

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In the Matter of the Conciliation Between:

| | | | |
|-------------------------|---|----------|----------------|
| The Ohio Patrolmen's |) | | |
| Benevolent Association, |) | | |
| Employee Organization |) | | |
| |) | | |
| And |) | Case No. | 10-MED-09-1258 |
| |) | | 10-MED-09-1259 |
| |) | | 10-MED-09-1260 |
| Seneca County Sheriff, |) | | 10-MED-09-1261 |
| Employer |) | | |

APPEARANCES:

For the Union:

Michelle T. Sullivan, Union Representative
John Winters, Union Representative
Cindy Feasel, Union Representative, Dispatch
Shandra Alcalá, Union Representative, Kitchen
Donald Joseph, Union Representative, Detective Sergeant
Craig Branson, Union Representative, Corrections Officer

For Seneca County Sheriff

John Krock, Employer Representative
Dave G. Sauber, County Commissioner
Stacy Wilson, County Administrator
Ron Green, Chief Deputy

Before Sarah Rudolph Cole, Conciliator

The Ohio State University, Moritz College of Law
55 West 12th Avenue
Columbus, OH 43221
Tele: (614) 688-4918
Fax: (614) 292-2035
E-mail: cole.228@osu.edu

Introduction

In accordance with SERB procedures, this Conciliator was appointed on August 20, 2012 to hear the case between the Ohio Patrolmen's Benevolent Association ("OPBA") and the Seneca County Sheriff. The parties agreed to hold a conciliation hearing on the above matter on September 26, 2012. In a timely fashion and in accordance with SERB guidelines, the parties delivered to the Conciliator their positions on the outstanding issues five days before the hearing date.

SERB instructs conciliators to "resolve the dispute between the parties by selecting on an issue-by-issue basis from between each of the party's final settlement offers." The Conciliator, in accordance with Ohio Revised Code § 4117.14(G)(7), is to consider the following factors when making her award:

- (a) past collectively bargained agreements, if any, between the parties;
- (b) comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) the interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (d) the lawful authority of the public employer;
- (e) the stipulations of the parties;
- (f) such other facts, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution proceedings in the public service or private employment.

Mediation and Agreement/Award

Prior to opening the hearing, the Conciliator offered mediation for the outstanding issues as required by SERB rules. The parties decided to mediate the remaining issues and were able to reach agreement on each issue as follows:

Article 19 – Vacations – all bargaining units

Section 19.4. Vacation shall not be authorized in increments of less than one (1) hour.

Section 19.7. Employees who accrue at least four (4) weeks of vacation per year, will have the option of “cashing” in up to forty (40) hours of vacation each year, at their regular rate of pay. The Employer shall be given a minimum of thirty (30) days notice that an employee wishes to “cash in” vacation time. Vacation time “cash in” shall be made the first pay period in September during each year of the Agreement. For 2012 only, employees wishing to “cash in” vacation time shall notify the Sheriff of their intent to do so no later than October 12, 2012.

Article 38 – Uniforms

Rank

Section 28.1. Bargaining unit employees shall receive the following cash allowances for the purpose of replacing worn and aging uniform and equipment items, and for dry cleaning such uniforms. Cash payments shall be payable the second pay period in February, each contract year.

| | | |
|--------------------------|-------------|-------------|
| | <u>2013</u> | <u>2014</u> |
| Sergeant and Lieutenants | \$700 | \$700 |

Section 38.7. The option shall also be given to employees working as Road Deputies to wear their official choice of necktie, dickie, or turtleneck with their uniform. Baseball caps shall not be worn.

Section 38.9. The Sheriff may allow Deputies to wear “BDU” uniforms, under certain circumstances.

Deputies & Dispatchers

Section 28.1. Bargaining unit employees shall receive the following cash allowances for the purpose of replacing worn and aging uniform and equipment items, and for dry cleaning such uniforms. Cash payments shall be payable the second pay period in February, each contract year.

| | | |
|--|-------------|-------------|
| | <u>2013</u> | <u>2014</u> |
| Road, Patrol Deputy, Transport officer | \$700 | \$700 |
| Dispatchers | \$325 | \$325 |

Section 38.7. The option shall also be given to employees working as Road Deputies to wear their official choice of necktie, dickie, or turtleneck with their uniform. Baseball caps shall not be worn.

Section 38.9. The Sheriff may allow Deputies to wear “BDU” uniforms, under certain circumstances.

Corrections Officers & Medical Technician

Section 28.1. Bargaining unit employees shall receive the following cash allowances for the purpose of replacing worn and aging uniform and equipment items, and for dry cleaning such uniforms. Cash payments shall be payable the second pay period in February, each contract year.

| | | |
|--|-------------|-------------|
| | <u>2013</u> | <u>2014</u> |
| Corrections officer and Medical Technician | \$700 | \$700 |

Cooks & Maintenance

Section 28.1. Bargaining unit employees shall receive the following cash allowances for the purpose of replacing worn and aging uniform and equipment items, and for dry cleaning such uniforms. Cash payments shall be payable the second pay period in February, each contract year.

| | | |
|-----------------------|-------------|-------------|
| | <u>2013</u> | <u>2014</u> |
| Cooks and Maintenance | \$325 | \$325 |

ARTICLE 31, HEALTH AND SAFETY (Corrections Officers)

Section 31.2. The Sheriff shall maintain mandatory minimum staffing levels in the Jail as follows, except where emergency circumstances prevent such from occurring:

| <u>Number of Inmates</u> | <u>Minimum for 1st, 2nd, 3rd Shifts</u> |
|--------------------------|--|
| 0-40 | 4-4-3 |
| 41-81 | 5-5-4 |
| 82-125 | 6-6-5 |
| 126-200 | 7-7-6 |
| 201+ | 8-8-7 |

In the event the number of inmates housed for the Immigration, Customs, and Enforcement Administration (“ICE”) drops below twenty-five (25), the minimum staffing levels set forth above will be temporarily suspended until such time as the ICE inmate levels return to twenty-five (25) or more. Any temporary suspension of the minimum staffing levels stated herein shall not result in any reduction of any employee’s previously or regularly scheduled hours.

ARTICLE 32, INSURANCE, Section 32.1 (all bargaining units)

Section 32.1 All full-time employees are eligible for coverage under the County's group hospitalization insurance program. The employee's contribution to the single and family premiums will be the same as that designated for the non-bargaining County employees paid from the General Fund. Such employee contribution shall not exceed twenty percent (20%) of such premiums. The employee's share of premiums will be deducted from the employee's paycheck.

The County Commissioners retain the sole authority to select types of insurance and insurance providers.

Either party may reopen this Article 32 on health insurance by providing written notice to the other between September 1 and October 1 of 2013. Said reopener shall be conducted pursuant to R.C. 4117.14, except that the parties expressly agree any limitation placed upon a conciliator pursuant to R.C. 4117.14(G)(11) shall be waived and that the employer consents an award of matters with cost implications, including insurance, in 2014.

ARTICLE 33 – WAGES AND COMPENSATION (all bargaining units)

Section 33.1. Effective the first full pay period in October 2012 the rate of pay for each bargaining unit position shall be as set forth below: shall be increased by 1.5 percent.

Section 33.2. Effective the first full pay period in July 2013 the rate of pay for each bargaining unit position shall be as set forth below: shall be increased by 1.5 percent.

Section 33.1. Either party may reopen this Article 33 on hourly rates of pay by providing written notice to the other between September 1 and October 1 of 2013 to negotiate over wage rates to be effective in 2014. Said reopener shall be conducted pursuant to R.C. 4117.14, except that the parties expressly agree any limitation placed upon a conciliator pursuant to R.C. 4117.14(G)(11) shall be waived and that the employer consents an award of matters with cost implications, including insurance, in 2014.

ARTICLE 38, DURATION OF AGREEMENT (all bargaining units)

Section 38.1 The Agreement shall be effective upon signature by the parties, and shall remain in full force and effect through December 31, 2014.

***Any language not expressly modified herein or modified in previously signed tentative agreements shall remain the same.*

All previously signed tentative agreements are incorporated by reference.

Signed and Dated, September 28, 2012



Sarah Rudolph Cole, Conciliator

CERTIFICATE OF SERVICE

The foregoing document has been served by email to Michelle T. Sullivan, msullivan@afwlaw.com, John Krock, jkrock@clemansnelson.com, and the State Employment Relations Board, Mary.Laurent@serb.state.oh.us, on the 28th day of September 2012.

A handwritten signature in black ink, appearing to read "Sarah Cole", written over a horizontal line.

Sarah Rudolph Cole