent with the fact-finding criteria listed below. No witnesses, testimony or other evidence was presented by either side.

II. FACT-FINDING CRITERIA

In the determination of the facts and recommendations contained herein in the absence of settlement reached by the parties, the fact-finder would have considered the applicable criteria required by Ohio Rev. Code Section 4117.14(C)(4)(e), as listed in 4117.14(G)(7)(a)-(f), and Ohio Admin. Code Section 4117-9-05(K)(1)-(6). These fact-finding criteria are enumerated in Ohio Admin. Code Section 4117-9-05(K), as follows:

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) 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;

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- (3) 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;
- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties;
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

III. FINAL RECOMMENDATIONS

ARTICLE 4 UNION BUSINESS AND OFFICIALS ROSTER

Section 4.01 The Union shall submit in writing the name of any employee who is to act as Union Representative for the purpose of processing grievances. The employees shall not be permitted to function as Union Representatives until the Union has presented the Employer with written certification of the individuals selected.

Section 4.02 The Union shall provide to the Employer an official roster of its officers and representatives within fifteen (15) days of the execution of this agreement. The Union shall provide updated rosters within fifteen (15) days of any change. Each roster shall include the Union Officer or position held.

Section 4.03 Office Associate. The authorized function and responsibilities of the Office Associate, and an alternate to replace the Office Associate when he/she is absent due to authorized leave in excess of five (5) working days, or where the grievance time limits are expiring, are the following:

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- A. Attendance at labor management meetings;
- B. Posting of Union notices on Union bulletin boards;
- C. Representing the Union in investigating and processing grievances;
- D. When acting as a grievance representative;
- E. General supervisory review of grievances;
- F. Acting as a liaison between the Employer and the Union;
- G. Attend FOP training seminars or educational courses;
- H. Matters involving labor management relations;

The Office Associate shall be reasonably released from his/her normal duty hours upon written request to the Jail Administrator to participate in the aforementioned matters without loss of pay or benefits. The release shall not interfere, interrupt or disrupt the performance of his normally assigned duties. No union business shall be conducted during assigned overtime hours. It is specifically understood between the parties that performance of the Employer's duties shall have priority over performance over Union business.

The Office Associate or his alternate shall use no more than seventy (70) hours per year on the aforesaid matters. Additional time to perform the above Union business by the Office Associate may be granted by the Jail Administrator within his sole discretion.

Section 4.04 Union leave shall be provided the Office Associate for a maximum of seven (7) days per year to be used to attend Union conventions. The Union shall inform the Employer as to who is taking the leave two (2) calendar weeks prior to the requested usage. Such leave shall be paid and shall be subject to the operational needs of the Sheriffs Office.

Section 4.05 Negotiations. Reasonable provisions shall be made by the Employer so that bargaining unit members, which consist of Office Associate and four (4) bargaining unit members selected by the Union as representatives on their negotiating committee and scheduled for duty may be carried on special assignment for the entire assigned shift for the purpose of negotiating on days of actual negotiating during the term of this agreement. The number of representatives on the negotiating committee shall be limited to a maximum of five (5) employees.

Section 4.06 F.O.P. training for Union Representatives may occur upon mutual agreement between labor and management. Union Representatives may receive F.O.P. training or attend educational seminars during All Hands Day when the training for All Hands Day is not mandatory. The Office Associate shall submit a written request to the Operations Major for approval of training. Scheduling for

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this training will be coordinated between the Jail Administrator and the Office Associate. Allowances for this training, as long as it is within reason, will not be arbitrarily withheld but will be subject to manpower coverage. Under no circumstances will overtime be paid for this training. Such training shall occur no more than twice each year.

Section 4.07 County vehicles can be used for union business upon the approval of the Jail Administrator.

Section 4.08 Maximum number of hours for preparation by the negotiating committee will be sixty (60) hours per person and will be subject to the approval of the Operations Major.

ARTICLE 14 HOURS OF WORK, OVERTIME AND COURT TIME

The Employer withdrew its proposal to change the current language of Article 14, Sections 14.03, 14.06 and 14.07.

Article 14, Section 14.10 G. shall be modified to provide:

G. Skipped Calling. If a Correction Officer or supervisor is entitled to work scheduled overtime and is not offered the overtime, he/she shall be offered the next available opportunity for scheduled overtime. For purposes of this paragraph it is the Correction Officer or supervisor's responsibility to bring to the Jail Administrator's attention any error in his/her scheduled overtime within fourteen (14) days of knowledge of the error.

The parties agreed to change Section 14.13 and Section 14.14 to read, as follows:

Section 14.3 Early Officers. The employer may have three employees per shift work one-half hour prior to any of the shifts stated in Section 14.09 to one-half hour prior to the end of the shift as an "Early Officer." It is agreed that the "Early Officer(s)" shall be a supervisor and two (2) corrections officers, one male and

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one female, scheduled to work the shift. It is further agreed that the “Early Officer(s)” assignments shall be rotated among the employees.

Section 14.4 Working out of Classification. Bargaining unit members required to perform the duties of a higher classification for a period of 3 or more consecutive days, shall receive compensation at the higher rate of pay normally received by that classification.

Section 14.07 is hereby modified to be consistent with Article 29's modifications:

Section 14.07 Compensatory Time. An employee, in lieu of overtime payment, may take compensatory time. Compensatory hours will be banked at a rate of one and one-half times the hours actually worked by an employee, or at a minimum rate such as those set forth in this agreement. An employee may accumulate and use up one hundred forty (140) hours of compensatory time in a calendar year. It is the Employer's goal to keep the use of overtime, when granting compensatory time off, to a minimum. It is understood that if an employee requests compensatory time off, which creates an overtime situation for the Employer, that the Employer has the right to compel that employee to use twelve (12) hours of banked compensatory time for every eight (8) hours used. The Employer shall keep a record and make it available to the employee the amount of hours in his/her compensatory time bank. Requests for compensatory time must be submitted in writing at least twenty-four (24) hours in advance of time requested.

All other agreed changes to Article 14, including tentative agreements on this article, if any, are incorporated into this recommendation along with the unmodified portions of the current contract language.

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**ARTICLE 17
WATCH DIFFERENTIAL PAY**

Sections 17.01 and 17.03 shall maintain current contract language. Section 17.02 shall provide, as follows:

Section 17.02 A watch differential pay shall be eighty cents (\$.80) per hour.

All other agreed changes to Article 17, including tentative agreements on this article, if any, are incorporated into this recommendation along with the unmodified portions of the current contract language.

**ARTICLE 25
WAGES**

The first full pay period of the current year of each contract year, bargaining unit employees shall receive an across-the-board \$.50 per hour increase in their wages. The parties further agreed at hearing to mutually develop a new wage chart showing the hourly rate of pay for each position. There shall be no other changes to Article 25.

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**ARTICLE 29
SICK LEAVE**

Section 29.11 shall be modified so as to read as follows:

Section 29.11 Partial Annual Sick Leave Conversion. An employee who has five hundred (500) hours of accumulated sick leave “banked” may on January 1 of each year convert up to sixty-four (64) hours of unused accumulated sick time from the preceding year into compensatory time. The sick leave conversion rate shall be eight (8) hours of accumulated sick leave for eight (8) hours of compensatory time; however, in those instances where the conversion will require the Employer to use overtime to cover the compensatory time off, the conversion rate shall be twelve (12) hours of accumulated sick leave for every eight (8) hours of compensatory time off. Once said sick time has been converted into compensatory time, it shall not be converted back into accumulated sick time. The sixty-four (64) hours will be included as specified in this Article.

All other agreed changes to Article 29, including tentative agreements on this article, if any, are incorporated into this recommendation along with the unmodified portions of the current contract language.

**ARTICLE 39
PERFORMANCE EVALUATIONS**

Section 39.04 shall read, as follows:

Section 39.04 Performance evaluations will be kept on file for two (2) years in the employee’s personnel file. Upon written request of the employee, when a performance evaluation becomes more than two (2) years old from the date of signing by the employee, the Employer shall destroy said performance evaluation.

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All other agreed changes to Article 39, including tentative agreements on this article, if any, are incorporated into this recommendation along with the unmodified portions of the current contract language.

ARTICLE 43 TRAINING

Section 43.04 shall be modified to state, as follows:

Section 43.04 Any time an employee is required to attend an overnight trip for training as listed in .02 and .03 of this Article, the employee shall be reimbursed for transportation, meals and lodging. Employees seeking reimbursement shall provide the Employer with receipts for the relevant expenses. Employees will be reimbursed for the actual cost of meals, not to exceed twelve dollars (\$12.00) for dinner, seven dollars (\$7.00) for lunch and six dollars (\$6.00) for breakfast. Employees shall not be reimbursed for alcoholic beverages.

All other agreed changes to Article 43, including tentative agreements on this article, if any, are incorporated into this recommendation along with the unmodified portions of the current contract language.

ARTICLE 47 UNIFORMS

Article 47 shall contain current contract language with the sole addition of a new Section 47.5.

Section 47.05 Bargaining unit members who retire or resign during the life of this collective bargaining agreement shall have the option of purchasing their duty

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weapon from the Employer for one dollar (\$1.00). In order to be eligible, the bargaining unit member must have worked in the Corrections Division (Transport) for the immediately preceding twelve months prior to his/her retirement or resignation.

**ARTICLE 48
SHIFT TRADE**

Section 48.01 By the mutual agreement between the involved employees and the Jail Administrator, members of the bargaining unit assigned to the same job classification may trade scheduled workdays. Approval for such shift trade shall not be unreasonably denied by the Jail Administrator or designee. The accumulative duration of shift trades by any one employee shall be limited to ninety (90) days in a rolling twelve-month period.

Section 48.02 During a mutually agreed upon shift trade by two (2) employees, no overtime shall be paid to either employee due to working more than eight (8) hours in a twenty-four (24) hour period within the same pay period.

Section 48.03 Shift differential pay shall be paid to the employee working the shift.

MEMORANDA OF UNDERSTANDING

The fact-finding incorporates into this report the Memorandum of Understanding on longevity and uniforms - Articles 16 and 47 (Joint Ex. 1), and the Memorandum of Understanding regarding compensatory time and choice of compensation, Article 14, Sections

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14.07 and 14.08 (Joint Ex. 2), copies of which are attached hereto. It is agreed and recommended that both memoranda shall continue in full force and effect to December 15, 2015.

_____/S/_____
Jonathan I. Klein, Fact-finder

Dated: September 13, 2013

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CERTIFICATE OF SERVICE

Originals of this Fact-finding Report and Recommendations were served on Chuck Choate, Staff Representative, Fraternal Order of Police, Ohio Labor Council, Inc. at 2721 Manchester Road, Akron, Ohio 44319 (cchoate@neo.rr.com); Daniel T. Downey, Esq., Fishel Hass Kim Albrecht LLP, Attorney for Employer, at 400 South Fifth Street, Suite 200, Columbus, Ohio 43215 (ddowney@fishelhass.com); and upon Donald Collins, General Counsel & Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213 (donald.collins@serb.state.oh.us), each by electronic mail this 13th day of September 2013.

_____/S/_____
Jonathan I. Klein, Fact-finder