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STATE EMPLOYMENT
RELATIONS BOARD

Dec 15 10 26 AM '98

FACT-FINDING REPORT

OHIO STATE EMPLOYMENT RELATIONS BOARD

Case No(s). 98-MED-05-0550
98-MED-05-0551
98-MED-05-0552
98-MED-05-0553

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

-and-

OTTAWA COUNTY SHERIFF

Advocates:

Jackie Wegman, Union
James N. Sciarini, Attorney, Employer

Donald R. Burkholder, Fact-Finder

Hearing Date: November 19, 1998
Mailed: December 14, 1998

A Fact-Finding hearing under the auspices of the Ohio State Employment Relations Board [ORC 4117.14 (C)] was conducted on Thursday, November 19, 1998 at Ottawa County Court House, Port Clinton, Ohio. The Fact-Finder offered at the outset to mediate in view of the 19 issues which remained to be resolved. With the assistance of the Fact-Finder the parties reached tentative agreement through the course of the day on all but two of the issues. A full hearing was conducted on the remaining issues, with three exhibits presented by the Union and four exhibits presented by the Employer, one of which was in the Pre-Hearing Brief. All exhibits were admitted into evidence.

Those present at the Hearing were as follows:

For the Employer:

Sheriff Craig Emahiser; Lisa Anne Gregg; Ruth Dyke; Bob Bratton; and James N. Sciarini, Attorney and Advocate.

For the Union:

Doug St. Clair; David Regal; Donald Lochotzki; Dan Cuevas; Hugh Bennett, FOP/POLC Representative; Jackie Wegman, FOP/POLC Advocate.

Following thorough examination of the pre-hearing material, the testimony presented at the Hearing, agreements reached during the hearing, and in accord with the statutory requirements noted above, the Fact-Finder recommendations are as follows:

FOP Issue 1 - Parties Agreed

SECTION 19.5. SPECIAL ASSIGNMENT POSITIONS

Special assignments to positions within the bargaining units may be made by the Sheriff. Applicants for such positions will be evaluated in accordance with the provisions of Article 19.4A and the Sheriff may select the successful bidder from among those recommended by the selection panel without regard to seniority. The current special assignment position(s) in the bargaining unit are assignments to the position of Civil Deputy. The Sheriff may designate additional special assignment positions for a period of up to ninety (90) days. A new special assignment position will not be made permanent without the written consent of the FOP/OLC.

FOP ISSUE 2 - Parties Agreed

SECTION 19.9 (ADD TO PARAGRAPH)

Except for coverage pending the bidding process, the Sheriff will not temporarily fill a permanent vacancy under this section. Upon request, the Sheriff or his designee will provide reason(s), in writing, for the temporary filling of a position.

FOP ISSUE 3 - Employer Accepts Union Position

SECTION 20.3 (B)

Employees in bargaining units assigned to the Corrections Division or Road Division, who are required by the Employer to actually work more than eighty (80) hours in a fourteen (14) day consecutive work period, shall be entitled to overtime compensation at time and one-half (1 1/2) their regular base rate of pay for all hours actually worked in excess of the eighty (80) hour maximum.

FOP ISSUE 4 - UNION WITHDREW ITS PROPOSAL.
SECTION 20.6

CURRENT LANGUAGE

FOP ISSUE 5 - UNION ACCEPTED EMPLOYER PROPOSAL

SECTION 20.8 (second paragraph)

Unusual or emergency circumstances may require employees to work overtime without having prior authorization of the Sheriff. Whenever such circumstances occur, the Sheriff or his/her designee must be advised in writing by the start of the employee's next shift.

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FOP ISSUE 6 - Union Withdraws /Current Language

SECTION 21.2 (A) (re shift differential)

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FOP ISSUE 7 - Union Withdraws/Current Language

SECTION 22.2 - (re detective clothing allowance)

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FOP ISSUE 8 - Fact-Finder awards the following wage increases.

Article 24.1 - Wage Increases

A. - Deputy Sheriffs, Corrections Officer, including Civil Deputy, Patrol Sergeant, and Detective.

Year 1: 3% Year 2: 4% Year 3: 4%

B. Communications Officer Pay

Year 1: 3% Year 2: 4% Year 3: 4%

Starting Communications Officers - No Experience shall have the same starting pay as Starting Corrections - Not Corrections Certified. Communications Officers shall receive the same wage increases awarded other members of the Sheriff's Department bargaining unit. Communications Officers will move to their correct level of service, i.e., Starting Communications Officers will be paid the same as Starting Corrections - Not Corrections Certified. Six-months Communications will move to Six-months Corrections - Not Corrections Certified. Twelve months Communications will move to twelve months Corrections - Not Corrections Certified.

FOP ISSUE 9 - Union Withdraws

Article 24 (proposed new section on rank differential)

FOP ISSUE 10 - Union Withdraws

Article 24.2 -- (current language remains re longevity increase)

FOP ISSUE 11 -Union Accepted Employer Proposal - See County Proposal 5B

FOP ISSUE 12 - Union Accepted Employer Proposal, adding language to Article 25.1,
as follows:

If the County Commissioners subsequently require employee contributions to premiums for all other county employees, for which the county commissioners are the appointing authority, the parties will reopen negotiations only for the purpose of setting employee premium contributions (if any) subject to the procedures under ORC 4117.

FOP ISSUE 13 - Union Withdraws.

Article. 28.12-Current Language

FOP ISSUE 14 - Union Withdraws

Article 28.13 - Current Language

FOP ISSUE 15 - Union Accepts Employer Proposal, Drops all Proposals on Article 28.

New Language Section 28.14

A. Full time employees with a minimum balance of five hundred (500) hours accrued sick leave will be eligible to convert to cash any part of his/her accrued sick leave up to fifteen (15) days per year at the rate of fifty percent (50%). The cash benefit conversion shall be equal to one hour of the employee's base rate of pay for every two hours of unused sick leave credit that is converted.

B. The options for conversion of sick leave credit can only be utilized for sick leave credited an employee in the year in which it is accrued.

C. Cash benefits will be paid once per year at such time as designated by the Sheriff. At the time designated by the Sheriff, employees will elect to receive cash or carry the sick leave forward. An employee not exercising a choice by the deadline established by the Sheriff will automatically have the hours carried forward.

D. Employees will not have an opportunity to convert to cash any sick leave upon resignation or termination except that when the termination is due to retirement or death the employee may convert sick leave under provisions of Article 28.12.

E. All unused accumulated sick leave converted to cash shall be eliminated at the time of sick leave conversion payment and shall not be re-credited to the employee for any reason.

FOP ISSUE 16 - Union Withdraws

Article 33.2 - Current Language

FOP ISSUE 17 - Union Withdraws

Article 34.4 - Current Language

FOP ISSUE 18 - Union Withdraws

Article 35 - Current Language

FOP ISSUE 19 - Proposed Language on Staffing WITHDRAWN

FOP ISSUE 20 - DURATION.

Parties agreed to the following provided Fact-Finder Report accepted:

Wage increases (i.e., 3%) retroactive to 10-1-98.

Article 44.1 - Duration:

This Agreement shall be effective as of October 1, 1998 and remain in full force and effect through midnight September 30, 2001.

COUNTY ISSUE 1 - County Withdraws.

Article 3.1- Current Language.

COUNTY ISSUE 2 - Union and Employer reached Agreement.

Article 19.5 - SPECIAL ASSIGNMENT POSITIONS. See FOP Issue 1.

COUNTY ISSUE 3 - Union agrees to Employer counter-proposal to delete "paid sick leave"

Article 20.7 - For the purposes of this Section, paid vacation, compensatory time, paid military leave, and paid court leave shall be considered active pay status and counted as time worked.

COUNTY ISSUE 4 - County withdraws its Proposal.

Article 22.6 - Current Language

COUNTY ISSUE 5 - Parties agreed to the following.

ISSUE 5A

Article 24. 1(a) - Communications Sergeant shall be part of the pay table. The rate differential for Communications Sergeant shall be the same percentage above Communications Officer as Patrol Sergeant is to Starting Road Patrol Officer - Certified.

ISSUE 5B - Delete current Article 24.4. Add the following.

Article 24.4 - Effective December 1, 1998, the Pay Table shall be adjusted to reflect starting Corrections, not Corrections Certified; Corrections - Corrections Certified; Corrections Officer - OPOTA Peace Officer Certified. All Corrections Certified Officers will be required to maintain OPOTA peace officer/firearms certification enabling such Corrections Officers to conduct prisoner transports and court security assignments. A Corrections Officer will be eligible for Corrections Officer - OPOTA Peace Officer certified after serving his/her one year probationary period as a Corrections Officer. The current 1% lump sum is to be paid for December 1997, through November 1998.

The Corrections-OPOTA Certified will be paid 1% above the rate of Corrections-Corrections Certified 12 months. Based upon current wage (not adjusted for Fact-Finder Award under FOP Issue 8A) the classifications will be reflected as follows:

1. Starting Corrections - not corrections certified.

Start	Six Months	12 Months
\$12.10	\$12.33	\$12.56

2. Corrections Officer - corrections certified.

\$12.39	\$12.48	\$12.56
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3. Corrections Officer - OPOTA peace officer certified.

12 months

\$12.69

 COUNTY ISSUE 6 a - Parties agree to modify Article 28.1 to modify sick leave accumulation.

Section 1.1 - Upon execution of this Agreement, each employee while in active pay status shall accumulate ten (10) days of sick leave per year. For each completed hour in actual pay status, an employee earns .03832 hours of sick leave. Actual pay status includes hours worked, hours of vacation, holiday leave, paid injury leave, and compensatory time. Sick leave shall not accrue while an employee is on paid sick leave or in any unpaid status including unpaid leave of absence, layoff or suspension.

6 b - Sheriff agrees to add to wage table the following to base wage rates, after first-year wage increases are added to base.

Communications

Sergeant	.18
Officer	.16

Patrol

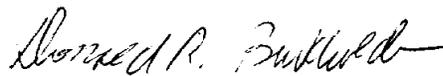
Detective	.23
Sergeant	.23
Deputy	.20

Corrections

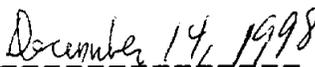
Sergeant	.21
Corporal	.19
Officer	.18

LETTERS OF UNDERSTANDING:

1. Retroactivity. DELETE current letter. Retroactivity is addressed for this Agreement under FOP Issue 20, Duration.
2. Detective Memo of Understanding. RETAIN.
3. Corrections 1% Memorandum. DELETE.
4. Dispatch 1% Memorandum. Based upon award in FOP Issue 8B, Delete Memorandum.
5. Overtime Procedure - RETAIN.



Donald R. Burkholder, Fact-Finder



Date

Service provided through mailing by U.S. Postal Service Express Mail, Postmarked on this date, December 14, 1998.