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STATE EMPLOYMENT  
RELATIONS BOARD  
AUG 10 10 16 AM '99

Before Louis V. Imundo, Jr., Fact-Finder

In the matter of fact finding between

PREBLE COUNTY SHERIFF

and the

FRATERNAL ORDER OF POLICE, THE OHIO LABOR COUNCIL, INC.

SERB Case Numbers: 99-MED-03-0157, 0158, and 0159

This matter was heard before Louis V. Imundo, Jr., Fact-Finder, on August 4, 1999 in Eaton, Ohio.

### **1.0 Introduction**

#### **1.1 Appearing For Management**

- John Krock, Vice President, Clemans-Nelson & Associates
- Thomas A. Hayes, Sheriff
- Wayne Simpson, Major
- Kendra Carpenter, Consultant, Clemans-Nelson & Associates

#### **1.2 Appearing For The Union**

- Thomas Fehr, Staff Representative
- Joe Renner, Deputy Sheriff
- Sandy Emrick, Corrections Officer
- Sheila Taylor, 911 Dispatcher

### **2.0 Issues**

The Parties were at an impasse, and could not agree on the language to be contained in the following articles: Article 21 - Overtime, Article 23 - Wages, and Article 29 - Vacation.

### **3.0 The Parties' Positions**

For the purposes of clarity and brevity, the Parties' respective positions are presented in summary form.

#### **Article 21 - Overtime**

The Union sought to retain the current 65 hours of compensatory time. Management sought to eliminate compensatory time, and in lieu of it, pay overtime.

#### Article 23 - Wages

The Union sought a two (\$2.00) dollar per hour wage increase across the board effective June 28, 1999. The Union sought a five (5) percent across the board increase in the second year of the agreement, and a five (5) percent across the board increase in the third year of the agreement. The Union sought to retain the rest of the current language in 23.1 and incorporation into the successor agreement the previously tentatively agreed language in Section 23.2, and the new Section 23.3

Management offered a three (3) percent wage increase for 1999 effective the date the successor agreement is signed. Management offered a two (2) percent wage increase in the second year of the agreement. Management offered a two (2) percent wage increase in the third year of the agreement.

#### Article 29 - Vacation

The Union sought to reduce the number of years it takes to reach a new rate of accumulation of vacation time. The Union sought to increase the rate of accumulation at 25 years of service to 30 days of vacation. The Union sought to carryover into the successor agreement the language contained in Sections 29.2 and 29.5 - 29.7 inclusive, along with certain changes to Sections 29.3 and 29.4 that had been previously tentatively agreed upon.

Management sought to carryover into the successor agreement the language that currently appears in Sections 29.1, 29.2, 29.5, 29.6, and 29.7. Management sought to incorporate into the successor agreement the language in Sections 29.3 and 29.4 that had been previously agreed upon.

### **4.0 Opinion And Recommendations**

#### Article 21 - Overtime

The Fact-Finder believes that the current schedule of compensatory time, while beneficial to most employees, does cause scheduling problems and generates additional overtime. In the Fact-Finder's opinion, the scheduling problems are less significant than the adverse impact on the operating budget caused by the additional overtime. In the Fact-Finder's opinion, Management's position that all compensatory time should be eliminated, and in lieu of it pay overtime is unreasonable and self defeating.

After reviewing the Parties' respective positions and supporting information, it is the Fact-Finder's opinion that the Preble County Sheriff Proposal No. 2 that was tentatively agreed to by the Parties on June 23, 1999 is a fair and reasonable compromise, and should be adopted.

Article 23 - Wages

Relative to comparable Sheriffs' Departments in the State, and in particular the central and southwestern counties, the Department's employees are being paid at fairly competitive wage rates. The record is devoid of any substantive, credible information to support any claim that County officials ever publicly said that they want to pay the Department's employees wage rates that are comparable or the same as the wage rates paid to the City of Eaton Police Department employees.

In the Fact-Finder's opinion, Management's current offer is less than adequate. In the Fact-finder's opinion, Management's June 23rd offer that was tentatively agreed to by the negotiating committee, and subsequently rejected by the bargaining unit's members was quite generous. After thorough consideration of all the testimony presented at the Hearing, and all the documentary evidence submitted into the record, it is the Fact-Finder's recommendation that the one (\$1.00) dollar per hour across the board wage increase for 1999, and the three (3) percent wage increases in 2000 and 2001 be adopted. The 1999 wage increase should be retroactive to June 28th. The Fact-Finder further recommends that the current language for the rest of 23.1 be carried over into the successor agreement, and that the previously tentatively agreed upon language to Section 23.2 be adopted. Additionally, it is recommended that the previously agreed upon new language that would appear in Section 23.3 be adopted.

Article 29 - Vacation

In the Fact-Finder's opinion, with the exception of the previously tentatively agreed upon changes to the language contained in Sections 29.3 and 29.4, the current language in this Article should be carried over into the successor agreement. The previously agreed upon changes in Sections 29.3 and 29.4 should be adopted

August 9, 1999  
Date

Louis V. Imundo, Jr.  
Louis V. Imundo, Jr.  
Fact-Finder