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9/1/16

IN THE MATTER OF FACT-FINDING PROCEEDINGS

The Sandusky County  
Sheriff's Office

( Case No: 2016-MED-03-0238

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and

( Date of Hearing: July 21, 2016

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The Ohio Patrolmen's  
Benevolent Association

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Findings and Recommendations

Representing the Employer:

Patrick Hire  
Director/Regional Manager

Representing OPBA

Joseph Hegedus, Esq.  
Attorney

2016 SEP -1 A 11:43  
STATE EMPLOYMENT  
RELATIONS BOARD

William J. Miller, Jr.  
Fact-Finder

## **SUBMISSION**

This matter concerns the fact-finding proceedings between the Sandusky County Sheriff's Office (hereafter referred to as the "Employer") and the Ohio Patrolmen's Benevolent Association (hereafter referred to as the "OPBA"). On May 24, 2016 the State Employment Relations Board appointed William J. Miller, Jr., as Fact-Finder for this matter.

The Fact-Finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law, and the rules and regulations of the State Employment Relations Board, as amended. The Employer and OPBA previously engaged in the collective bargaining process before the appointment of a Fact-Finder.

Prior to the hearing, the parties submitted detailed position statements to the Fact-Finder in accordance with the Ohio Revised Code. These statements have been reviewed and carefully considered. During the course of Fact-Finding, mediation was attempted, but such mediation was unsuccessful. The Fact-Finding occurred on July 21, 2016, and by agreement of the parties, the submission of this report was extended until September 2, 2016. The following issues were considered during Fact-Finding:

### **ARTICLE 5**

#### **Hours of Work/Overtime, Section 5.4**

##### **OPBA Position**

OPBA is requesting that personal leave incentive days be included into the definition of active pay status for overtime purposes. The Union makes such proposal on the basis of other comparable jurisdictions having a better definition of hours worked when determining an employee's eligibility for overtime.

##### **Employer Position**

While the Employer recognizes that personal incentive days have been added to the Agreement as an incentive for good employee attendance, such hours have never been included as hours worked for purposes of overtime entitlement. The Employer believes there has been no justification shown for making the change requested by OPBA.

## **FINDINGS AND RECOMMENDATIONS**

I clearly recognize the benefit of personal leave incentive days to both the Employer and members of the bargaining unit. When such days were added to the Agreement, both the Employer and OPBA recognized the cost and benefits to all concerned, and undoubtedly this was taken into consideration by the parties. There does not appear to be any specific benefit for the Employer related to the proposal of OPBA, to justify what would, in all likelihood result in additional cost for the Employer. Therefore, it is my recommendation that there not be a change in the existing Agreement language related to this issue.

### **ARTICLE 5**

#### **Hours of Work/Overtime, Section 5.7**

##### **OPBA Position**

OPBA requests that this section be changed to provide that court duty for bargaining unit employees outside of regularly scheduled shifts be paid a minimum of three hours pay. OPBA believes this is justified because of employees working 12 hour shifts, as the two hours does not always cover the situation.

##### **Employer Position**

The employer believes there is no justification for increasing the minimum court pay from two to three hours, and that the present allowance is appropriate.

## **FINDINGS AND RECOMMENDATIONS**

I have carefully reviewed the positions of the parties, and in my considered opinion, it would be reasonable and appropriate, in this specific circumstance, to raise the minimum court pay from two to three hours. Consequently, it is my recommendation that the minimum court pay be increased from two to three hours.

### **ARTICLE 5**

#### **Hours of Work/Overtime, Section 5.6**

##### **Employer Position**

The Employer has two proposals regarding this provision. First, the Employer wants to reduce the cap on the accumulation of compensatory time to 40 hours from 60 hours. Second, the Employer contends the present cash out of compensatory time of 180 days after compensatory time is cumbersome, and it requests that the compensatory time be cashed out once in December.

**OPBA Position**

It is the position of OPBA that there be no change in this Article.

**FINDINGS AND RECOMMENDATIONS**

With respect to the proposed reduction in the accumulation of compensatory time, I do not believe it is necessary to reduce the amount of the accumulation, but I do believe it would be reasonable to pay out the accumulated compensatory time during December of each year. This would certainly reduce the administrative burden of the Employer while still permitting employees to accumulate 60 hours of compensatory time. It is my recommendation to alter the language of Article 5, Section 5.6 accordingly.

**ARTICLE 5**

**Hours of Work/Overtime, Section 5.10**

**Employer Position**

The Employer suggests adding language regarding Daylight Savings Time as it relates to the new 12-hour schedule.

**OPBA Position**

OPBA has no objection to altering the language in Article 5, Section 5.10 regarding Daylight Savings Time as such language relates to the 12-hour schedule.

**FINDINGS AND RECOMMENDATIONS**

The language found in Article 5, Section 5.10 should be altered to reflect necessary changes regarding Daylight Saving Time as it relates to the new 12-hour schedule.

**ARTICLE 14**

**Holidays, Section 14.3**

**Employer Position**

It is the position of the Employer that it is proposing to delete the language in Article 14, Section 14.3 that grants double time and one half for working four hours of a double shift on a holiday.

The Employer would point out it implemented a Pitman Schedule meaning deputies would work 12 hours per day on most work days. This being the case, the four hour requirement for two and one half time is not reasonable as no bargaining unit employee is expected to work for 24 hours straight. The Employer therefore requests the appropriate language be deleted.

**OPBA Position**

OPBA requests the existing language be maintained.

**FINDINGS AND RECOMMENDATIONS**

I have carefully reviewed the request of the Employer. I do not see a reason to alter such language, as requested by the Employer. The schedule change to 12 hours will effectively reduce or eliminate the utilization of the language in question. Accordingly, it is my recommendation that the language in question remain unchanged.

**ARTICLE 22  
Group Insurance**

**Employer Position**

It is the position of the Employer that it is proposing a non-mandatory wellness program for the purpose of enhancing employee health and to contain the ever rising cost of health insurance. If in fact employees choose not to participate in the wellness program, then such employees' premium share will rise from a 13% premium share to a 15% premium share. Furthermore, by participating in the wellness program, employees will receive additional monetary incentives that are provided by the health insurance program. This program will not begin until January 1, 2018, and Employer requests it be implemented.

**OPBA Position**

While OPBA recognizes what has been occurring with the rising cost of health insurance, and understands the benefits of a wellness program, OPBA objects to the installation of a wellness program that has a negative effect on the employees in the bargaining unit. OPBA contends in this specific circumstance, the Employer's attempt to penalize employees by charging an increased amount for health insurance premiums for employees who do not join the wellness program is inappropriate. Rather OPBA believes any wellness program should incentivize rather than penalize employees. In this case, for the Employer to require employees who do not participate in the wellness program to pay more for their health care is improper.

## FINDINGS AND RECOMMENDATIONS

It is readily apparent that health care costs have continued to rise, placing additional strain on the resources of the Employer. Obviously, employees entering a wellness program can only have a positive effect for the employees, and will also help to slow down health care cost increases and rising premiums. Keeping premiums down will also have the effect of helping employees who will be able to better control the amount of their premium share. This being the case, I would agree with OPBA that a more positive message is sent to all concerned when a wellness program is based upon incentivizing wellness as opposed to creating penalties with the inclusion of a wellness plan. With this in mind, and with the cost of employee premium contribution being established, I would recommend that the wellness program, acceptable under the guidelines of the Affordable Care Act, should be installed and become mandatory for all employees in the bargaining unit. Once the program is installed, the parties should work together for the purpose of providing incentives for employees in the wellness program, which will include all bargaining employees. Furthermore, the program should become effective January 1, 2018, which will provide the parties with adequate time to look at all ways to provide incentives for employees in the wellness program.

### ARTICLE 23

#### **Compensation and PERS Pickup**

##### **OPBA Position**

OPBA requests that wage rates be increased four percent June 1, 2016; four percent June 1, 2017; and four percent June 1, 2018. OPBA believes these increases are fair, based upon the comparables, and the increased cost regarding insurance premiums.

##### **Employer Position**

It is the position of the Employer that based upon comparability and a previous PERS pickup that increases of one percent per year are justified. The Employer therefore proposes increases of one percent effective June 1, 2016, one percent effective June 1, 2017, and one percent effective June 1, 2018.

## FINDINGS AND RECOMMENDATIONS

I have carefully considered all of the arguments of the parties, and all of the relevant documentation provided. It is my recommendation that the following increases be provided:

June 1, 2016	2.25 percent
June 1, 2017	2.50 percent
June 1, 2018	2.75 percent

**ARTICLE 23**  
**Shift Differential**

**OPBA Position**

It is the position of OPBA that shift differential should be provided for employees who work between the hours of 5:00 p.m. and 7:00 a.m. According to OPBA, this should be thirty-five cents per hour worked.

**Employer Position**

The Employer contends there is no justification for shift differential, as requested by OPBA. It is also pointed out by the Employer that in the past, money allocated for shift differential was rolled into the base rate for all employees, and there would certainly be no justification to provide shift differential as requested by OPBA.

**FINDINGS AND RECOMMENDATIONS**

It is my recommendation that the thirty-five cents per hour shift differential being requested by OPBA not be provided.

**ARTICLE 23**  
**Additional \$1.00 per hour**

**OPBA Position**

The Union requests that all deputy sheriffs, assigned to road patrol, who are certified as peace officers in the state of Ohio shall receive an additional \$1.00 per hour for all hours worked.

**Employer Position**

The Employer contends there is no basis for the request of OPBA in this instance.

**FINDINGS AND RECOMMENDATIONS**

It is my recommendation that the request for an additional \$1.00 per hour not be granted.

**NEW ARTICLE**  
**Promotions and Assignments**

**OPBA Position**

OPBA requests that a new contractual provision be established that will provide for a method for filling vacancies and promotions, and for making job assignments.

**Employer Position**

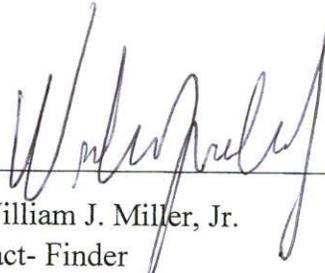
The Employer opposes the language which has been submitted by OPBA in this instance.

**FINDINGS AND RECOMMENDATIONS**

I have carefully reviewed the submissions by OPBA. Generally speaking, it is not inappropriate to have language which provides for filling vacancies. What is necessary, in the creation of such language, is to maintain traditional management prerogatives while providing for a fair and straightforward process to fill job vacancies. While the submission made by OPBA makes a good attempt at meeting the suggested criteria, I am not convinced that such document is completely acceptable. It is therefore my recommendation that the document submitted by OPBA be used as a starting point and that the parties meet and conclude an acceptable document which provides for filling vacancies and handling promotions and assignments.

**CONCLUSION**

In conclusion, the Fact-Finder submits his findings and recommendations as set forth herein.

  
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William J. Miller, Jr.  
Fact-Finder  
September 2, 2016

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