

STATE EMPLOYMENT
RELATIONS BOARD

FEB 2 10 13 AM '98

Factfinding Report and Recommendations

In the Matter of Factfinding Between

The Champaign County Sheriff

and

Fraternal Order of Police -- Ohio Labor Council Inc.

SERB Case Nos: 97-MED-09-0⁸86
97-MED-09-0087
8

MARCUS HART SANDVER, Ph.D.
FACTFINDER

Hearing Date: January 23, 1998
Decision Date: January 29, 1998

Representing the County:

Mr. Marc Fishel
Attorney at Law
Downes and Hurst
Columbus, Ohio

Representing the FOP-OLC

Mr. Phil Hatch
Staff Representative
FOP- Ohio Labor Council
Columbus, Ohio

I. Background

This case arises out of a collective bargaining dispute between the Champaign County Sheriff (The County) and the Fraternal Order of Police - Ohio Labor Council (the FOP or the Union). The parties met on numerous occasions during the months of October, November and December, 1997 to renegotiate a successor to the collective bargaining agreement. Despite these negotiations several issues remained unresolved. During November of 1997 the parties, through mutual agreement, chose Marcus Sandver as the Factfinder to the dispute. Through mutual agreement of the parties the date of January 23, 1998 was chosen as the date for the factfinding hearing.

II. The Hearing

The hearing was convened by the factfinder at 9:30 a.m. in the basement conference room of the Champaign County Court House on January 23, 1998. In attendance at the hearing were:

for the FOP-Ohio Labor Council:

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|----|----------------|--|
| 1. | Phil Hatch | Staff Representative |
| 2. | Mark Randall | Negotiating Team - Road Patrol |
| 3. | Matt Melvin | Negotiating Team - Corrections |
| 4. | Kelly Chrisman | Negotiating Team - Dispatch |
| 5. | Timothy Champ | Negotiating Team - Lieutenants-Sergeants |
| 6. | Brent Emmons | Negotiating Team - Road Patrol |
| 7. | Eric Harnish | Negotiating Team - Dispatch |

for the Champaign County Sheriff:

- | | | |
|----|---------------|-----------------------|
| 1. | David Deskins | Sheriff |
| 2. | Marc Fishel | Attorney for Employer |

The parties were briefed by the factfinder on the ground rules for the hearing. The parties were informed by the factfinder that the procedure would be controlled by the rules for

factfinding found in O.R.C. 4117 and associated administrative rules. The parties were further informed that the factfinder's recommendations would be developed in conformity with the criteria for factfinding found in O.R.C. 4117 (G)(7)(a-f).

The parties were asked to submit exhibits. The copies of the most recent collective agreements for the three bargaining units (road deputies, sergeants and correction officers/dispatchers) were labeled as joint exhibit #1. Each party submitted a bound multi-tab collection of supporting documents; the employers binder was marked as County exhibit #1, the union binder was marked as FOP exhibit #1. After brief opening statements the parties moved to a discussion of the issues.

After a preliminary discussion of the issues the factfinder attempted to mediate the issues in dispute. After 3½ hours of mediation the parties returned to the factfinding hearing to resolve the remaining unresolved issues.

III. The Issues

Issue 1. Article 17 - Education and Training

A. FOP Position

The FOP had a position on two issues with regard to education and training. The first issue is that the educational bonus for an associate degree should be raised from \$250 per year to \$500 per year and the bonus for a bachelors degree should be raised from \$500 per year to \$1,000. The second issue was that the level of tuition reimbursement should be increased above the present level of \$267 per year.

B. County Position

The county position on this issue is that the educational bonus remain as is in the current

contract (e.g., \$250 per year for associate degree, \$500 per year for bachelors degree). The county position on tuition reimbursement was to retain the current \$267 per year annual reimbursement.

C. Discussion

Much of the discussion of this issue centered around the construction of the new tri-county correctional facility and the prospects of closing the Champaign County jail once the new facility is completed. The concern was raised by the union that the job security of dispatchers and corrections officers will be negatively effected by the construction of the new facility. The FOP representative stated his view that it would be easier for the dispatchers and corrections officers to remain in the law enforcement field, even if laid off in Champaign County, if they had an associate degree or bachelors degree.

D. Recommendation

Based on the fact that the tuition reimbursement has not been raised since 1988 I recommend that Article 17 be changed to provide for a \$500 annual tuition reimbursement. All other provisions of Article 17 are to remain unchanged.

Issue 2. Article 22 - Hours of Work and Overtime

A. FOP Position

The FOP position on this issue is that the regularly scheduled work day should be 8 hours in length. Any work performed in excess of the 8 hours should be compensated at time and one half the straight time hourly rate. The union also proposes adding new language to article 22.5 regarding shift preference.

B. County Position

The County proposes current contract language be maintained in Article 22. Presently, the work period is defined as 80 hours in a 14 day period.

C. Discussion

There was quite a deal of discussion in mediation regarding this issue. Concern was raised by representatives of all units that the "4 on 2 off" schedule sometimes results in work periods that are less than 80 hours in 14 days. Under the present agreement, overtime does not begin until the 81st hour in a 14 day period even if the employee's regularly scheduled work week was 72 hours during that 14 day period. Thus an employee could work outside his or her regularly scheduled work hours in a work period and not receive overtime until the 81st hour was worked.

It seems to me that hours actually worked outside of the normally scheduled work period should be compensated as overtime. This would not include hours taken in sick time or vacation time, however, in computing hours actually worked in a scheduled work period.

D. Recommendation

Article 22 section 22.1 should be changed to read "for purposes of computing overtime, the regular work period should be those hours scheduled to be worked by an employee during a 14 day period. Hours actually worked in excess of the normally scheduled work hours during the 14 day period shall be compensated at a rate of one and one-half (1½) times the regular hours of pay." All other sections of Article 22 should remain unchanged.

Issue 3. Article 27 - Sick Leave

A. FOP Proposal

The FOP proposal on this issue would be to raise the number of unused sick leave hours that can be converted to cash upon separation from 240 to 400. The FOP proposal would provide for this "cash out" upon separation of employment.

B. County Proposal

The County proposal would be to maintain the current 240 hour limit on sick leave conversion. The County proposal further requires that the sick leave conversion be made only upon retirement and only upon the completion of 10 years of service.

C. Discussion

There was a limited amount of discussion at the hearing of this issue. The FOP representative stated his opinion that the 240 hour limit was outdated and below commonly accepted industry standards. Unfortunately, no comparison data was provided to substantiate the prevalence of a limit beyond the 240 hours specified in the agreement.

D. Recommendation

Article 27 sick leave shall remain unchanged.

Issue 4. Article 26 - Holidays

A. FOP Position

The FOP position on this issue is to add an additional holiday (Easter) to the 10 holidays named in Article 26. This would bring the number of holidays to 11.

B. County Position

The County position on this issue is to leave the number of holidays in the agreement at

10.

C. Discussion

The FOP representative stated his view that the average number of holidays in a collective agreement for Ohio County sheriffs is 13. The SERB data furnished by the FOP in exhibit #1 do not contain data for holidays. Due to the fact that all other Champaign County employees receive 10 holidays, I see no reason to add the 11th holiday.

D. Recommendation

Article 26 holidays shall remain unchanged.

Issue 5. Article 19 - Health Insurance

A. FOP Proposal

The FOP proposal on this issue is to maintain current contract language. Currently, the County provides for health insurance for single coverage and double coverage at no cost for employees. The premium for family coverage is paid 90% by the County and 10% by the employee.

B. County Proposal

The County proposal on this issue is to maintain family coverage at 90%-10% premium share and to increase the cost for single coverage to \$7.50 per month in 1998 and to \$15.00 per month in 1999. The premium cost would be \$15.00 per month in 1998 and \$30.00 per month in 1999 for double coverage. The County proposes adding prescription drug coverage to the health insurance plan.

C. Discussion

There was a lively discussion regarding the issue of health insurance at the hearing. The

FOP representative brought out the point that no other County employees presently pay a share of the premium for single or double coverage and that the 90-10 premium share for family coverage is also standard County wide. The comparison data show that in Darke, Madison and Shelby counties single employees make no contribution to health insurance premium, while in Marion, Miami and Wyandot they do.

Health insurance benefits are notoriously difficult to compare meaningfully from one employer to another. Although one plan may have a premium share and another not, the plans can vary on so many dimensions (e.g., deductibles, co-pay for service, limits of coverage) that meaningful comparisons are almost impossible. Due to the fact that the current plan is in effect for all other county employees and due further to the fact that no convincing argument can be made by the County to change the current plan, it is recommended that the health insurance plan remain unchanged during the current contract.

D. Recommendation

Article 19 health insurance remain unchanged.

Issue 6. Article 24 - Wages

A. FOP Proposal

The FOP proposal is for a 6% wage rate increase for each year of the life of the agreement (3 years).

B. County Proposal

The County proposal is for a 2% increase in 1998, and 2% increase in 1999 and a 2.5% increase for 2000.

C. Discussion

There was a good deal of discussion of the wage issue at the factfinding hearing. The comparison data show that for road deputies entry level salary (current) Champaign County pays less than Madison, Marion, Miami, and Union Counties but more than Darke, Shelby and Wyandot. For the top level road deputy, Champaign County presently pays less than Miami and Shelby Counties but more than Darke, Madison, Marion, Union, and Wyandot. For sergeants at all levels, Champaign County pays more than Darke and Marion and less than Shelby. For corrections officers and dispatchers at all levels, Champaign County pays more than Darke, Miami, Shelby and Wyandot and less than Madison and Marion.

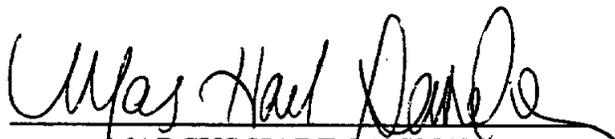
In short, the data do not show that Champaign County is way below comparison counties or way above comparison counties in wage rates. Thus, I see no necessity for a "catch-up" on the part of the employees in the Champaign County Sheriff's department. On the other hand, especially for road deputies, the 2% raise offered by the county would keep Champaign County road deputies at wage rates below those in four of the seven comparison counties. A three percent raise, however, would move Champaign County more clearly to the middle of the group of the comparison counties and would put Champaign County on virtually an equal scale to wage rates paid in neighboring Union and Madison Counties.

D. Recommendation

Article 24 shall be changed to provide for a 3% raise in wages in 1998, a 3% raise in 1999 and a 3% raise in 2000.

IV. Certification

This Factfinding Report and Recommendation is based upon evidence and testimony presented to me at a factfinding hearing conducted in Urbana, Ohio on January 23, 1998. The recommendations contained herein were developed in conformity with the rules for factfinding as found in O.R.C. 4117.


MARCUS HART SANDVER
FACTFINDER
JANUARY 29, 1998
Columbus, Ohio