

**FACT FINDING REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
July 11, 2013**

In the Matter of:

Fraternal Order of Police, Ohio Labor Council

and

Harrison County Sheriff

12-MED-12-1432

12-MED-12-1433

12-MED-12-1434

**REPORT AND RECOMMENDATIONS OF FACT-FINDER
TOBIE BRAVERMAN**

APPEARANCES

For the Employer:

Rufus B. Hurst, Attorney
Ronald J. Myers, Sheriff
Brandi Burton, Fiscal Officer

For the Union:

Rick Grochowski, Staff Representative
Frank Valesko, Sergeant Bargaining
Representative
Richard McCann, Dispatcher Bargaining
Representative
Morgan Knight, Deputy Bargaining
Representative

INTRODUCTION

The undersigned was duly appointed by SERB by letter dated May 14, 2013 to serve as Fact-Finder in the matter of the Fraternal Order of Police, Ohio Labor Council (hereinafter referred to as "Union") and Harrison County Sheriff (hereinafter referred to as "Employer") pursuant to OAC 4117-9-5(D). The parties agreed to extend the deadline for the Fact Finder's Report until July 11, 2013. Hearing was held at Cadiz, Ohio on June 25, 2013. The Union was represented by Rick Grochowski, Staff Representative, and the Employer was represented by Rufus B. Hurst, Attorney. The parties engaged in mediation, and at the conclusion of mediation agreed to submit the outstanding issues to the Fact-Finder based upon the documentary evidence submitted by the parties in their pre-hearing position statements and discussions had during the course of the day. The parties agreed to waive service of the Fact-Finder's report via overnight delivery and agreed upon service via email.

FACTUAL BACKGROUND

The Employer is the county wide law enforcement agency for Harrison County, Ohio, a county with a population of approximately 16,000 located in Eastern central, Ohio. It is party to a single collective bargaining agreement for three groups of employees; road deputies, dispatchers and sergeants. The bargaining unit consists of a total of twelve employees. The most recent collective bargaining agreement between the parties expired on March 31, 2013. The parties engaged in several negotiation sessions, and previously reached a tentative agreement. That tentative agreement, however, was rejected by a vote of the Union membership. The parties engaged in subsequent bargaining without reaching agreement, and thereafter proceeded to fact finding and mediation as discussed above.

All tentative agreements made between the parties are deemed to have been incorporated herein and are adopted as part of the parties' final agreement. They include Section 18.4 regarding personal days and Article 25 regarding duration of the Agreement..

The unresolved issues are as follows:

Article 15 - Health Insurance

Article 18 - Holidays

Article 24 - Shift Differential and Longevity

Appendix - Wages

Based upon the considerations enumerated in Ohio Revised Code §4117.14 including past collectively bargained agreements between the parties, comparison of the issues submitted relative to other public employees doing comparable work, the interests and welfare of the public, the ability of the Employer to finance and administer the issues proposed, the effect of the adjustments on the normal standard of public service, the lawful authority of the Employer, other factors traditionally considered in the determination of issues submitted, and in particular, the discussions of the parties during mediation, the Fact-Finder makes the following recommendations.

ISSUES

ARTICLE 15 - HEALTH INSURANCE

Recommendation: The employee contribution percentage of health insurance premiums shall remain at 12%, with the amount of employee payment set at the time of execution of the Agreement, and capped for the life of the Agreement, at \$65.00 for single coverage and \$165.00 for family coverage.

Balance of the Article current language.

ARTICLE 18 - HOLIDAYS

Recommendation: Amend Section 18.2 as follows:

18.2 All bargaining unit members shall receive holiday pay for the holidays listed in Section 18.1 above. In order to be entitled to holiday pay, the employee

must work his/her last scheduled shift before the holiday, and first scheduled shift after the holiday. Employees on vacation or other leave on the day of a holiday shall not receive holiday pay. Employees who actually work on a holiday shall receive, in addition to their regular rate of pay, holiday premium pay. The premium pay shall be equivalent to ½ (one half) of their regular pay in addition to their regular rate to a maximum of eight (8) hours actually worked on a holiday listed in this Article. Holiday premium pay will be paid during the pay period in which it is earned.

Balance of the Article: Current Language except as modified by the tentative agreement on Section 18.4.

ARTICLE 24 - SHIFT DIFFERENTIAL AND LONGEVITY

Recommendation: Amend Article as follows:

24.1 During the term of this Agreement, each full-time bargaining unit member shall be entitled to a shift differential of \$.20 per hour for all hours actually worked during the designated afternoon shift and midnight shift.

24.2 Increase the longevity pay by \$5.00 at each step.

Balance of Article current language.

APPENDIX - WAGES

Recommendation: Amend Wage charts to reflect the following wage increases: \$.50 upon execution of the Agreement; 2.75% in second year and 2.75% in the third year of the Agreement.

Add the following language: Each bargaining unit member shall receive a signing bonus in the amount of \$300.00 payable in the first pay period after execution of this Agreement.

Rest of Appendix current language.

Dated: July 11, 2012



Tobie Braverman, Fact-Finder

CERTIFICATE OF SERVICE

The foregoing Report was delivered via email and this 11th day of July, 2013 to Rufus B. Hurst, counsel for Harrison County Sheriff Hurst.r.b@gmail.com and to Rick Grochowski, Staff Representative, Rgrochowski@neo.rr.com.



Tobie Braverman