

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

STAT. REC.
REC. #
MAR 5 11:25 AM '83

In the matter of Fact-Finding between

THE MARION COUNTY SHERIFF AND THE MARION COUNTY BOARD OF COMMISSIONERS

and the

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

1.0 Introduction

1.1 Appearing for the County

- Jim Slagle, Prosecuting Attorney
- Dean Millhane, Human Resources Director
- Tim Bailey, Chief Deputy, Marion County Sheriff's Office
- Kim Taylor, Deputy Auditor, Marion County Auditor's Office

1.2 Appearing for the Fraternal Order of Police

- Larry Deck, FOP/OLC Staff Representative
- Chuck Black, Sargent, Marion County S.O. & Sargent's Representative
- Jeff Cline, Marion County S.O. & OLC Negotiating Committee
- Matt Dendinger, Marion County S.O. & OLC Negotiating Committee
- Susan H. Brown, Marion County S.O. & OLC Negotiating Committee

2.0 Unresolved Issues

- Article 17, Sick Leave/Injury Leave
- Article 18, Health and Liability Insurance
- Article 25, Hours of Work/Overtime
- Article 26, Wages and Other Compensation
- New Article, Education/Training

At the Hearing, the Parties were able to agree on the language to be memorialized in Articles 18 and 25.

3.0 Recommendations

ARTICLE 17 – SICK LEAVE/INJURY LEAVE

After a thorough review of the information provided to the Fact-Finder, and an analysis of sick leave/injury leave time in counties comparable to Marion County, the Fact-Finder has found that there is merit in the FOP's argument that there should be an increase in overall hours of sick leave.

At the Hearing, evidence was produced that a large balance of the hours available to the Sheriff's Office employees under the expired Agreement were in the form of funeral leave, which is very rarely used, and not for other reasons. In view of these facts, the Fact-Finder recommends that there be a 16 hour or 2 day increase in sick leave time, accumulated at the rate of 3.7 hours per pay period.

ARTICLE 26 – WAGES AND OTHER COMPENSATION

Wages

After reviewing the data, the Fact-Finder recommends that the FOP receive a 3.25% wage increase in all job classifications for the year 2000, 2001, and 2002, for the following reasons: First, demands on bargaining unit employees are increasing due to changing demographics and business growth in the county without a sufficient increase in manpower, particularly in the Deputy job classification. Second, the Sheriff believes that employees should be among the more highly paid in counties comparable to Marion. The recommended 3.25% will accomplish this objective.

Wage Progression

The Fact-Finder recommends that the 8-step wage progression be put into effect for personnel hired after 1/1/2000, for two reasons: First, the increase in steps will reduce the County's annual per capita wage expenditures. Second, the lengthening of the time it takes new hires to reach the top of their wage rate ranges will reduce the adverse effects associated with employees topping out too quickly.

Longevity Pay

The Fact-Finder recommends that the current language concerning longevity pay be carried over intact into the successor Agreement because the FOP's arguments for an increase in longevity pay were neither compelling nor persuasive.

NEW ARTICLE – EDUCATION AND TRAINING

Section - Educational Incentive

The expired agreement does not provide for tuition reimbursement. Based on this fact, it is recommended that the following one-time bonuses for completion of a degree program in Criminal Justice or a related field from an accredited college or university be memorialized in the successor Agreement:

- \$1,000 bonus for an Associate Degree
- \$2,000 bonus for a Bachelor's Degree
- \$3,000 bonus for a Master's Degree.

Section - Training

The Fact-Finder recommends the following language be memorialized in the successor Agreement: "All employees shall receive a minimum of sixteen (16) hours of continuing education to enhance their professional development. Employees who participate in training will be compensated at straight time if the training is conducted outside of their scheduled work hours."

Section - Specialized Pay

The Fact-Finder recommends that the language proposed by the FOP be memorialized in the successor Agreement, with one sentence added at the end of the section. This section should read: "All specialized assignments, as approved by the Sheriff, shall be paid an additional \$85.00 per month. Specialized positions include, but are not limited to, Senior Evidence, Technical, Pilots, and Canine Officers. In addition, all divers will be paid at one and one half-(1 ½) times their regular hourly rate for all time spent diving. As required, individuals must possess the necessary current certification."

March 6, 2000
Date

Louis V. Imundo
Louis V. Imundo, Ph.D.
Fact-Finder