

STATE EMPLOYMENT RELATIONS BOARD

**FACT FINDER'S REPORT
AND
RECOMMENDATION**

IN THE MATTER OF:

PUTNAM COUNTY SHERIFF

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Case Nos. 2015-MED-10-1112 (Road Patrol Sergeants)
2015-MED-10-1115 (Road Patrol Sergeants)

Before Fact Finder: Thomas J. Nowel, NAA
March 4, 2016

PRESENTED TO:

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INTRODUCTION

The State Employment Relations Board appointed the Fact Finder in the case as captioned on the cover page on November 25, 2015 in accordance with Ohio Revised Code Section 4117.14 (C) (3). Hearing in the matter was held on February 16, 2016 at the offices of the Putnam County Sheriff.

The prior collective bargaining agreement expired on December 31, 2015, and the parties agreed to an extension of fact finding. The parties engaged in negotiations on eight or nine occasions including mediation sessions facilitated by an FMCS mediator. The parties successfully resolved most open issues during negotiations. Prior to the commencement of the evidentiary hearing, the Fact Finder discussed possible resolution of the outstanding issues, and the parties worked hard at resolving the negotiations. The parties agreed to the issuance of this Report and Recommendation on March 4, 2016. The composition of the bargaining units includes approximately five Sergeants and approximately nine Road Patrol Deputies in the respective bargaining units.

OUTSTANDING ISSUES:

Article 50, Wages (Road Patrol Deputies)

Article 50, Wages (Sergeants)

THOSE PARTICIPATING AT HEARING FOR THE EMPLOYER:

Fred Lord, Representative

Tim Meyer, Sheriff

Dave Roney, Interim Sheriff

Laura Huff, Administrative Assistant

Brian Siefker, Captain

THOSE PARTICIPATING AT HEARNG FOR THE UNION:

Jonathan J. Winters, OPBA Special Counsel

Elizabeth Wilfon, OPBA Counsel

Tony Reckor, Sergeant

Mark Doster, Deputy

BACKGROUND

In analyzing the position of the parties regarding each issue at impasse and then developing a recommendation, the Fact Finder is guided by the principles which are outlined in Ohio Revised Code Section 4117.14 (G) (7) (a-f) as follows.

1. The past collectively bargained agreement between the parties.
2. Comparison of the issues submitted to fact finding 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.
3. The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, the effect of the adjustments on the normal standard of service.
4. The lawful authority of the public employer.
5. The stipulations of the parties.
6. Other factors, not confined to those listed above, which are normally or traditionally taken into consideration in determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact finding, or other impasse resolution procedures in the public service or private employment.

ANALYSIS AND RECOMMENDATIONS

Article 50, Wages (Road Patrol Sergeants)

Article 50, Wages (Road Patrol Deputies)

The Union's proposal regarding Road Patrol Sergeants, with less than 20 years of service, includes a wage which is 4% higher than the wage received by a Road Patrol Deputy with 22 years of service in 2016. In 2017 Sergeants with less than 20 years of service will receive a wage which is 8% greater than the wage of a Road Patrol Deputy with 23 years of service. Sergeants with more than 20 years of service will receive a \$750.00 lump sum payment in 2016 and again in 2017. In 2018 base rates of pay will be increased by the same percent wage increase as received by Road Patrol Deputies.

The Union proposes a general 3.5% across the board increase for Road Patrol Deputies in 2016, 2017 and 2018.

The Union proposes an additional \$1.00 per hour for Road Patrol Deputies for all hours worked as the Officer in Charge in the absence of a shift Sergeant.

The Employer's proposal for Road Patrol Sergeants is an hourly wage which is 8% greater than the lowest hourly rate paid to a Road Patrol Deputy of comparable length of service with the Department. Sergeants who earn a wage higher than 8% greater than the lowest hourly rate paid to a Road Patrol Deputy will continue to receive annual lump sum payments of \$750.00 until their salary no longer exceeds the hourly rate of more than 8% greater than a Road Patrol Deputy of comparable length of service.

The Employer proposes a general 1% across the board wage increase for Road Patrol Deputies in 2016, 2017 and 2018.

The Employer rejects the Union's proposal for the additional \$1.00 per hour for the Officer in Charge.

EMPLOYER POSITION: The Employer states that, like many political subdivisions, Putnam County experienced significant financial shortfalls during the recession beginning in 2007. The Sheriff's budget was reduced from 2007 through 2015. In addition, the Department lost a number of grants. During this time, the Sheriff's Department lost approximately \$1,265,338.57. During the most recent collective bargaining agreement, employees received a \$1000.00 lump sum payment and wage increases totaling 5%. The Employer states that this compares well with non bargaining unit employees in the Department. The Employer states that its budget is dependent on the County general fund. The Board of County Commissioners approves the Sheriff's budget, and the Department is then required to limit expenditures consistent with approved finances. The Employer argues that a Fact Finder does not have the authority to adjust the budget as approved by the Commissioners.

The Employer states that its proposals maintain internal comparability with other bargaining units, and actual wages of bargaining unit employees compare very well to wages paid in comparable regional Sheriff Departments based on data derived from the State Employment Relations Board.

The Employer states that it recognizes the need to adjust the wage differential between Sergeants and Road Patrol Deputies. Its proposal is a fair and appropriate means of achieving this goal as discussed by the parties during negotiations.

The Employer states that there has been insufficient discussion between the parties regarding additional compensation for the Officer in Charge in the absence of a shift Sergeant. The duties assigned to the Officer in Charge have never been defined, and the Employer argues that the Fact Finder should reject this proposal.

The Employer states that it has the capacity to offer three wage increases during the term of a new three year Agreement. It urges the Fact Finder to make a recommendation consistent with its proposal.

UNION POSITION: The Union states that both parties recognize that the initial steps of the wage scale do not compare well with comparable departments in the region. The Employer agreed to eliminate the initial step of the wage schedule for Road Patrol Deputies and add a new step at the end which reflects a 4% increase over the previous step. The Union argues that, even with this negotiated adjustment, Putnam County Sheriff Department wages do not compare well regionally. The Union states that the top wage of a Road Patrol Deputy in the bargaining unit is the lowest in a comparison to seven regional Sheriff Departments with comparable county populations. Likewise, the top pay for Sergeants in the bargaining unit is the lowest in the region. The Union argues that, while its wage proposals are greater than

increases reflected by SERB data, it is necessary to move salaries to a comparable level regionally in an effort to make up for lost economic ground.

The Union states that its proposal regarding Sergeants is practical. Deputies, who have been promoted to Sergeant in recent years, have been permitted to retain their Deputy wages because going onto the Sergeants wage scale would have resulted in a loss of compensation. The Union states that its proposal begins to re-adjust the wage matrix in a competitive and realistic manner.

The Union states that its proposal regarding additional compensation for the Officer in Charge is one of fairness. Responsibilities of the Officer in Charge, in the absence of a Sergeant, have increased over time making the proposal one of equity.

The Union states that the unencumbered balance of the County's General Fund was \$2,446,583 in 2014, and revenue has stabilized since that time which makes the Union's proposals affordable and realistic.

RECOMMENDATION: The parties are to be commended for resolving nearly all issues on the bargaining table. Clearly these negotiations have been marked by a pro-active good faith attempt to arrive at a successor Agreement. Issues surrounding the wage proposals are complex. Both parties recognize the importance of developing a wage scale for Sergeants that reflects an appropriate supervisory wage. Additionally, the parties have recognized the value of a competitive wage for Road Patrol Deputies by adjusting the pay scale during negotiations. During discussions at fact finding, the parties agreed that retention of employees was a priority in a high performance department.

The Fact Finder recommended that the parties continue to discuss settlement regarding the outstanding wage proposals prior to an official evidentiary hearing. Again, in good faith the parties considered a number of settlement options with some assistance from the Fact Finder. Based upon the mediated settlement discussions, the various options offered by both parties, exhibits submitted at Fact Finding and arguments offered by the parties, the following recommendations are submitted.

Employees in the Sergeants' bargaining unit will be paid as follows. Sergeants will be paid their current wage or above Deputy Westrick's pay rate, whichever is greater. Sergeants who receive wage increases during the term of the new Agreement will be paid 4% above Deputy Westrick in 2016; 8% above Deputy Westrick in 2017; and 8% above Deputy Westrick in 2018. A Sergeant, who is not eligible for an increase, will receive a \$750.00 stipend in 2016 and 2017.

Employees in the Road Patrol Deputies bargaining unit will be paid as follows. Employees who are on steps of the wage scale will receive a 2% wage increase effective January 1, 2016; 2.5% wage increase effective January 1, 2017; and 3% wage increase effective January 1, 2018. Increases will be added to the steps of the wage schedule after the first year of the Agreement. Base rate of pay for employees no longer on the steps will increase by 3% effective January 1, 2016; 2% effective January 1, 2017; and 2% effective January 1, 2018.

The Union's proposal regarding additional pay for Officer in Charge is not recommended. The parties must engage in further discussion regarding this issue.

In lieu of other issues on the bargaining table, employees in both bargaining units will receive one personal day for 2016 and 2017. These days must be used in the year earned and will not carry over and must be scheduled in conformance with vacation scheduling. This provision of the Agreement does not carry over into the successor agreement beginning in 2019.

Article 50, Wages (Sergeants)

A. For the duration of this agreement, a Sergeant covered by this agreement shall be paid their current wage or above Deputy Westrick's pay rate, whichever is greater.

For those Sergeants receiving increases during this agreement:

2016 – Four percent (4%) above Deputy Westrick's pay rate.

2017 – Eight percent (8%) above Deputy Westrick's pay rate.

2018 – Eight percent (8%) above Deputy Westrick's pay rate.

For the duration of this agreement, a Sergeant covered by this agreement, who is not otherwise eligible for an increase as described above, shall receive a \$750.00 stipend for 2016 and 2017. These employees shall also receive one (1) personal day for 2016 and 2017. Said personal day shall be used in the year in which it was earned and shall not carry over. The scheduling of personal days shall be scheduled in accordance with Article 45, Vacation. It is understood that the personal days provision does not carry over to the successor agreement beginning in 2019.

B. Previous paragraph B is deleted from the Agreement. Paragraphs C and D are re-lettered accordingly.

Article 50, Wages (Road Patrol Deputies)

A. Current Agreement.

B. Employees in their first five (5) years of service will receive a step increase in accordance with the following: Beginning on the effective date of this contract, employees who are hired in the months of January through June, will receive their first step increase in the January immediately following their date of hire. Beginning on the effective date of this contract, employees who are hired in July through December, will receive their first step increase in the January immediately following

their first anniversary date. After the initial step increase, employees in Grades 2 through 5 will receive their step increase each year in accordance with Section C of this Article. The base rate of pay for employees still on the steps will be increased as follows: effective January 1, 2016 – two percent (2%) increase; effective January 1, 2017 – two and one half percent (2.5%) increase; and effective January 1, 2018 – three percent (3%) increase. Increases shall be added to the steps after the first year of this agreement.

The wage scale is attached as Appendix A.

The base rate for employees no longer on the steps will be increased as follows: effective January 1, 2016 – three percent (3%) increase; effective January 1, 2017 – two percent (2%) increase; and effective January 1, 2018 – two percent (2%) increase.

These employees shall also receive one (1) personal day for 2016 and 2017. Said personal day shall be used in the year in which it was earned and shall not carry over. The scheduling of personal days shall be scheduled in accordance with Article 45, Vacation. It is understood that the personal days provision does not carry over to the successor agreement beginning in 2019.

C. Current agreement.

D. Current agreement.

APPENDIX A
ROAD PATROL DEPUTIES

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
Effective 1/1/16:	\$31,277.31	\$32,938.25	\$34,599.20	\$36,260.14	\$37,710.55
Effective 1/1/17:	\$32,059.24	\$33,761.71	\$35,464.18	\$37,166.64	\$38,653.31
Effective 1/1/18:	\$33,021.02	\$34,774.56	\$36,528.11	\$38,281.64	\$39,812.91

CONCLUSION

The Fact Finder has reviewed the pre-hearing statements and exhibits submitted by the parties in addition to the positions and arguments presented by each side.

In addition to the recommendations contained in this Report and Recommendation, all tentative agreements reached by the parties during negotiations and all unopened articles of the Agreement are hereby incorporated in this Report and Recommendation by reference.

Respectfully submitted and issued at Cleveland, Ohio on this 4th Day of March 2016.

A handwritten signature in cursive script that reads "Thomas J. Nowel". The signature is written in black ink on a white background.

Thomas J. Nowel, NAA
Fact Finder

CERTIFICATE OF SERVICE

I hereby certify that, on this 4th Day of March 2016, a copy of the foregoing Report and Recommendation of the Fact Finder was served by electronic mail upon Fred Lord, representing the Putnam County Sheriff; Jonathan J. Winters, representing the Ohio Patrolmen's Benevolent Association; and Donald M. Collins, General Counsel, State Employment Relations Board.

A handwritten signature in black ink that reads "Thomas J. Nowel". The signature is written in a cursive style and is positioned above a horizontal line.

Thomas J. Nowel, NAA
Fact Finder