

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
FACT-FINDING PROCEEDINGS

Case No. 96-MED-01-0065

ROBERT C. DEVLIN
Fact-Finder

IN THE MATTER OF:	:	
	:	
FRATERNAL ORDER OF POLICE,	:	April 18, 1996
Ohio Labor Council, Inc.	:	
	:	April 19, 1996
and	:	
	:	
HANCOCK COUNTY SHERIFF	:	

REPORT AND FINDINGS OF THE FACT-FINDER

APPEARANCES

On Behalf of the Union:

Phil Hatch, Staff Representative
John Shepherd, Deputy 1
Jim Breyman, Deputy 1

On Behalf of the Hancock County Sheriff:

Gregory A. Rakestraw, Esq.
Captain Eliu Oliver
Lieutenant Roger Treece

PRELIMINARY COMMENTS

The State Employment Relations Board appointed the Fact-Finder who was duly notified by G. Thomas Worley by letter on February 29, 1996.

The fact-finding proceedings were held on April 18 and April 19, 1996 at the law offices of Rakestraw & Rakestraw in Findlay, Ohio.

The Collective Bargaining unit covered approximately twenty nine (29) Correction Officers.

Case Nos. 95-MED-12-1081, 1082, and 1083 covering Dispatchers, Sergeants, and Deputies were also heard but are covered in a separate Report And Findings Of Fact.

The Fact-Finder spent considerable time with the principal representatives in order to narrow the issues. Along with the testimony and exhibits, consideration was given to the criteria provided by statute and administrative rule.

The Fact-Finder would be remiss if he did not compliment the parties involved in the preparation and presentation of their respective positions.

ISSUES AND RECOMMENDATIONS

Article 4 - O.L.C. (Section 4)

ISSUE: This issue, proposed by the Union, seeks to expand the payment for time spent in negotiations. Currently, such employees receive pay if "they are on the clock". This issue would provide pay for negotiations in any event.

POSITION OF THE UNION: It is the position of the Union that it wishes to avoid using alternates when work schedules and negotiating schedules are not necessarily the same. A more efficient negotiation for both parties can be achieved if the use of alternates can be avoided.

POSITION OF THE MANAGEMENT: It is the position of The Management that its present policy is liberal enough.

OPINION OF THE FACT-FINDER: It is the opinion of the Fact-Finder that it is unusual for the employer to assume this expense. However, the evidence indicates that the expense would be insignificant and benefits might accrue to both parties if alternates were avoided or, at least, minimized.

RECOMMENDATIONS OF THE FACT-FINDER: It is the recommendation of the Fact-Finder that Article 4, Section 5 read as follows:

Section 5. The O.L.C. may select the negotiation committee members from the Bargaining Unit and in addition to the designated representative, a representative from the O.L.C. When negotiations are held during a time when a negotiation committee member is regularly scheduled to work such representative shall suffer no loss in pay. Those representatives not scheduled to work at the time of a negotiation session shall be on a non-paid basis for the first two (2) hours. Thereafter, for each hour he or she engages in bargaining directly with the employer outside the employee's regularly scheduled work period

such employee shall be compensated at straight time wages. The parties shall attempt to schedule negotiation sessions so that it shall offer the least interference with work schedule time of the O.L.C. representatives.

Article 10 - Promotions and Transfer

ISSUE: This issue, proposed by the Union, seeks to introduce a bid system (presumably in Article 10) once a year based upon seniority to determine shifts.

POSITION OF THE UNION: It is the position of the Union that senior employees should enjoy shift preference.

POSITION OF THE MANAGEMENT: It is the position of The Management that the current system is operating appropriately and efficiently. It is also the position of Management that such a departure would interfere with the management of the department.

OPINION OF THE FACT-FINDER: It is the opinion of the Fact-Finder that this proposal is in direct conflict with Article 8 - Management Rights.

RECOMMENDATIONS OF THE FACT-FINDER: The recommendation of the Fact-Finder as to this proposal is as follows:

DO NOT ADD

Article 11 - Sick Leave and Leaves of Absence

ISSUE: This issue, proposed by the Union, seeks to increase its amount of funeral leave from three (3) days to five (5) days.

POSITION OF THE UNION: It is the position of the Union that this proposal is consistent with comparables.

POSITION OF THE MANAGEMENT: It is the position of The Management that the present system of the three (3) working days is sufficient.

OPINION OF THE FACT-FINDER: It is the opinion of the Fact-Finder that comparables support the position of the Union.

RECOMMENDATION OF THE FACT-FINDER: It is the recommendation of the Fact-Finder that Article 11, Section 5, Item 2 read as follows:

ARTICLE 11 - SICK LEAVE AND LEAVES OF ABSENCES

Section 5

2. Death of a member of the employee's immediate family up to a maximum of five (5) days unless extended with the approval of the Sheriff.

Article 11 - Sick Leave and Leaves of Absence

ISSUE: Both parties had proposals in this area to correct inequities and avoid abuses.

RECOMMENDATION OF THE FACT-FINDER: Taking all the evidence into account, it is the recommendation of the Fact-Finder that Article 11 be restructured as follows:

Section 1 - Current Language

Section 2 - Current Language

Section 3 - Current Language

Section 4 - Current Language

Section 5 - See Section 5(2) above

Section 6 - Current Language

Section 7 - An employee may, at the end of a calendar year, elect to receive pay for up to 50% of the unused sick leave accrued during that calendar year but not so as to reduce the employee's total sick leave below 6 days at the end of the first full year of employment, 12 days at the end of 2 years of employment, and 18 days at the end of 3 years of employment and thereafter. Payment for such sick leave shall be made within 30 days of the employee's request and at the rate of pay applicable to the period during which the sick leave was accrued. Upon payment for such sick leave days, the sick leave days paid for shall be deleted from the employee's sick leave records. This provision shall not affect the requirements under Article 11, Section 9 of this contract governing the requirements for an employee to be entitled to pay for unused sick leave upon

voluntary termination of employment, retirement or death. An employee may not accumulate bonus days for new-use of sick days.

Section 8 - Current Section 7

Section 9 - Current Section 8 but add "and unpaid for" after word "unused" at end of fourth line.

Section 10 - Current Section 9

Section 11 - Current Section 10

Section 12 - Current Section 11

Article 13 - Vacation

ISSUE: Both parties had proposals in this area to correct inequities and avoid abuses.

RECOMMENDATION OF THE FACT-FINDER: Taking all the evidence into account, it is the recommendation of the Fact-Finder that Article 13 be restructured as follows:

Section 1 - Current Language

Section 2 - Current Language

Section 3 - Current Language but delete second sentence, i.e. "An employee...at a time."

Section 4 - An employee may, at the end of a calendar year, elect to receive payment for up to 50% of the unused vacation leave accrued during that calendar year. Payment for such vacation time shall be paid within 30 days of the employee's request and at the rate of pay applicable to the period during which the

vacation leave was accrued. Upon payment for such vacation leave days, the vacation leave days shall be deleted from the employee's vacation leave record. This provision shall not affect Article 13, Section 4 of this Agreement governing the requirements for an employee to be entitled to pay for unused vacation leave accrued at the time of separation from employment.

Section 5 - Current Section but add the words "and unpaid for" after word "unused" and before word "vacation" in the third line.

Article 15 - Wages (Section 1)

ISSUE: Both parties had proposals in this area. The Union is demanding One Dollar (\$1.00) per hour for each year of a three (3) year agreement. Management is offering Thirty Cents (\$0.30) per year for the first year of a three (3) year agreement with a re-opener for each of the remaining two (2) years.

POSITION OF THE UNION: It is the position of the Union that it opposes a re-opener because of the uncertainty and the additional cost.

POSITION OF THE MANAGEMENT: The Management feels that the re-opener is necessary because of the fact that a new Sheriff is taking office January 1, 1997 and should have some input on such a critical item as wages.

It is also the opinion that since the Bargaining Unit has received wage increases of 226% since 1992 in order to bring them to parity with comparable bargaining units it is no longer necessary to grant raises of such magnitude as the Union demands to maintain parity.

OPINION OF THE FACT-FINDER: It is the opinion of the Fact-Finder that the re-openers are justified in view of the major change in the administration of the department.

It is also the opinion of this Fact-Finder that any wage increase should consider the recent increases. This thought is consistent with that of the conciliator who decreed the last raises.

RECOMMENDATION OF THE FACT-FINDER: It is the recommendation of the Fact-Finder that Article 15, Section 1 read as follows:

Section 1. Commencing March 8, 1996, the following wage rates and systems shall be in effect until March 7, 1999, being the termination date of this Agreement, subject to wage re-opening for the contract year commencing March 8, 1997 and the contract year commencing March 8, 1998.

<u>Job Description</u>	<u>Start</u>
Corrections Officers	\$10.43/hr.

All employees who were employed in the Bargaining Unit as of March 8, 1996 shall receive a general wage increase of \$0.38 per hour.

Article 15 - Wages (Section 5)

ISSUE: This issue, proposed by Management, seeks to remove sick time hours from the computation of overtime.

POSITION OF THE MANAGEMENT: It is the position of Management that this section is simply too prone to abuse.

POSITION OF THE UNION: It is the position of the Union that the possibility of abuse does not prove that there has been any abuse.

OPINION OF THE FACT-FINDER: It is the opinion of the Fact-Finder that there is, indeed, opportunity for abuse. However, there is no need to throw the baby out with the bath water absent any evidence that any substantial abuse exists.

RECOMMENDATION OF THE FACT-FINDER: The recommendation of the Fact-Finder is as follows:

DO NOT CHANGE

Article 16 - Insurance

ISSUE: This issue, proposed by the Union, seeks to add optical and dental insurance to the coverage.

POSITION OF THE UNION: It is the position of the Union that health insurance should be comprehensive.

POSITION OF THE MANAGEMENT: It is the position of Management that changes made separate and apart from the master plan for the County would incur excessive costs.

OPINION OF THE FACT-FINDER: It is the opinion of the Fact-Finder that, in view of the rising costs of health care, it is

necessary to balance costs versus benefits. A master plan for the County is the best approach to contain costs. If each department formulated its own plan or scheme of benefits, the resulting costs would be prohibitive.

RECOMMENDATION OF THE FACT-FINDER: It is the recommendation of the Fact-Finder as to this issue is as follows:

DO NOT ADD

Article 25 - Duration

In view of the recommendation in Article 15 - Wages, it is the recommendation of the Fact-Finder that the first paragraph read as follows:

This Agreement shall upon its execution by duly-authorized representatives of the O.L.C. become effective as of March 8, 1996 and shall remain in full force and effect to and including March 7, 1999.

New Article - Bargaining Unit Work

ISSUE: This issue, proposed by the Union, seeks to preserve the identity of, and line of demarcation between, the various bargaining units as well as non-bargaining employees. Bargaining unit work would be performed only by bargaining unit employees.

POSITION OF THE UNION: It is the position of the Union that such a provision is necessary in order to prevent the erosion and/or mongrelization of its respective units.

POSITION OF THE MANAGEMENT: It is the position of The Management that such a provision is an intrusion on Management Rights, could increase the cost to the department, and might be detrimental to the public which it serves.

OPINION OF THE FACT-FINDER: It is the opinion of the Fact-Finder that both parties have valid points. It is imperative that the public be served and that the established Bargaining Units be kept intact. To handle emergencies, people need to be trained. Therefore, people need to be trained prior to the time an emergency arises.

RECOMMENDATIONS OF THE FACT-FINDER: It is the recommendation of the Fact-Finder that a New Article be added to the Collective Bargaining Agreement and read as follows:

New Article -- Bargaining Unit Work

Section 1. Bargaining unit work shall only be performed by members of that bargaining unit except in the case of training or emergency.

New Article - Beards

ISSUE: This issue, proposed by the Union, seeks permission for the employees to grow beards

POSITION OF THE UNION: It is the position of the Union that any prohibition in this regard infringes on the individual rights of the member.

POSITION OF THE MANAGEMENT: It is the position of The Management that beards present a safety hazard and in some cases reflect adversely on the image and appearance of the department.

OPINION OF THE FACT-FINDER: It is the opinion of the Fact-Finder that no compelling reason for this provision was presented.

RECOMMENDATIONS OF THE FACT-FINDER: The recommendation of the Fact-Finder as to this New Article is as follows:

DO NOT ADD

New Article - Shift Differential

ISSUE: This issue, proposed by the Union, seeks a shift differential for those employees working either the afternoon or midnight shifts.

POSITION OF THE UNION: It is the position of the Union that this practice is common in the private sector.

POSITION OF THE MANAGEMENT: It is the position of The Management that comparables do not support this proposal. It is also the position of The Management that the cost of such a proposal cannot be justified.

OPINION OF THE FACT-FINDER: It is the opinion of the Fact-Finder that no persuasive argument was presented in favor of such proposal.

RECOMMENDATIONS OF THE FACT-FINDER: The recommendation of the Fact-Finder as to this issue is as follows:

DO NOT ADD

New Article - Three (3) Step Pay Scale

ISSUE: This issue, proposed by the Union, seeks to reinstate step raises.

POSITION OF THE UNION: No specifics were presented by the Union.

POSITION OF THE MANAGEMENT: It is the position of The Management that the prior step raises were negotiated from and removed at a premium in 1992. It is also the position of The Management that longevity pay adequately covers this request.

OPINION OF THE FACT-FINDER: It is the opinion of the Fact-Finder that there is no justification for accepting a premium for removing a provision and then demanding its reinstatement without offering something in exchange or, at least, presenting some cogent reason.

RECOMMENDATIONS OF THE FACT-FINDER: The recommendation of the Fact-Finder as to this issue is as follows:

DO NOT ADD

ARTICLE 25

DURATION

This Agreement shall become effective upon its execution by duly authorized representatives of the O.L.C. and the Sheriff and shall remain in full force and effect to and including Midnight three (3) years from March 8, 1996.

Either party may on or before sixty (60) days prior to the termination of this Agreement give notice to the other party of the desire of the party giving such notice to negotiate with respect to the terms and conditions of a new Agreement.

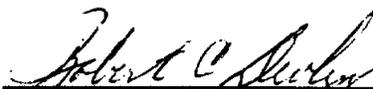
Provided however that the provision of Article 15, Section 1 relating to base wage rates and only that provision shall be subject to renegotiation, change or amendment at the expiration of one (1) year from the effective date of this Agreement, and again at the expiration of two (2) years from the effective date of this Agreement. The party desiring such renegotiation, change or amendment shall give sixty (60) days written notice in advance of the expiration of said one (1) year or two (2) year period of their desire to renegotiate. If neither party gives notice of its desire to renegotiate such provision within the sixty (60) day period such provision shall continue in full force and effect for the succeeding year of the contract.

Written notice provided herein shall be given by personal service or by certified mail to be served upon or mailed to the Hancock County Sheriff, 200 West Crawford Street, Findlay, Ohio 45840 and if upon the Ohio Labor Council, by serving same upon the President of the local unit or by mailing to the O.L.C. at 222 East Town Street, Columbus, Ohio 43215. Either party may,

by like written notice, change the address to which certified mail notice to it shall be given.

REMARKS

Due to the recommendation concerning Bargaining Unit work, you may wish to consider renumbering Articles. The Fact-Finder feels that all other issues have been resolved by the parties. In the event that any issue has fallen through the cracks, please advise and a supplementary report will be issued.



Robert C. Devlin
Fact-Finder

Date: May 20, 1996