

**STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD**

ALLEN COUNTY SHERIFF,

Employer,

-and-

Case No. 13-MED-09-1115

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.,

Employee Organization.

**FACT-FINDING**

*Philip H. Sheridan, Jr., Fact-finder*

*Issued: June 12, 2014*

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For The Employer

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For The Employee Organization

**STATEMENT OF THE CASE**

The parties, the Allen County Sheriff, represented by Diane W. French, Esq., and the bargaining unit, the Fraternal Order of Police, Ohio Labor Council, Inc., including 44 regular Deputies 39 Corrections Officers, and 14 Dispatchers, represented by Jackie A. Wegman, Staff Representative, have entered into negotiations for a successor contract to the contract that expired December 31, 2013.

The parties met and bargained in good faith with at least three meetings between the parties. The parties without dispute, or through negotiation, reached tentative agreement on current language or changes in the collective bargaining agreement. Issues remain in several articles of the agreement.

Pursuant to R.C. §4117.14 and Admin. R. 4117-9-05, the State Employment Relations Board appointed Philip H. Sheridan, Jr., 915 South High Street, Columbus, Ohio, as fact-finder.

The parties agreed to a fact-finding hearing on May 28, 2014, and the meeting was convened at 10:30 a.m. at the Allen County Sheriff's office. In addition to the representative, Jim Everett, Chief Deputy, appeared at the hearing on behalf of the Sheriff. In addition to their representative, Deputies Jerry Cress, William Joseph, and Andre P. McConnahea, Corrections Officers Michael Knotts, Tonya Lauck and C. Lee Shafer, and Dispatchers Teresa Pulfer and Carolyn E. Boyd appeared on behalf of the bargaining unit. The parties and the fact-finder discussed the procedure to be followed by the parties.

After an attempt at mediation the parties resulted in tentative agreements in two of the remaining issues, the parties agreed that the remaining issues were not amenable

to additional mediation. The parties submitted the matter upon testimony, statements, documents, and arguments presented to the fact-finder.

In accordance with the provisions of R.C. Chapter 4117, the parties provided me with a copy of the current (expired) contract, the articles that are unchanged or have been resolved, the unresolved articles, and each party's proposal on the unresolved issues.

In issuing this fact-finding report, I have given consideration to the provisions of R.C. Chapter 4117 and, in particular, the criteria contained within Admin. R. 4117-9-05(I).

## THE POSITION OF THE PARTIES AND RECOMMENDATIONS

### Article 17-Hours of Work-New section-shift differential

The bargaining unit's position: The bargaining unit proposes a new section that provides for premium pay of fifty cents per hour for hours worked during second shift, and seventy cents per hour for hours worked during third shift. The bargaining unit argues that shift differential appears in many safety force contracts based upon the recognition that working the second and third shifts can adversely affect a member's health and family life. It is clearly a valuable benefit to those employees who are affected by it.

The Sheriff's position: The Sheriff has rejected this proposal based upon increased costs and the current inability to pay a shift differential with the available funding.

Discussion and recommendation: The Sheriff has provided persuasive evidence that the county's revenues and the Sheriff's funds provided by the county commissioners have decreased since 2008. The bargaining unit has provided similarly persuasive evidence that Allen County is participating in the improved economy, e.g. the reduced unemployment rate of 5.4%, and increased sales tax revenues. On balance, I prefer to see

any increase be provided across-the-board, rather than to selected shift workers. This article should continue to be discussed in future contract negotiations. I recommend no change in the current contract language.

**Article 18, Wages**

The Sheriff's Position: The Sheriff proposes no wage increase for 2014, 2015 or 2016. He argues that the current staffing is less than he would like, his personnel costs are an increasing majority of his annual budget, and the County Commissioners are providing general fund revenues to him for his operation that are at about the same level of funding received by him from the Commissioners in 2008. Expenses have remained static through the Sheriff's efforts to control spending, juggle the funds he has available, and live within the budget allocated to him. The Sheriff takes the position that, if anything, his revenues are the same as, or less, than they were in 2011, 2012, and 2013, where a conciliator ordered no wage increase in 2011, the parties agreed to a \$400 lump-sum payment in 2012, and a wage reopener in 2013, which ultimately resulted in a .025% increase. The other bargaining units have done no better. A document provided by the Sheriff shows a decrease in spending from 2008 through 2013 of 11.30% for the Sheriff's office, and 14.24% for corrections. The commissioners have reduced funding to all county agencies as a result of the decreases in revenues experienced by Allen County.

The bargaining unit's Position: The bargaining unit proposes a wage increase of 1.5%, effective January 1, 2014, a wage increase of 1.5% effective November 1, 2014, a wage increase of 3% for 2015, and a wage increase of 3% for 2016. The bargaining unit members have not enjoyed a wage increase for three years.

Discussion and recommendation: The parties have been close to settling their differences and reaching an agreement on several occasions during these negotiations, and their positions were closer to one another than their current fact finding positions. However, it appears that the employer has at least a limited ability to fund a pay increase, and despite the hard times experienced by the County, my recommendations are consistent with historic raises, and the apparent trend upward in the state's economy. The Sheriff's reductions in spending are more than the 12.89% decrease in spending from the general fund county-wide. From the comparables presented by the parties it appears that neither proposal would move the bargaining unit to the top or the bottom of counties with similar populations or those within the area established by State Employment Relations Board statistics.

In addition to the comments above, I considered the information provided to me by both parties and am making my recommendation after consideration of the statutory and administrative requirements provided in Chapter 4117 of the Revised Code. I recommend a 1% across the board wage increase effective upon the ratification of the contract retroactive to January 1, 2014, a 1% across the board wage increase for calendar year 2015, and a 2% across the board wage increase for calendar year 2016.

**New Article-Shift Preference**

The bargaining unit's position: The bargaining unit proposes new language that will allow a bargaining unit member to bid a fixed shift. The bargaining unit offers comparable information that suggests such bidding is permitted in a number of contracts around the state that cover public safety forces. One of the primary reasons for organizing for collective bargaining is to protect senior employees from management whim in rescheduling based on unacceptable disciplinary reasons, for instance.

The Sheriff's position: The Sheriff takes the position that shift assignment is a management right that the Sheriff declines to bargain over. The Sheriff needs to be able to place the employees he chooses in various shifts and positions based on a number of considerations, including seniority. The current practice of allowing bargaining unit members to request in writing a specific shift assignment is working well.

Discussion and recommendation: A number of articles in the collective bargaining agreement already deal with seniority either directly or indirectly; for instance the pay steps, layoff rules and choice of vacation. I believe this issue is a term or condition of employment that is subject to the statutory authority to bargain. I recommend the new article, as set out in the FOP proposal dated November 4, 2013, and provided me as part of the bargaining unit's presentation. It appears to me that certain employees will always have a favored shift, and that the Sheriff should be able to either accommodate his employees or justify denying a shift preference with reasons that are reasonable and understandable.

**New article: Scheduling of time off as it relates to Corrections**

The bargaining unit's position: The bargaining unit proposed this new article so that all supervisors in corrections handle applications for scheduled time off in the same manner. The officers are able to schedule a weekend (3 day) off every three months, and the way in which some of the supervisors handle the request allows requests for compensatory time to interfere with the weekend off because of considerations of minimum staffing and avoiding overtime.

The Sheriff's position: The Sheriff opposes the new article proposed, in part based on objections to terms like “normally” and “on a case-by-case basis” in the proposed article, which are an invitation for conflict and disputes.

Discussion and recommendation: There are always going to be competing interests when the slots available for time off can't all be granted for operational reasons. I recommend no change, as it is not clear to me that the proposed language would solve the perceived problem, or that it would be capable of implementation.

**Article 22, Sick Leave, section 22.4-immediate family:** The parties are in agreement on this bargaining unit proposal. “Brother-in-law and sister-in-law” will be added to the definition of “immediate family.”

**Article 27, Duration:** The parties are in agreement on this article. The changes reflected in the FOP proposal November 4, 2013 and provided as a part of the bargaining unit's proposal contains corrections to the dates to include the three year contract period from January 1, 2014 through December 31, 2016, and allow notice by email according to SERB's administrative rules.

#### CONCLUSION

I recommend that the parties adopt the unchanged articles and the tentative agreements reached by them. The parties cooperated in presenting their positions to me and in dealing with one another. The courtesy and professional behavior was evidence of the good relations between the parties. Good faith bargaining does not necessarily lead to agreement, but I encourage the parties to continue to bargain in good faith even if they are unable to agree on my recommendations.

Respectfully submitted,

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CERTIFICATE OF SERVICE

A copy of the foregoing Fact-Finding Report was served by email this 12th day of June, 2014, to the principal representatives of the parties, and to the State Employment Relations Board.

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PHILIP H. SHERIDAN, JR.