

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF FACT-FINDING BETWEEN:

Williams County Sheriff	)	
	)	Case Nos: 2016-MED-10-1149 & 1150
and	)	
	)	Fact-Finder: Colman R. Lalka
Ohio Patrolmen's Benevolent Association	)	

HEARING

Date of Hearing: May 23, 2017

Location of Hearing: Bryan, Williams County, Ohio

ATTENDANCE AT HEARING

For the Employer:

Steven M. Towns, Williams County Sheriff

For the Union:

Yvonne Trevino, Esq.

Randy Weltman, Esq.

Doug J. Moser, Local Deputy Director

Scott Shuping, Local Assistant Director

Jeff Romes, Local Director

MEDIATION

Prior to the commencement of the fact-finding hearing, mediation was requested by the parties. The Fact-Finder acted as mediator with three issues being negotiated, Article 11 Hours of Work and Overtime (specifically Overtime), Article 20 Wages, and a new article providing for Minimum Staffing. The issue of allocating Overtime was resolved with the parties reaching Tentative Agreement clarifying problematic language in the previous Labor Agreements.

CRITERIA

After giving thorough consideration to the evidence and argument of the parties, the criteria used by the Fact-Finder in resolving the disputed issues were those set forth in Rules

4117-9-05(J) and (K) of the State Employment Relations Board, to wit:

4117-9-05(J). The fact-finding panel, in making findings of fact, shall take into consideration all reliable information relevant to the issues before the fact-finding panel.

4117-9-05(K). The fact finding panel, in making recommendations, shall take into consideration the following factors pursuant to division (C)(4)(e) of section 4117.14 of the Revised Code:

4117-9-05(K)(1). Past collectively bargained agreements, if any, between the parties;

4117-9-05(K)(2). Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work giving consideration to factors peculiar to the area and classification involved;

4117-9-05(K)(3). 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;

4117-9-05(K)(4). The lawful authority of the public employer;

4117-9-05(K)(5). Any stipulations of the parties;

4117-9-05(K)(6). Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

## BACKGROUND

The Williams County Sheriff's Office recognizes the Ohio Patrolmen's Benevolent Association as the bargaining representative for certain employees of the Township, to wit: 1) all full-time Deputy Sheriffs, excluding Officers ranked Corporal and above, and 2) all full-time Sergeants and above, excluding Deputy Sheriffs. The Bargaining Units are duly certified by the State Employment Relations Board and each had a Labor Agreement in effect that expired on December 31, 2016.

Formal bargaining between the parties has been ongoing. When impasse was reached, the parties requested the Fact-Finder convene a hearing, attain relevant facts, and prepare a report and recommendations in keeping with ORC 4117 and related Rules and Regulations adopted by SERB. The hearing was convened on the date and at the place indicated above. At that time the parties were provided the opportunity to present evidence and argument in such a manner that would allow the Fact-Finder to render a report and make recommendations on the issues at impasse.

## FINANCES

The Sheriff argued strenuously that he lacked the funds to accommodate the Union's requested wage increases and minimum staffing demands. It was the Sheriff's contentions that the Union's demands were beyond his budget. The Union, on the other hand, pointed to County finances, contending, convincingly, that funds are available for what it terms modest and necessary requests.

The Union first emphasizes the County's General Fund, from 2015, the latest figures available, back to 2012. In 2015 the actual budgetary receipts totaled \$10,438,105.00, and actual budgetary disbursements totaled \$9,554,439.00. The Cash Balance at the end of the year was \$4,885,380.00. The Union notes that this Cash Balance amounts to 51% of expenditures, and contends that this is more than adequate to meet contingencies as recommended by the Government Financial Officers Association using Generally Accepted Accounting Principles. Moreover, the Union continues, the Cash Balances were high in 2014 at 53%, 2013 at 51%, and 49% in 2012. As a result of the County's healthy General Fund, it maintains a Moody's highest rating of Aaa and S&P's second highest rating of AA+.

The Union also notes that in 2009 there were layoffs of seven Road Deputies and one Clerk. Despite the improvement in the economy, annual increases in General Fund Cash Balance from 2012 through 2015, and annual increases in General Fund receipts since 2013, none of the laid off Deputies, nor the Clerk, has been replaced. This greatly increases work demands on the Bargaining Unit, with a 76% increase in call volume since 2009 when additional manpower was available. Deputies are working longer hours, and incurring overtime on a regular basis.<sup>1</sup>

## ISSUES AT IMPASSE AND RECOMMENDATIONS

### WAGES

The Union presented the above figures in support of its request for annual wage increases of 3% over the life of the Successor Agreements. It is pointed out that all non-union employees of the County received 3% wage increases, and that the County is in a financial position to support the same wage increases to these Bargaining Unit Members.

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<sup>1</sup> Tentative Agreement was reached on the manner of allocating overtime, not on limiting the amount of overtime.

The Union also requests Longevity Pay allowing for an additional \$375.00 after five years of service with an additional \$75.00 for each year of service thereafter. The wage increases and longevity pay will result in top Deputies earning \$23.82 per hour in 2017, an hourly amount lower than the current wages in Defiance, Hancock, Henry, and Fulton Counties. The Sheriff counters with three annual wage increases of 2½% and agrees to the Longevity Pay to prevent an exodus of employees to surrounding counties.

The Fact-Finder recommends that effective January 1, 2017, January 1, 2018, and January 1, 2019, the pay scale as provided in Article 20, Wages, be increased by 3%. Additionally, regarding longevity, the Fact-Finder recommends the following language be incorporated into Article 20:

20. Longevity Pay

Each Employee shall be entitled to receive annual longevity payments the first pay period of December of each year of service under the following schedule: After five (5) years of service \$375.00 plus \$75.00 for each year of service thereafter.

Employees shall receive a prorated payment should employee leave employment prior to payment.

#### MINIMUM STAFFING

The Union requests the Successor Agreements provide for Minimum Staffing. An increase in staffing will result in decreases in overtime, and is well within the County's ability to finance. Moreover, the Union emphasizes, with the current anti-police animus among some members of the populace, it is too hazardous at times to have only one Deputy available to respond to calls.

With an upcoming increase in annual training requirement from twenty hours to forty, as well as other time from patrol for certifications in areas as firearms, BAC, radar, and so forth, the strain on the current complement of manpower is great and increasing. It is also noted that it takes a full year before a new hire is ready for service, and a full three years before the new hire can be considered a seasoned officer.

The Union's argument for Minimum Staffing is convincing, and the Fact-Finder recommends a Minimum Staffing provision be added to the Successor Labor Agreements. That new provision is to read:

NEW ARTICLE \_\_\_\_:  
MINIMUM STAFFING:

The Employer and the Union agree that for reasons of safety, the minimum number of deputies on patrol on any given day shall be at least eight (8) deputies (3/3/2). Such minimum will be maintained on each shift unless the Sheriff, or his designee, decide to grant time off requests in certain circumstances, to reduce a shift from three (3) to two (2) deputies.

COMPENSATORY TIME

In that, due to diminished manpower, Deputies are regularly working overtime and compensatory time is accumulated in significant quantities, the Union proposes increased banked comp time from the current sixty hours to one-hundred-twenty. The Sheriff opposes the increase, insisting that the current sixty hours is adequate, and argues the budget is insufficient to sustain any further comp time be banked. In the view of the Fact-Finder, additional flexibility is needed regarding the use of comp time, however, in that the Union's proposal for Minimum Staffing is accepted, the Fact-Finder recommends an increase of banked comp time to eighty hours rather than the requested one-hundred-twenty.

ISSUES OF TENTATIVE AGREEMENT

In addition to the issues at impasse, the parties have made proposals, concessions, and withdrawal of proposals in the course of bargaining. Tentative Agreements have been reached on the following issues:

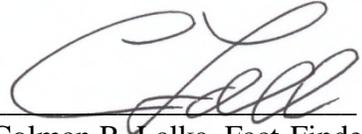
- Article 7: Grievance Procedure
- Article 9: Personnel Files
- Article 11.1(4): Overtime
- Article 13: Sick Leave/Absence Policy
- Article 16: Funeral Leave
- Article 18: Vacation
- Article 19: Holidays
- Article 20.3: Wages (Educational Bonus)
- Article 20.4: Wages (Shift Differential)
- Article 22: Life Insurance
- Article 28: Posting of Vacancies
- Article 32: K-9 Pay

Article 33: FTO Compensation

Article 38: Duration

New Article: Training

At the request of the parties that the above Tentative Agreements be incorporated into this Report, to which request the Fact-Finder agrees, it is recommended that the above identified issues of Tentative Agreement be included in the parties' Labor Agreements. With the exception of the issues at impasse and the Tentative Agreements, it is further recommended the remainder of the Contracts remain the same as in the immediately preceding Contracts.



Colman R. Lalka, Fact-Finder

Dated: May 31, 2017  
Madison, Lake County, Ohio