

Susan Grody Ruben, Esq.  
Arbitrator, Mediator, Factfinder  
30799 Pinetree Road, No. 226  
Cleveland, OH 44124  
SusanGrodyRuben@att.net

**PURSUANT TO O.R.C. 4117.14(C)  
UNDER THE AUSPICES OF THE  
STATE EMPLOYMENT RELATIONS BOARD**

<b>IN THE MATTER BETWEEN</b>	)	
	)	
<b>LOGAN COUNTY SHERIFF’S OFFICE</b>	)	
	)	<b>FACTFINDING REPORT</b>
<b>and</b>	)	<b>SERB CASE NOS.</b>
	)	<b>2016-MED-10-1095</b>
<b>OHIO PATROLMEN’S BENEVOLENT</b>	)	<b>2016-MED-10-1097</b>
<b>ASSOCIATION</b>	)	

**This Factfinding arises pursuant to Ohio Revised Code Section 4117.14(C). The Parties, Logan County Sheriff’s Office (“the County”) and Ohio Patrolmen’s Benevolent Association, (“the Union”), selected Susan Grody Ruben to serve as sole, impartial Factfinder, whose Recommendations are issued below.**

**Hearing was held February 13, 2017 in Bellefontaine, Ohio. The Parties were represented by advocates and were afforded the opportunity for the presentation of positions and evidence. The Parties agreed this Report would be due on March 3, 2017.**

**APPEARANCES:**

**for the County:**

**Benjamin S. Albrecht, Esq., Fishel Hass Kim Albrecht Downey LLP,  
Columbus, OH**

**for the Union:**

**Joseph M. Hegedus, Esq., Ohio Patrolmen's Benevolent Association,  
Columbus, OH**

**FACTFINDER'S RECOMMENDATIONS**

**Statutory Criteria**

**In reaching Recommendations on the open issues, the Factfinder has reviewed the parties' submissions, and the evidence and positions presented at the Factfinding Hearing. The Factfinder has analyzed this information in the context of the statutory criteria found in Ohio Revised Code Section 4117.14(G)(7):**

- a) Past collectively bargained agreements ... between the parties;**
- b) Comparison of the issues submitted to final offer settlement 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;**
- c) 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;**
- d) The lawful authority of the public employer;**
- e) The stipulations of the parties; and**

- f) **Such other factors, not confined to those listed ... which are normally or traditionally taken into consideration in the 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 in private employment.**

### **Bargaining Unit**

**There are two bargaining units. In one unit are approximately 19 Full-time Deputy Sheriffs. In the other unit are approximately 29 Corrections Officers and Corporals.**

### **Incorporated Articles**

**The Factfinder hereby incorporates into her Recommendations all Articles that were not addressed in negotiations by either Party.**

### **Unresolved Issues<sup>1</sup>**

1. **Article 10 – Filling of Positions [*Deputy Sheriffs*]**

#### **Union Proposal**

**The Union currently proposes status quo.**

#### **County Proposal**

**Section 10.5 – Eligibility, currently provides:**

**In order to compete for a promotional vacancy to the rank of Sergeant, an applicant must have at least five (5) years of service with the Logan County Sheriff's Office and must have served three years as a deputy sheriff in road patrol.**

---

<sup>1</sup> Proposals and findings refer to both bargaining units unless otherwise indicated.

The County proposes reducing an applicant's time served with the Logan County Sheriff's Office to one year overall and in road patrol. This would give the Sheriff more discretion in hiring.

Factfinder's Recommendation

The Factfinder recommends status quo. Earlier in bargaining, the Union had proposed a significant overhaul for selection, putting contractual emphasis on merit and fitness. Given that bargaining history, the Factfinder finds it would not be appropriate to increase the Sheriff's discretion in hiring.

2. Article 17 – Sick Leave

Union Proposal

The Union proposes adding a sick leave bonus:

Section 17.10 [New] Employees will receive a bonus of \$100.00 for non-utilization of sick leave in either or both of the following six (6) month periods in each calendar year: January 1 – June 30 and/or July 1 – December 31. Sick leave utilized for bereavement leave purposes and sick leave qualifying for utilization under the Family and Medical Leave Act will not count as sick leave utilized for this section.

County Proposal

The Parties agree in principle it is beneficial to provide incentives to dependable employees. The County proposes a \$200 stipend be paid to those who do not use sick leave in a 12-month calendar year period. As this is a new benefit, the County finds its proposal to be a more appropriate way to try this incentive. The County's proposed language is:

**Section 17.10 [New] Employees shall be entitled to a \$200.00 stipend, paid by separate check, anytime an employee does not utilize any sick leave for a calendar year of twelve (12) consecutive months.**

**Factfinder’s Recommendation**

The Factfinder recognizes the Parties’ agreement in principle to provide a sick-leave incentive. Most of the comparable jurisdictions provide such a benefit. The only question is whether this new benefit should be made available on a 6-month or 12-month counting basis. The Factfinder finds it reasonable and realistic to recommend the Union’s 6-month proposal, as that is a more attainable standard.

**3. Article 18 – Vacation**

**Union Proposal**

The Union proposes modifying the vacation schedule as follows in

Section 18.1:

<u>Years of Service</u>	<u>Hours</u>	<u>Weeks</u>	<u>Accrual</u>
1-8 years	80 hours	2 weeks	3.1 hrs/pay period
8-15 years	120 hours	3 weeks	4.6 hrs/pay period
15-20 years	160 hours	4 weeks	6.2 hrs/pay period
20 or more years	200 hours	5 weeks	7.7 hrs/pay period

The Union proposes modifying vacation accumulation as follows in Section

18.3:

Employees may not accrue and carry over more than three (3) times their annual accrual rate. Employees with 1-7 years of service are permitted to have a maximum unused vacation balance of six (6) weeks; employees with 8-14 years of service

are permitted to have a maximum unused vacation balance of nine (9) weeks; employees with 15-19 years of service are permitted to have a maximum unused vacation balance of twelve (12) weeks; and, employees with 20 or more years of service are permitted to have an unused vacation balance of fifteen (15) weeks.

Any employee who exceeds the maximum accrual rate, due to denial of leave for operational reasons, shall be paid for all hours in excess of the maximum accrual, at the straight-time hourly rate, during the next full pay period.

### County Proposal

The County proposes status quo. The Union's proposal would cause employees to receive greater amounts of vacation earlier in their careers. Such an enhanced benefit is not indicated by comparable jurisdictions. Increased vacation days would increase overtime for those filling in.

The Union also proposes paying employees for unused vacation leave in excess of the allowable balance. Employees are not routinely denied requested vacation days; the Union's new language is a solution in search of a problem. Employees are afforded vacation time; the County should not bear the burden of paying money to employees who choose not to take their leave.

### Factfinder's Recommendation

The Factfinder recommends a slight modification on vacations. The current vacation schedule is largely comparable to other jurisdictions, but for the top two steps of vacation accrual. Accordingly, the Factfinder recommends the following vacation schedule:

<u>Years of Service</u>	<u>Hours</u>	<u>Weeks</u>	<u>Accrual</u>
1-8 years	80 hours	2 weeks	3.1 hrs/pay period
8-15 years	120 hours	3 weeks	4.6 hrs/pay period
15-20 years	160 hours	4 weeks	6.2 hrs/pay period
20 or more years	200 hours	5 weeks	7.7 hrs/pay period

There does not appear to be a significant problem with scheduling accrued vacation. Accordingly, the Factfinder does not recommend the Union's proposals regarding changes in vacation scheduling and payouts.

4. Article 22 – Wages

Union Proposal

The Union proposes 3% wage increases annually; red-circling out-of-scale wages; annual step increases; and FTO stipends. Article 22 would read as follows:

**Section 22.1 Annual Cost of Living Increase** Effective January 1, 2017, bargaining unit employees will be placed into the following steps based on his or her time in their present classification or in a higher-ranking classification in the same series. Employees will not lose pay if their current pay rate is more than the Step pay they qualify for. Instead, those employees will be red-circled and remain at their current hourly rate until such time as the applicable rate on the wage scale exceeds their current hourly rate, at which time they will receive the same pay as the employees at the applicable wage step.

Effective the first full pay of January 2017, bargaining unit employees shall receive a three percent (3%) base wage increase, as follows:

Deputy Sheriffs

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
\$19.18	\$19.48	\$19.75	\$20.30	\$21.14	\$22.25	\$23.93

Corrections Officers

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
\$14.46	\$14.74	\$15.01	\$15.58	\$16.41	\$17.53	\$19.18

The above rates will increase by an additional three percent (3%) on January 1 of each year of this Agreement.

Employees will normally hire in at Step 1. Employees will reach Step 2 at the end of their one (1) year probation. At the end of two (2) years, Employees will go to Step 3 and then advance one (1) step every year thereafter until the top step is obtained. The Employer reserves the right to begin a new hire at a higher step, not to exceed Step 3, where the new hire's experience and qualifications warrant it. Upon completion of twelve (12) months of service, such employee shall progress to the next higher step and then progress through the remaining steps following each additional year of service until the top step is reached.

Employees promoted to a higher paying position shall be assigned to the lowest pay step for such higher position which does not result in a loss of pay. Upon completion of twelve (12) months in the new classification, such employee shall progress to the next higher step and then progress through the remaining steps following each additional year of service until the top step is reached.

Step increases will be effective the first full pay period following the employee's classification anniversary date.

**Section 22.3 Stipends [Deputy Sheriffs]** Any employee assigned as a Field Training ("FTO") shall receive a one dollar (\$1.00) per hour stipend in addition to his base step of pay for all hours worked or in paid status for the duration of this assignment.

**Section 22.2 [Corrections Officers]** Any person serving as a Field Training Officer ("FTO") will be compensated an additional dollar (\$1.00) per hour for all hours worked in that capacity.

**Section 22.3 [Corrections Officers]** Any person filling in for the Solid Waste Deputy will be paid the same rate as the person regularly assigned to that position or his or her own regular hourly rate, whichever is greater, for all full shifts worked in that position.

### County Proposal

The County proposes 1% increases every 6 months during the Agreement as follows:

Effective January 1, 2017, 1% wage increase

Effective July 1, 2017, 1% wage increase

Effective January 1, 2018, 1% wage increase

**Effective July 1, 2018, 1% wage increase**

**Effective January 1, 2019, 1% wage increase**

**Effective July 1, 2019, 1% wage increase**

**The County opposes the Union’s proposal regarding step changes due to its excessive cost.**

**The County is not opposed to the \$1.00 per hour stipend paid to officers working as FTOs. The County also is not opposed to an employee filling in for the Solid Waste Deputy for a full shift to receive the higher pay for that shift.**

**Factfinder’s Recommendation**

**The Factfinder recommends:**

**Effective January 1, 2017, 3% wage increase**

**Effective January 1, 2018, 3% wage increase**

**Effective January 1, 2019, 3% wage increase**

**These employees are significantly underpaid compared to comparable jurisdictions. Moreover, the County has a very healthy 2016 end-of-year unencumbered balance carryover of 23% of budgetary expenditures that would permit it to afford these increases.<sup>2</sup> Indeed, with the Consumer Price Index (“CPI”) having annually increased 2.1% as of**

---

<sup>2</sup> Additionally, the two major sources of Logan County revenues – General Property Tax and Permanent Sales Tax – appear relatively stable. And if the State budget makes negative changes to the County’s receipt of Medicaid Managed Care Organization Sales Tax, that will be offset by the County’s receipt of its share of casino revenues. While the County Commissioners have allocated casino revenues to capital improvements, that is a choice, not a mandate.

December 2016,<sup>3</sup> and with increased health-care employee contributions, a 3% annual wage increase is appropriate, realistic, and reasonable.

Given the expense of the recommended wage increase, the Factfinder declines to recommend the Union's proposal regarding step changes at this time.

For equity reasons, the Factfinder recommends red-circling out-of-scale wages.

As agreed to by the Parties, a \$1.00 per hour stipend shall be paid to officers working as FTOs. Moreover, an employee filling in for the Solid Waste Deputy for a full shift will receive the higher pay for that shift.<sup>4</sup>

DATED: March 3, 2017

*Susan Grody Ruben*  
Susan Grody Ruben, Esq.  
Factfinder

---

<sup>3</sup> U.S. Department of Labor Bureau of Labor Statistics. The CPI rose only 0.7% in 2015 and 0.8% in 2014.

<sup>4</sup> The Factfinder adopts the Union language for this proposal:

Section 22.3 [*Corrections Officers*] Any person filling in for the Solid Waste Deputy will be paid the same rate as the person regularly assigned to that position or his or her own regular hourly rate, whichever is greater, for all full shifts worked in that position.