

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
(SERB)

IN THE MATTER OF THE	)	BEFORE FACT FINDER:
FACT FINDING	)	VERONICA A. RICE
between	)	CASE NOS.: 2015-MED-12-1270
THE GREENE COUNTY SHERIFF	)	2015-MED-12-1271
and	)	2015-MED-12-1272
THE GREENE COUNTY DEPUTY	)	2015-MED-12-1273
SHERIFF'S BENEVOLENT	)	HEARD: 120 EAST MAIN ST.
ASSOCIATION	)	XENIA, OHIO 45385
	)	APRIL 26, 2016
)	
	)	ISSUED: MAY 14, 2016

APPEARANCES

On Behalf of the Sheriff

Sheryl Bullen- Admin. Mgr

Mike Brown-Chief Deputy

John J. Krock – CNA

On Behalf of the GCDSBA

Stephen S. Lazarus - Attorney

Ross Gillingham - Attorney

Matthew Walters – Vice Pres.

David Litteral – President

Daniel Funk – Sgt. at Arms

Beth Prall – Supervisor's Rep.

On behalf of the GCDSBA(cont.)

Christine Kyle – Office Deputy

Denise Ankeney – Nurse’s Rep.

Jay Lovingshimer- Deputy Rep.

Joshua Campbell – C. O. Rep.

BACKGROUND

Case No. , 2015- MED-12-1270, includes all non-deputized employees employed by the Greene County Sheriff’s Office including Cooks and Custodians, Registered Nurse, Licensed Practical Nurse, and Paramedic. (Approximately six(6) employees.

Case No., 2015- MED-12-1271, includes all full-time Corrections Officers employed by the Greene County Sheriff’s Office. (Approximately forty three (43) employees.

Case No., 2015- MED-12-1272, includes Supervisors: All Deputy Sheriffs employed by the Greene County Sheriff’s Office of the rank of Sergeant and above, including Deputy Jail Sergeant, Deputy Sheriff Road Sergeant and Deputy Sheriff, and Deputy Sheriff Lieutenant. (Approximately thirteen (13) employees.

Case No., 2015- MED-12-1273, includes the Deputy Unit employees. All Deputy Sheriffs employed by the Greene County Sheriff’s Office including Detectives, Deputy Sheriff Road, Deputy Sheriff Jail, Deputy Sheriff Jail/Paramedic, Deputy Sheriff Jail/Registered Nurse, and Office Deputy. (Approximately fifty nine (59) employees.

The Parties met in negotiations on February 16, February 18, and March 1, 2016, and have been unable to reach an agreement on eight (8) contractual issues.

Therefore this matter comes on for fact-finding following impasse between the Greene County Sheriff and the Greene County Deputy Sheriff's Benevolent Association (GCDSBA) in an effort to negotiate a successor Collective Bargaining Agreement, an Agreement covering four (4) units.

The issues submitted for fact-finding are as follows.

1. Article 16/17 - Promotions
2. Article 22/24 - Vacations
3. Article 23/25 - Holidays
4. Article 26/28 - Sick Leave
5. Article 27/29 - Leaves of Absence
6. Article 31/33 - Miscellaneous Economics
7. Article 35/38/39 – Savings Clause and Duration
8. Wage Scale

It was under notice that SERB appointed the undersigned to serve as Fact-Finder in this matter. It was agreed between the parties to extend the date for the issuance of a report no later than May 16, 2016.

Article 16/17 - Promotions

Recommendation:

An employee who seeks and qualifies for a promotion outside his current assigned area, but fails to qualify for that position within the one hundred and eighty (180) day probationary period should be returned to his original job assignment at the salary level and job classification he held prior to his failure to qualify. Failure to qualify for a promotion should not alter the employee's ability to perform in the position previously held.

The eligibility list should be created and remain valid for two (2) years from the date of its creation. Test administered prior to the effective date of this

labor agreement shall be valid for one (1) year from the date of its original creation and may be extended for an additional one (1) year period.

Rationale:

The practice of hiring Corrections Officers with Law Enforcement Certification was phased out in 2003. Currently, Corrections Officers are hired specifically for that position. All Correction Officers hired prior to 2003, who have obtained Law Enforcement Certification, remain eligible for promotion to Road Deputy duties. Corrections Officers hired after 2003 are not eligible. It is punitive to deny promotion opportunities to employees hired prior to 2003. If an employee fails to qualify for a promotional opportunity, it is logical to assume that he would return to his previous assignment at the same level and salary he held prior to the promotion.

It is past practice for eligibility list to remain active for at least one (1) year. Two years seems a reasonable time extension.

The Union and the Employer have agreed to some “LANGUAGE CLEAN UP” concerning outdated language in the CBA. Certain language does not apply to all units covered by the agreement and could benefit from language clean up, eliminating obsolete and conflicting information.

Article 22/24 – Vacations

Recommendation:

The current contract language of Section 24.1. Entitlements, should remain as previously negotiated. The long standing practice which allows employees to schedule their annual vacation down to the minimum staffing levels should be resumed.

Rationale:

The current contract language affords each employee the opportunity to earn vacation leave at adequate intervals of employment. If an employee is eligible to retire after twenty five (25) years of service, he has the option to

delay retirement, or upon separation from service, he shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation, up to three years. The twenty (20) year past practice for requesting vacation leave should remain as previously negotiated. Placing new restrictions on an employee's ability to schedule annual vacation leave alters his ability to adequately prepare for his vacation. (Reservations, Flights, etc.). Although this might occasionally require overtime within the unit, it preserves the employee's right to request and receive annual vacation leave. The requirements for scheduling casual vacation leave seem adequate, and do not interfere with pre-scheduled leave of senior employees.

Article 23/25 – Holidays

Recommendation:

It is recommended that the current contract language regarding holiday pay remains as previously negotiated.

Rationale:

If the allocation of holiday pay is to be considered fair and equitable for all employees, those who work eight (8) and ten (10) hour receive (8) hours of holiday pay plus time and a half for all work performed on the holiday, then the same should apply to employees who work twelve (12) hour shifts. No special consideration was proposed for employees working ten (10) hour shifts, therefore it should be considered equitable that all employees receive eight (8) hours of holiday pay and time and a half for hours worked.

Article 26/28 – Sick Leave

Recommendation:

The current contract language regarding bereavement leave, which allows an employee five (5) days of leave, should remain as previously negotiated.

The Perfect Attendance Pay/Wellness Leave(Sections 28.9 & Section 26.9) should be changed to reflect the following. In order to receive Perfect Attendance Pay or Wellness Leave, the employee must maintain a sick

leave balance of at least sixty (60) hours. The employee will receive two(2) days pay or leave for each six (6) month period that no sick leave is used, and one (1) days leave for each six month period when no more than 0.1 and 8 hours of sick leave is used.

Rationale:

It is punitive and not for just cause to penalize an employee by restricting the amount of time allowed for bereavement leave. Forty (40) hours of pay is a full weeks pay for an employee who works an eight (8) hour shift. Forty (40) hours pay for an employee who works a ten (10) hour shift would amount to a loss of a full day's pay, and an employee who works a twelve (12) hour shift would only receive 3.3 days pay for the same amount of hours.

Regarding Perfect Attendance/Wellness pay, two (2) six (6) month periods used to qualify for this type of pay or leave seems to be a better measurement of perfect attendance. Using this time frame, an employee could potentially earn four (4) days pay or leave per year for zero sick leave used, or two (2) days of pay or leave per year for not more than eight (8) hours of sick leave used.

Article 27/29 – Leaves of Absence

Recommendation:

To be retained as current language in the Collective Bargaining Agreement

Rationale:

If an employee is injured on duty he has seven (7) days to initiate a Workman's Compensation Claim. During that time the Employer will pay the employee a maximum of seven day's sick leave. While waiting for a response from OWCP, after the first seven days of the injury, the employee must use his personal leave for additional paid time off work. Once the claim is processed and approved, the employee will receive payments for time lost. At that time the employee can chose to buy his leave back or let it remain as a deduction from his personal leave balance. Although other counties have extended periods of assault leave, the current language is adequate to provide an employee with compensation for his injury.

Article 31/33 – Miscellaneous Economic

Recommendation:

The employee Longevity Pay should be increased by \$5.00 per year for years of service.

Rational:

In the current agreement an employee may earn \$25.00 per year of service after they have completed three years of service. A \$5.00 increase has been proposed, bringing the total to \$30.00 per year, for years of service. The increase of \$5.00 per year, for years of service, represents a modest increase in the benefit and will amount to a total increase of \$7,135.00 in 2016.

Article 35/38/39 – Savings Clause and Duration

Recommendation:

Section 39.1 Application of Laws: Shall retain current language as written.

The Agreement shall be in full force and effect for a period of three years, commencing the date of execution through March 29, 2019.

Rationale:

This is standard language regarding CBAs. The Union's request to retain the terms of the Contract through March 29, 2019, did not seem unreasonable and should be adopted. The agreement shall thereafter be renewed for successive one (1) year periods unless written notice of desire to renegotiate is given by either party to the other no more than one-hundred twenty (120) days prior to the expiration of this Agreement or any subsequent anniversary date. During the life of this Agreement the parties may mutually agree in writing to amend this Agreement.

Wage Scale

Recommendation:

Effective the first full week of the ratification of the Collective Bargaining Agreement, all Bargaining Unit Employees will receive a 3% per year pay increase for each year of the Agreement.

3% increase in pay for 2016

3% increase in pay for 2017

3% increase in pay for 2018

A 3% increase for each year covered by the Agreement represents a 9% increase over the three (3) year period.

Rationale

Although the County Commission has a surplus in the treasury this year, it does not necessarily indicate there is an unlimited source of revenue allocated to accommodate the 5% pay increases being sought by The Union. Any financial changes in wages must be voted upon and approved by the County Commissioners. The economic growth within the County cannot be deemed a "Cash Cow". It is also to be taken into consideration that the Commission has already allocated 2.4 million dollars to the Sheriff's Department to re-open two (2) previously closed Pods and the hiring of twenty Four (24) new employees. This would increase the total number of employees from one hundred twenty two (122) to one hundred and forty six (146). Weight must be given to the additional cost incurred with the addition of twenty four (24) new bargaining unit employees. Consideration must be given to the initial time required for training, and the additional salaries and benefits which will become part of the Sheriff's yearly budget. Consideration must also be given to the retention of Bargaining Unit Employees and it is noted that the retention of qualified and committed employees necessarily begins and ends with compensation. The proposed increases provide a fair and equitable adjustment in pay, which addresses employee retention and will bring employee compensation more in line with the other counties referenced. Therefore the proposed pay increases seem fair and equitable to all parties and should be adopted.

Signed this 14th day of May, 2016

Veronica A. Rice, Fact Finder

