

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

In Regard To The Matter of the Fact-Finding Between 2013 JUN 24 P 1:29

THE RICHLAND COUNTY) 12-MED-09-858
SHERIFF'S OFFICE) (Deputies)
)
-AND-)
)
FRATERNAL ORDER OF POLICE,)
OHIO LABOR COUNCIL, INC.)

ATTENDANCE:

For the County:

Daniel T. Downey, Esq., Attorney
Major Dale Fortney Chief Deputy
Erika Spicer Payroll Administrator

For The Union:

Chuck Choate F.O.P. Representative
Deputy James Nicholson Negotiating Team Member

BEFORE ALAN MILES RUBEN, FACT-FINDER

Tele: (216) 687-2310
Fax: (216) 687-6881
E-Mail: alan.ruben@law.csuohio.edu

BACKGROUND:

Richland County, Ohio occupies a territory of 500 square miles in the north-central portion of the State. Some 122,673 residents live within its borders.

The Richland County Sheriff's Department provides crime prevention and detection services primarily in the non-incorporated areas of the County.

The Department's twenty-one, full-time Deputies below the rank of Sergeant are members of a Bargaining Unit exclusively represented by the Fraternal Order of Police, Ohio Labor Council.

The Sheriff and the FOP were parties to a Collective Bargaining Agreement entered into as of January 1, 2008 for an initial term which expired on December 15, 2010.

Pursuant to Contractual requirements, timely notices were given by the parties of their intent to modify or amend the Agreement, and negotiations

proceeded looking toward the execution of a successor Agreement.

The parties conducted bargaining sessions on May 31, 2012; December 12, 2012; December 18, 2012, January 31, 2013 and February 12, 2013, but were unsuccessful in resolving all of the outstanding issues.

In consequence, the parties entered into and filed appropriate extension agreements on April 30, 2013 and on July 15, 2013.

As a result of the negotiations, the parties reached Tentative Agreements on amendments to the following provisions:

- Article 1 - "Agreement";
- Article 10 - "Discipline/Corrective Action";
- Article 11 - "Grievance Procedure";
- Article 14 - "Hours of Work, Overtime and Court Time";
- Article 16 - "Longevity";
- Article 30 - "Insurance";
- Article 41 - "Performance Evaluations";
- Article 53 - "Shift Trade", and
- Article 59 - "Duration";

The Fact-Finder finds appropriate and recommends the adoption of all of these Tentative Agreements.

The parties, moreover, tentatively agreed to carry forward and incorporate into the new Agreement, mutatis mutandis, all other Articles, from the 2008 Agreement with exception of those listed below:

A series of proposals to add new provisions and to amend other Articles and Sections of Articles of the 2008 Contract were withdrawn and are deemed to have abandoned. Remaining unresolved were proposals submitted by the Sheriff and the Union for changes to the following Articles:

- Article 2 - "Recognition/Probationary Period";
(Section 2.04)
- Article 15 - "Jury Duty";
(Sections 15.03; 15.06 & 15.07)
- Article 17 - "Watch Differential Pay";
(Section 17.02)
- Article 25 - "Wages";
(Section 25.01)
- Article 31 - "Sick Leave";
(Section 31.11)
- Article 37 - "Military Leave";
(Sections 37.01, 37.02, 37.04)
- Article 45 - "Training";
(Section 45.04) and additional
(Sections 45.07 and 45.08), and
- Article 52 - "Uniforms"
(Section 52.02)

The parties declared impasse, and on November 27, 2012, the undersigned was appointed Fact-Finder by the State Employment Relations Board.

The parties filed their agreement extending the time within which the Fact-Finder might issue his Report until July 31, 2013.

At the direction of the parties a fact-finding hearing was held on June 28, 2013 at the Richland County Sheriff's Office located in Mansfield, Ohio.

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

At the hearing, the parties reached Tentative Agreement on all of the remaining, outstanding issues as follows:

The Union withdrew its proposal to amend Article 2 - "Recognition/Probationary Period".

The Union agreed to accept the Sheriff's proposal to amend Section 15.03.

The Sheriff withdrew his proposal to amend Article 15, Sections 15.06 and 15.07.

The Sheriff accepted the Union's proposal to amend Article 17 - "Watch Differential Pay" by increasing the stipend from the current \$0.70 an hour by \$0.10 to \$0.80 per hour.

The parties agreed to amend Article 25 so as to increase wages by \$0.50 per hour retroactive to January 1, 2013 and by an additional \$0.50 per hour commencing on January 1, 2014 and a further \$0.50 per hour effective as of January 1, 2015.

The Union withdrew its proposal to amend Article 31 - "Sick Leave".

The Sheriff accepted the Union's proposal to amend Article 37 - "Military Leave" so as to track the statutory language.

The Union accepted the Sheriff's proposal to amend Article 45.04.

The Union withdrew its proposal to add a new Sub-Section 45.07 to Article 45 - "Training" and the

Sheriff agreed to accept the Union's proposal to add what was originally numbered as Section 45.08 to Article 45, but renumbered as Section 45.07 in light of the withdrawal of the originally numbered Section 45.07.

The Union withdrew its proposal to amend Article 52 - "Uniforms".

The Fact-Finder finds appropriate and recommends the adoption of all these additional Tentative Agreements as being consistent with the financial condition of the Office of the Sheriff and the compensation and other terms and conditions of employment of Deputy Sheriffs in other similarly situated County Sheriff Departments.

In so recommending, 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."

Fact-Finding Report issued this 22nd day of July,
2013.

Respectfully submitted,



Alan Miles Ruben

Fact-Finder

TAX ID NO: 189-24-1171