

SUBMISSION

The undersigned was selected by the parties as Fact-Finder in this dispute, pursuant to written notice to the Fact Finder dated May 1, 2013. Collective Bargaining Agreements are in full force and effect between the Sandusky County (Ohio) Sheriff's Office ("County", "Sheriff's Office", "Sheriff" or "Employer") and the Ohio Patrolmen's Benevolent Association ("OPBA" or "Union"), and are hereinafter referred to as the "Agreement." The express terms of the Agreements state that they would end on June 1, 2013, but the Parties have agreed to continue their terms pending this Fact Finding Report.

The Union consists of two (2) bargaining units. One bargaining unit consists of thirty-two (32) Full-time Deputy Sheriffs in the Classifications of Patrol Officers (10), Corrections Officers (14) and Communications Officers (8). The second bargaining unit consists of Full-time Jail Nurses which unit does not have any current members employed by the Sheriff. These bargaining units are responsible for providing care and ensuring the security of persons held in the county jail; providing emergency dispatching services for law enforcement and other emergency responders; and enforcing the laws of the state.

The Parties have submitted numerous proposals, and met on April 29, May 10, May 17, and June 10, 2013 (mediation). The parties resolved most of the issues during the negotiations that preceded this Fact Finding.

On July 2, 2013, the Parties met in Fremont, Ohio, and participated in a mediation session and subsequently a Fact Finding session. The Fact Finder heard argument and admitted evidence submitted by the Parties on the following issues for both bargaining units:

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|------------|---------------------------------|
| Article 5 | - Hours of Work/Overtime |
| Article 12 | - Seniority |
| Article 22 | - Group Insurance |
| Article 23 | - Compensation and PERS Pick-up |
| Article 25 | - Education Pay |
| Article 34 | - Duration of Agreement |

At the mediation session, the parties executed Appendix C - Memorandum of Understanding (involving the Full-time Nurses Unit). This resolved all disputed issues regarding the Full-time Nurses at 2013-MED-03-0202.

The Parties agreed to extend the time periods to and including the issuance of the Report and Recommendations of the Fact Finder ("Fact Finder Recommendations") as provided under the Ohio Administrative Code Rule 4117.260. The Parties also agreed to waive overnight delivery of the Fact Finder Recommendations and agreed to delivery of the Fact Finder Recommendations by electronic mail only.

In presenting the Fact Finder Recommendations, the Fact Finder has given full consideration to all reliable information relevant to the issues, and to all criteria specified in O.R.C. Sec. 4117.14(C)(4)(e) and Rule 4117-9-05(J) and (K) of the State Employment Relations Board, to wit:

- (1) Past collectively bargained agreements 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;
- (3) 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;
- (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.

ISSUES, POSITIONS OF THE PARTIES AND RECOMMENDATIONS

The issues are described and resolved as follows:

ARTICLE 5 **HOURS OF WORK/OVERTIME**

Employer's Proposal: The Employer proposes increasing the hours of work for Patrol Officers and Corrections Officers within the fourteen (14) day work period from eighty (80) hours to eighty-six (86) hours. The Employer also proposes that the time period from which overtime pay would be determined be increased within the established fourteen (14) day work period from eighty (80) hours to eighty-six (86) hours. The Employer proposes the following language (proposed language underlined, deleted language lined through):

Sections 5.1-5.3. Current language.

Section 5.4. The work period for Patrol Officers and Corrections Officers shall be fourteen (14) days, ~~eighty (80)~~ eighty-six (86) hours. Effective with the first full fourteen (14) day work period following the execution of this Agreement, a Patrol Officer or Corrections Officer who is required to work more than ~~eighty (80)~~ eighty-six (86) hours during the established fourteen (14) day work period will receive overtime pay for the time worked in excess of ~~eighty (80)~~ eighty-six (86) hours. Overtime pay shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay.

For the purposes of determining an employee's eligibility for overtime, "hours required to work" will include actual work hours and compensatory time off and vacation leave. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime.

Sections 5.5-5.12. Current language.

The Employer states that the Sheriff's office has worked on the 80 hour overtime schedule since 1992 as it has worked the schedule for the past 20 years. The Employer represents that although the Sheriff is willing to continue the current language, the Sheriff's proposal is intended to capture the full requirements of FLSA Section 207(k) overtime schedule permissible under federal regulations.

The Employer counters the OPBA proposal for a 40 hour work period as it argues that the OPBA has not offered any explanation as to the need to change the twenty-year overtime process other than the Deputies and Corrections Officers want to be paid on a 40 hour week like dispatchers. The Employer points out that the comparables presented by the OBPA on this issue reflect over half of the comparable units are on the FLSA Section 207(k) schedule and what this really means is that those employers and unions have taken it upon themselves to independently bargain over what overtime schedule best fits those parties' needs. The Employer points out that the OPBA has taken the same issue to Fact Finding between the parties, *OPBA and Sandusky Camp County Sheriff, SERB Case No.: 2007-MDD-03-0205, (2007, Fact Finder Howard D. Silver)*, in which Fact Finder Silver agreed that there was no valid reason to undo what the parties had bargained themselves, as the proposal of the OPBA would have direct and substantial consequences on the administration of the Employer and on overtime costs. The Employer believes that this issue is best left to bargaining between the parties.

OPBA Proposal: The OPBA proposes that the language of the Agreement be modified to a work period of a 40 hour workweek and that overtime be paid to bargaining unit members when employees work more than 40 hours in one work week. The OPBA proposes the following language (proposed language underlined, deleted language lined through):

Section 5.1. Current language.

Section 5.2. The normal work week for ~~Communications Officers~~ all bargaining unit members shall consist of forty (40) hours exclusive of any unpaid lunch period. The workweek for all bargaining unit members shall be computed between 12:01 a.m. on Sunday of each calendar week and 12:00 midnight the following Saturday.

Section 5.3. When a ~~Communications Officer~~ bargaining unit member is required by the Employer to work more than forty (40) hours in a calendar week as defined in Section 5.2, above, he shall be paid overtime pay for all time worked in excess of forty (40) hours. Overtime pay shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay.

~~Section 5.4. — The work period for Patrol Officers and Corrections Officers shall be fourteen (14) days, eighty (8) hours. Effective with the first full fourteen (14) day work period following the execution of this Agreement, a Patrol Officer or Corrections Officer who is required to work more than eighty (80) hours during the established fourteen (14) day work period will receive overtime pay for the time worked in excess of eighty (80) hours. Overtime pay shall be paid at the rate of one and one half (1 1/2) times the employee's regular hourly rate of pay.~~

For the purposes of determining an employee's eligibility for overtime, "hours required to work" will include actual work hours, and compensatory time off and vacation leave and personal leave. All other hours for which the employee is compensated but does not work shall not be included in determining eligibility for overtime.

Sections 5.5 - 5.11. Current language.

The OPBA points out that its proposal would equalize the workweek for all bargaining unit members. The OPBA supports its proposal with a table of comparable data from contiguous counties concerning overtime as well as relevant portions of collective bargaining agreements applicable in those contiguous counties, and a chart of the overtime cycle for Deputy Sheriffs and Corrections Officers statewide.

Recommendation of the Fact-Finder: It is recommended that the current language in Article 5 be maintained. The Employer has represented that it is willing to maintain the current language rather than increase the hours in the current work period. Further, its proposal to increase the hours in the work period to capture the full requirements of FLSA Section 207(k) overtime permissible under federal regulations is not adequately supported on this record. The proposal of the OPBA to reduce the work period to 40 hours is not recommended as it would have direct and substantial consequences on the administration of the Employer and on overtime costs. Consistent with recommendation of Fact Finder Silver who declined to recommend a similar proposal, the Fact Finder understands that overtime would be more prevalent among 40-hour per week workers in comparison to workers employed during an 80-hour work period.

ARTICLE 12 **SENIORITY**

Employer's Proposal. The Employer proposes that Article 12 be amended, with the proposed language underlined, as follows:

Sections 12.1 and 12.2. Current Language.

Section 12.3. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Sheriff's Office. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Bargaining unit employees shall be permitted to submit three (3) shift preferences ranked in order from most desirable to least desirable, once annually, not later than December 1 each year. After December 1 each year, the Employer shall review the shift preferences of each bargaining unit employee, by classification.

After the time period for the bargaining unit employees to submit their shift preferences, the Employer shall assign bargaining unit employees to a shift effective the first full pay period in January at the sole discretion of the Sheriff or his designee. However, the following criteria will be considered:

- a. the operational requirements of the Sheriff's Office by individual classifications, inclusive of the gender balancing, workload requirements, the safety and security of the public and coworkers and disciplinary issues.
- b. the seniority of the bargaining unit employee; and
- c. the shift preferences of the bargaining unit employee, if any.

The final schedule shall then be posted. Unless otherwise assigned by the Sheriff or his designee, no bargaining unit employees shall remain on the same shift longer than one (1) year.

The Sheriff's exercise of discretion under this section must be reasonable and any employee not receiving any of their ranked shift preference will be entitled to challenge the reasonableness of the Sheriff's decision in the grievance and arbitration process contained herein.

Sections 12.4. through 12.6. Current Language.

The Employer points out that the shift assignment of employees currently falls within the purview of Article 3, Management Rights and that this has always been the case. The Employer states that its proposal on this issue is significant and is the first time since the inception of the bargaining unit that the Employer has been willing to include language with respect to this issue in the Agreement. Under this proposal, when assigning employees to a shift, the Employer must consider all of the operational needs of the Sheriff's Office which includes the safety of coworkers, the public, and what best provides acceptable levels of service and security to the public. It is also necessary from time to time for the Employer to have the ability to move an employee from one shift to another due to disciplinary reasons.

The Employer asserts that the OPBA proposal would unnecessarily provide a process for the OPBA to overturn the Employer's discretion, especially in light of the first time inclusion of this type of process in the labor agreement. The OPBA proposal for the process does not include the sole discretion of the Employer and only recognizes the specifically enumerated reasons for assigning employees to a shift. When considering the public safety, no one can anticipate every situation and the language of the OPBA would minimize these concerns.

The Employer states that the proposal as submitted includes the current policy, recognizes the Employer's management rights and discretion with respect to operating concerns and disciplinary concerns, and also provides the right of the employee to challenge the Sheriff's discretion through the grievance procedure.

OPBA Proposal: The OPBA proposes the Employer's language for the most part with the its modifications shown below (proposed language underlined, deleted language lined through).

Sections 12.1 and 12.2. Current Language.

Section 12.3. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Sheriff's Office. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Bargaining unit employees shall be permitted to submit three (3) shift preferences ranked in order from most desirable to least desirable, once annually, not later than December 1 each year. After December 1 each year, the Employer shall review the shift preferences of each bargaining unit employee, by classification.

After the time period for the bargaining unit employees to submit their shift preferences, the Employer shall assign bargaining unit employees to a shift ~~at the sole discretion of the Sheriff or his designee.~~ However, effective the first full pay period in January. The Sheriff's decision to assign an employee to a certain shift shall be based on the following criteria ~~The following criteria will be considered:~~

- a. the operational requirements of the Sheriff's Office by individual classifications, inclusive of the gender balancing, workload requirements, the safety and security of the public and coworkers and disciplinary issues.
- b. the seniority of the bargaining unit employees; and
- c. the shift preferences of the bargaining unit employees, if any.

The final schedule shall then be posted. ~~Unless otherwise assigned by the Sheriff or his designee, no bargaining unit employees shall remain in the same shift longer than one (1) year.~~

The Sheriff's exercise of discretion under this section must be reasonable and any employee not receiving his or her highest ~~any of their~~ ranked shift preference will be entitled to challenge the reasonableness of the Sheriff's decision in the grievance and arbitration process contained herein.

Sections 12.4. through 12.6. Current Language.

The OPBA recognizes that the Sheriff's main concern with the inclusion of the shift selection language was to ensure that the criteria for awarding the shifts included operational factors and gender balancing in the jail. The OPBA states that its proposed language clearly permits the Sheriff to deliberate over those factors, as well as seniority and employee preference, when making assignments. However, the final language needs to include a meaningful method for challenging the Sheriff's discretion in the grievance/arbitration procedure.

The OPBA argues that the Employer's proposal illustrates that there is no substantive method for challenging the Sheriff's decision, as not only does the Sheriff's proposal set forth his ability to make assignments at his "sole" discretion, but, it also limits employees to a maximum of one year on any discrete shifts, and more importantly, it totally emasculated the appeal process. The OPBA points out that, specifically, the Sheriff proposes that the employee may challenge the Sheriff's decision in the grievance and arbitration process only in any event that the employee does not receive "any of their rank shift preference." The OPBA argues that an employee would never be entitled to grieve, under the Sheriff's proposal, because he or she would always receive one of their rank shift preferences even if it is always their last choice. The OPBA asserts that this is not a meaningful review. The OPBA points out that this proposal is a significant compromise from its original position for a totally seniority-based shift selection.

Recommendation of the Fact-Finder: It is recommended that the shift schedule procedure proposed by the Employer, as modified, be included in the Agreement. If this Fact Finding Report is accepted, it would be the first occasion in which there would be language in the Agreement restricting the Employer in this area. It meets the Employer's concern for the need of discretion. It meets the Union's concerns for an outline of the standards which the Employer must employ with regard to shift selection, and provides for a meaningful review of those decisions, if necessary, based on reasonableness.

Recommended Contract Language

Sections 12.1 and 12.2. Current Language.

Section 12.3. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Sheriff's Office. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Bargaining unit employees shall be permitted to submit three (3) shift preferences ranked in order from most desirable to least desirable, once annually, not later than December 1 each year. After December 1 each year, the Employer shall review the shift preferences of each bargaining unit employee, by classification.

After the time period for the bargaining unit employees to submit their shift preferences, the Employer shall assign bargaining unit employees to a shift effective the first full pay period in January at the discretion of the Sheriff or his designee. However, the following criteria will be considered:

- a. the operational requirements of the Sheriff's Office by individual classifications, inclusive of the gender balancing, workload requirements, the safety and security of the public and coworkers and disciplinary issues.*
- b. the seniority of the bargaining unit employee; and*
- c. the shift preferences of the bargaining unit employee, if any.*

The final schedule shall then be posted. Unless otherwise assigned by the Sheriff or his designee, no bargaining unit employees shall remain in the same shift longer than one (1) year.

The Sheriff's exercise of discretion under this section must be reasonable. The reasonableness of the Sheriff's decision may be challenged in the grievance and arbitration process contained herein.

Sections 12.4. through 12.6. Current Language.

ARTICLE 22
GROUP INSURANCE

Employer's Proposal: The Employer proposes that the Agreement be modified to allow the Employer to change the premium costs for the bargaining unit employees when the Sandusky

County Commissioners officially change the premium costs for non-union employees. The Employer proposes the following modifications (proposed changes underlined):

Section 22.1. Current language.

Section 22.2. Upon the execution of this Agreement, the Employer agrees to contribute an amount of money equal to eighty-seven (87%) of the health insurance premium for all employees, and the employees, through payroll deduction, shall contribute an amount equal to thirteen percent (13%) of the applicable health insurance premium.

When the Sandusky County Commissioners officially change the premium costs of non-bargaining unit employees in Sandusky County, the Employer shall give the union a seven (7) calendar day advance notice. Upon issuing the seven (7) calendar day notice, either party may reopen this Article by filing a Notice to Negotiate with State Employment Relations Board. Bargaining between the parties pursuant to the reopener shall be conducted in accordance with ORC 4117.

Section 22.3. Current language.

The Employer notes that the bargaining unit has the same medical insurance plan at the same costs as is provided to other Sandusky County employees by the Board of Commissioners.

The Employer maintains that it is a very common practice that bargaining unit employees share the same costs with the same benefits as all employees covered by the same insurance plan. The Employer states that it is only asking for the same consideration.

The Employer states that it realizes that it is not fair to expect only bargaining unit employees to change the cost of premiums for health insurance or to expect the bargaining unit employees to change first. However, the Employer argues that it must be able to address the ever-increasing cost of health insurance. It points out that currently everyone in the nation is seeing exorbitant health insurance increases, especially in the face of the Affordable Care Act and it asserts that Ohio is expecting an approximate 80% increase in premium costs. The Employer asserts that it is unreasonable and unfair to expect all the non-bargaining unit employees to shoulder the costs of these types of increases, especially since all employees have the same benefits.

The Employer is proposing that, after changing the health insurance premiums for non-bargaining unit employees, giving a seven calendar day notice to the OPBA and meeting with the

OPBA, the premium share for bargaining unit employees will change in a manner consistent with the non-bargaining unit employees.

OPBA Proposal: The OPBA proposes that the current language contained in the existing Agreement be adopted by the Fact Finder and set forth in its entirety, as currently written, in the successor Agreement. The OPBA cites the 2012 20th Annual Report on the Cost of Health Insurance in Ohio's Public Sector, issued by the State Employment Relations Board Research and Training Section. It also refers to *Sandusky County Sheriff's Office and OPBA, SERB Case Nos. 10-MED-02-0179, 10-MED-02-180, (2010 Fact Finder Virginia Wallace-Curry)* in which Fact Finder Wallace-Curry did not recommend a similar provision.

Recommendation of the Fact-Finder: It is recommended that the language of the Agreement be modified to provide that, upon appropriate notice, when the Employer changes the premium costs of non-bargaining unit employees in Sandusky County it can do so for the bargaining unit subject to a reopener on this issue. Medical premium costs have continued to be a concern over the years with no real stability in sight. The provision proposed by the Employer provides the OPBA with the ability to reopen this article for negotiations, should it wish to negotiate the change in premium costs.

Recommended Contract Language

Section 22.1. Current language.

Section 22.2. Upon the execution of this Agreement, the Employer agrees to contribute an amount of money equal to eighty-seven (87%) of the health insurance premium for all employees, and the employees, through payroll deduction, shall contribute an amount equal to thirteen percent (13%) of the applicable health insurance premium.

When the Sandusky County Commissioners officially change the premium costs of non-bargaining unit employees in Sandusky County, the Employer shall give the union a seven (7) calendar day advance notice. Upon issuing the seven (7) calendar day notice, either party may reopen this Article by filing a Notice to Negotiate with State Employment Relations Board. Bargaining between the parties pursuant to the reopener shall be conducted in accordance with ORC 4117.

Section 22.3 Current language.

ARTICLE 23
COMPENSATION AND PERS PICKUP

Employer's Position: The Employer proposes that the Agreement be modified to allow for a wage freeze in year one of the Agreement and a 1% increase in years two and three of the Agreement. The Employer also seeks to modify the Agreement to allow the Sandusky County Commissioners to "buy back" the PERS pick up from bargaining unit employees when they do so for nonunion employees. The Employer proposes the following modifications (proposed changes underlined):

Section 23.1 Effective the first full pay period that includes June 1, 2013, the wage rates of all bargaining unit employees shall be increased by zero percent (0%). (Appendix A).

Section 23.2 Effective the first full pay period that includes June 1, 2014, the wage rates of all bargaining unit employees shall be increased by one percent (1.0%). (Appendix A).

Section 23.3 Effective the first full pay period that includes June 1, 2015, the wage rates of all bargaining unit employees shall be increased by one percent (1.0%). (Appendix A).

Section 23.4 For employees hired prior to July 1, 2013, The Employer shall continue to report eight and one-half percent (8 1/2%) of the bargaining unit employee's contributions as "picked up" by the Employer. "Picked up" means that the Employer shall assume and pay to the Public Employees Retirement System of Ohio the eight and one half percent (8 1/2%) contribution. No person shall have the option of receiving the "picked up" contribution in cash instead of having it paid to the Public Employees Retirement System and the Employer is paying the contributions in lieu of having the employees make these contributions.

When the Sandusky County Commissioners "buy back" the PERS pick up from non bargaining unit employees in Sandusky County, the bargaining unit employees shall be subject to the same "buy back" process. Prior to implementation of the "buy back" the Employer shall give the Union a seven (7) calendar day advance notice. Upon request from the Union during the seven (7) calendar day notice period, the Employer agrees to meet with the Union in a labor relations meeting in accordance with Article 8, Labor Relations Meetings, contained herein.

Section 23.5. Current language.

The Employer argues that, like virtually every other county in the state, it is experiencing tightly controlled spending. The Employer indicates that it anticipates that the OPBA will argue that the General Fund has the money to pay for the OPBA's proposed wage increases. The Employer urges that one should not confuse the role of the "legislative body" compared to the Employer which is the Sheriff. The Employer points out that the Sheriff is a separate elected official and that the courts have been very clear that, absent an abuse of discretion, no one can

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force the County Commissioners to fund the Sheriff's Office in any amount than the Commissioners deem appropriate.

The Employer asserts that the 2013 budget has already been approved and appropriated and that the Employer knows it can pay for the Employer's proposal.

The Employer notes that the members of the bargaining unit have received excellent raises while non-bargaining unit employees in the County have not received wage increases in 2009, 2010, 2011 or 2013. Further, the Employer argues that the comparables indicate that the bargaining unit employees are above or at comparable wages for contiguous counties.

The Employer asserts that the 4% wage increase proposed by the OPBA would cost the Sheriff's office approximately \$301,531.83 in total payroll and related costs over the life of the new agreement. The Employer's proposal would cost \$128,126.73 in total payroll and related costs for difference of \$173,405.10.

The Employer points out that in 1986 and 1987, the Sheriff agreed to "pick up" the employees PERS payment in return for no wage increase and currently the Sheriff still pays 8.5% of the employee's PERS contribution but that this has now become problematic for the County. The County commissioners are considering how to "buyback" the PERS "pick up" for all County employees. While there's been no process formally produced, such a process is expected to be implemented within the term of this Agreement. The Commissioners understand that the "pick up" will not be done in such a way to take money from the employees but will be added to their wages. The Sheriff is proposing that when that process is formalized it also applies to the bargaining unit employees.

With respect for the \$1 increase portion of the Union's proposal, the Employer maintains that the Deputies and the Correction Officers in the Sheriff's office have always been paid the same wage. The Employer points out that Correction Officers also have the ability to become sworn law enforcement and perform some "extra detail duties" such as athletic competitions. The Employer represents that the wages for both of these units is very comparable and wages are being paid at or above the average and that there is no reason to deviate from this other than the Deputy unit "wants it." The Employer states that a wage payment such as this has gone through

numerous negotiations, fact findings and conciliations and has never been modified. No employee has been harmed because of these wages and if it ever changes that should be the result of the duties being altered an agreement by the parties.

OPBA Proposal: The OPBA proposes that the agreement be modified to provide for a 4.0% pay increase in each of the next three years and that all Patrol Deputy Sheriffs who are certified peace officers in the state be paid an additional \$1 per hour for all hours worked. The OPBA proposes the following modifications (proposed changes underlined);

Section 23.1 Effective the first full pay period that includes June 1, 2013, the wage rates of all bargaining unit employees shall be increased by four percent (4.0%). (Appendix A).

Section 23.2 Effective the first full pay period that includes June 1, 2014, the wage rates of all bargaining unit employees shall be increased by four percent (4.0%). (Appendix A).

Section 23.3 Effective the first full pay period that includes June 1, 2015, the wage rates of all bargaining unit employees shall be increased by four percent (4.0%). (Appendix A).

Section 23.4-23.5. - Current language.

Section 23.6. All Deputy Sheriffs, assigned to Road Patrol, who are certified peace officers in the State of Ohio shall receive an additional one dollar (\$1.00) per hour for all hours worked.

The OPBA initially points to data in what it considers comparable counties that show that the Employer is at 94.53% of average of benefits for Deputy Sheriffs, 95.03% of the average for County Dispatchers, and 102.29% of the average for Corrections Officers. The OPBA maintains that the County financial situation will allow for appropriate wage increases. The OPBA points out the Amended Certificate of Estimated Resources filed by the Employer as showing an unencumbered estimated balance in its General Fund as of January 1, 2013, to be \$1,498,241.02. It notes that the audit of the County done by the State Auditor dated December, 2011, showed that the Employer's final budgeted appropriations and other financing uses were greater than actual expenditures and other financing uses by \$592,419 (page 11). It also points out that sales tax revenues have increased statewide by 7% in 2012, as would the allocation to the Employer. The Union also cites the Bureau of Workers Compensation rebate to the Employer of \$548,410 in 2013.

The OPBA opposes any change in the PERS pick up language.

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Recommendation of the Fact-Finder: It is recommended that the Agreement be modified to allow for a 1 1/2% increase effective July 1, 2013, a 2.0% increase effective July 1, 2014, and a 2 1/2% increase effective July 1, 2015, as being appropriate and in line with the statutory factors including being proportionate to pay raises generally in the public sector in the state of Ohio at this time, the comparables presented and the financial position of the Employer. The Employer's proposal with respect to the PERS "pick up" and the OPBA's proposal for an additional \$1 for certain members of the bargaining unit are not recommended as they are insufficiently supported on the record.

Recommended Contract Language

Section 23.1 Effective the first full pay period that includes June 1, 2013, the wage rates of all bargaining unit employees shall be increased by one and one half percent (1.5%). (Appendix A).

Section 23.2 Effective the first full pay period that includes June 1, 2014, the wage rates of all bargaining unit employees shall be increased by two percent (2.0%). (Appendix A).

Section 23.3 Effective the first full pay period that includes June 1, 2015, the wage rates of all bargaining unit employees shall be increased by two and one half percent (2.5%). (Appendix A).

ARTICLE 25
EDUCATION PAY

Employer's Proposal: The Employer proposes that the Agreement be modified to limit education pay to those bargaining unit employees hired on or before June 1, 2013, and change the language so that the payment is a "stipend" at one time during the year and not part of the employee's biweekly pay. The Employer proposes the following modifications (proposed changes underlined, deletions lined through):

Section 25.1 The Employer agrees to increase the annual compensation of a bargaining unit employee, hired on or before June 1, 2013, who receives his Associate Degree in Law Enforcement from an accredited

university. The amount of the educational stipend increase shall be four hundred dollars (\$400) annually ~~and shall become part of the eligible employee's biweekly pay.~~

Section 25.2 A bargaining unit employee, hired on or before June 1, 2013, who receives a Bachelor's Degree in Law Enforcement or Criminal Justice from an accredited university shall receive ~~an education increase~~ a stipend of six hundred dollars (\$600) annually ~~and this increase shall become part of the eligible employee's biweekly pay.~~ An employee who is eligible for the six hundred dollar (\$600) education stipend increase shall not also be eligible for the four hundred dollar (\$400) education stipend increase.

The applicable stipend shall be made on the first payday following December 1 of each year.

The initial part of this Employer proposal is that employees hired on or after June 1, 2013, not receive the Education Pay. Employer argues that it is not attempting to take away this benefit from current employees, but is looking to grandfather it for the current employees. The Employer maintains that no bargaining unit positions are required to have an Associate's Degree or Bachelor's Degree as a condition of employment nor is it required after employment occurs. The Employer states that there is no evidence that such degrees make anyone a better Sheriff's Office employee as all of the training required to be a successful Sheriff's Office employee is provided after employment, with the exception of becoming a sworn law enforcement officer which is a condition of employment. The Employer believes that tax dollars can be more efficiently and effectively spent on the public in a different manner as it notes that in comparable areas, there is only one other Sheriff's Office that has Education Pay and that pay is significantly less than the Sandusky County Sheriff's Office.

Additionally, the Employer is asking to change the process of making the education payment from inclusion in the hourly rate into a one time a year payment. This would be done in the same manner as the current longevity payments. This would make the Education Pay into a "bonus" payment that the employer can count each year like a Christmas club.

OPBA Proposal: The OPBA proposes that the current language contained in the existing Agreement be adopted by the Fact Finder and set forth in its entirety, as currently written, in the successor Agreement.

Recommendation of the Fact-Finder: It is recommended that the Employer's proposal be accepted as modified to delete the part of the proposal which would not provide Education Pay to employees hired on or after June 1, 2013.

Recommended Contract Language

Section 25.1 The Employer agrees to increase the annual compensation of a bargaining unit employee who receives his Associate Degree in Law Enforcement from an accredited university. The amount of the educational stipend shall be four hundred dollars (\$400) annually.

Section 25.2 A bargaining unit employee who receives a Bachelor's Degree in Law Enforcement or Criminal Justice from an accredited university shall receive a stipend of six hundred dollars (\$600) annually. An employee who is eligible for the six hundred dollar (\$600) education stipend shall not also be eligible for the four hundred dollar (\$400) education stipend.

The applicable stipend shall be paid on the first payday following July 1 of each year.

ARTICLE 34
DURATION OF AGREEMENT

Employer's Proposal: The Employer proposes that the Agreement become effective on the date of its execution, and expire on June 1, 2016, and that the automatic renewal language be deleted. The Employer's proposed language is as follows (new language underlined, deleted language lined through):

Section 34.1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and shall be effective ~~as of June 1, 2010~~ on the date of its execution and shall remain in full force and effect until ~~June 1, 2013~~ June 1, 2016. ~~provided, however, it shall not be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice as provided herein.~~

Section 34.2 If either party desires to modify or amend this Agreement, it shall notify the other in writing of such intend no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice of intent shall be given by regular U.S. mail.

The Employer is proposing a three-year agreement upon signing and is proposing to delete the automatic renewal language. The Employer agrees with the OPBA's proposal at section 34.2.

OPBA Position: The OPBA proposes

Section 34.1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and shall be effective as of ~~June 1, 2010~~ June 1, 2013, and shall remain in full force and effect until ~~June 1, 2013~~ June 1, 2016, provided, however, it shall not be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice as provided herein.

Section 34.2 If either party desires to modify or amend this Agreement, it shall notify the other in writing of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice of intent shall be given by regular U.S. mail. ~~If the OPBA gives such notice, the OPBA shall simultaneously submit its written proposals for notifying or amending this Agreement.~~

The OBPA is proposing a three-year agreement effective on June 1, 2013, and proposes the deletion of the requirement for the OBPA to submit its first proposals to the Employer at the same time as the filing of the Notice to Negotiate.

Recommendation of the Fact-Finder: It is recommended that this Article be modified to provide that the term of the Agreement be effective on July 1, 2013 through June 1, 2016, and to delete the automatic renewal and requirement for the OBPA to submit its first proposals to the Employer at the same time as the filing of the Notice to Negotiate provision.

Recommended Contract Language

Section 34.1. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and shall be effective as of June 1, 2013, and shall remain in full force and effect until June 1, 2016.

Section 34.2 If either party desires to modify or amend this Agreement, it shall notify the other in writing of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice of intent shall be given by regular U.S. mail.

**Matters Previously and Tentatively Agreed to,
Matters Agreed to at the Fact Finding Hearing,
and Matters Not Addressed in the Recommendations**

Recommendation of the Fact-Finder: It is recommended that all matters previously and tentatively agreed to by the Parties and matters agreed to at the Fact Finding session regarding issues not specifically addressed in this Report and Recommendations of the Fact Finder be deemed incorporated by reference. It is also recommended that all language not addressed in these recommendations and not so incorporated by reference will stay the same in the new Agreement

This concludes the Report and the Recommendation of the Fact Finder.

The Parties are reminded that any mistakes in the language recommended by the Fact Finder are correctable by agreement of the parties pursuant to Ohio Revised Code Section 4117.14 (C) (6) (a).

Respectfully submitted,



**Michael D. McDowell
Fact Finder**

Pittsburgh, PA
August 5, 2013

CERTIFICATE OF SERVICE

This is to certify that per agreement of the Parties, an electronic copy in .pdf format of the executed original of the foregoing was emailed this 5th day of August, 2013, to Mr. Pat Hire at PHire@clemansnelson.com and to Mr. Joseph M. Hegedus at jmhege@sbcglobal.net.



**Michael D. McDowell
Fact-Finder**

In the Matter of Fact-Finding Between the Sandusky County (Ohio) Sheriff and Ohio Patrolmen's Benevolent Association, Case Nos. 2013-MED-03-0201 and 0202