

**Paolucci & Associates**

attorney at law

November 7, 2011

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**via E-mail ONLY**

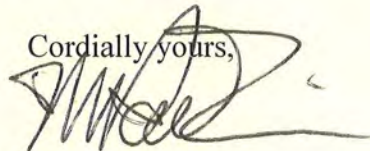
RE: Delaware County Sheriff -and- OPBA  
SERB Case No.: 2010-MED-10-1423  
Issue: Conciliation

To each,

Enclosed please find the Conciliator's Award and Bill for the above-captioned matter. The submission of the enclosed should bring my services to an end and, unless notified to the contrary, I will close my file.

In the meantime, I thank both Parties for giving me the opportunity to serve you in this matter and, if the occasion should so arise, I look forward to working with you in the future.

Cordially yours,



Michael Paolucci

attorney | arbitrator | patent attorney

IN THE MATTER

OF

CONCILIATION

BETWEEN

THE DELAWARE COUNTY SHERIFF,  
DELAWARE COUNTY, OHIO

AND

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION  
(DEPUTIES AND DETECTIVES UNIT)

Hearings: November 1, 2011  
SERB Case Nos.: 2010-MED-10-1423  
Date of Report: November 7, 2011  
Issue: Conciliation

Union Representative:

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AWARD

Michael Paolucci  
Arbitrator

Administration

By letter dated September 12, 2011, from the Ohio State Employment Relations Board, the undersigned was informed of his designation to serve as Conciliator for the Parties. On November 1, 2011, a hearing was held where the Parties presented testimony and documentary evidence in support of positions taken on an issue-by-issue basis. The record was closed at the end of the November 1, 2011, hearing and is now ready for a Conciliation Award pursuant to the Ohio Revised Code.

Factual Background

The Sheriff serves the citizens of Delaware County, Ohio, which lies just north of Columbus, Ohio. There are approximately eighty one (81) Deputy police and Detectives in the bargaining unit that are represented by the Union. Prior to submitting this case to conciliation, the Parties held a Factfinding hearing before Alan Miles Ruben, who issued a seventy eight (78) page Factfinding Report.

At the hearing the Parties executed a waiver of the right to have a record of the hearing and, as part of that waiver, agreed that written submissions of the Parties and exhibits together with the decision rendered would constitute the record. After some mediation, several issues were tentatively agreed to, and those agreements are by virtue of this decision made a part of the new Agreement. This includes, among other items, Article 23 – Paid Leaves (Injury), and Article 26 – Holiday (Demand Leave) The Parties submitted the following two (2) issues for decision:

1. Article 27 – Health Insurance
2. Article 28 – Wages and Pay Steps

\* \* \*  
\* \* \*

Section 4117-9-05(H) of SERB's administrative rules addresses the issues that a Conciliator must consider when making recommendations: That section, in pertinent part, reads as follows:

(H) The conciliator shall take the following into consideration in resolving the dispute between the parties:

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) 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 employers doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) 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;
- (4) The lawful authority of the public employer;
- (5) The stipulations of the parties; and
- (6) Such other factors, not confined to those listed in this rule, which are normally or traditionally taken into consideration in the determination of issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

\* \* \*  
\* \* \*

The issues will be addressed giving consideration to all of the required factors. In addition, each of the Parties pre-hearing submissions of Final Offers, Rationale, and Written Reports were reviewed and given due consideration as part of this decision.

**1. Article 27 –Health Insurance**

After reviewing the positions of the Parties, it must be found that the language in Health Insurance shall be changed to the following:

1. The Employer shall maintain a group health benefits plan for the bargaining

unit. The plan and its benefits shall be the same plan in effect for the employees of the County generally (management and non-management employees alike).

2. The Employer may implement reasonable changes in the health benefits plan so long as the changes are implemented for County employees generally. The Employer premium contribution dollar amounts for 2013 will remain at least at 2012 levels. The Employer's implemented plan must be reasonable, the Union or employees may file a grievance to challenge the Employer's compliance with this Article, including the reasonableness standard.

3. The Employer shall meet and confer with representatives of the Union before implementing any changes.

4. The Employer will provide and pay for term life insurance by January 1, 2008 in an amount not less than \$15,000.

The above does not track changes from the original version, and is the last best offer as submitted by the County.

#### **4. Article 28 – Wages and Pay Steps**

After reviewing the positions of the Parties, it must be found that the Wages shall be paid as follows:

- 2.75 % wage increase for the first year of a three year Agreement.
- 2.5 % wage increase for the second year of a three year Agreement.
- 2.25 % wage increase for the third year of a three year Agreement.

In addition, the 2.75% wage increase for the first year shall be paid prospectively only, with a back pay amount to be paid to the bargaining unit, based on a January 1, 2011 retroactive date, and being the same cash amount as the wage increase, not including overtime. This is based on the Union's last best offer.

Both Parties changed last best offer positions at the hearing on different issues, and both

Parties agreed that such modifications were acceptable and appropriate in this instance.

November 7, 2011  
Cincinnati, Ohio

A handwritten signature in black ink, appearing to read 'M. Paolucci', is written above a solid horizontal line.

Michael Paolucci

**CONCILIATOR'S BILL**

**CONCILIATOR:**

Michael Paolucci  
2114 Hunters Point Lane  
Cincinnati, Ohio 45244  
(513)651-1219

**PARTIES:** Delaware County Sheriff -and- OPBA  
SERB Case No.: 2010-MED-10-1423  
Issue: Conciliation

**REPRESENTATIVES:**

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Jonathan J. Downes  
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**HEARING AND STUDY DAYS:**

Hearing Day(s):	<u>1</u>	@	\$ <u>950.00</u>	\$ <u>950.00</u>
	November 1, 2011			
Study Day(s):	<u>.5</u>	@	\$ <u>950.00</u>	\$ <u>475.00</u>
	Includes before and after hearing			
			<b>Subtotal:</b>	\$ <u>1,425.00</u>

**EXPENSES:**

Food:		\$ <u>10.00</u>
Mileage: (260 miles @ .51/mile)		\$ <u>132.00</u>
		<b>Subtotal:</b> \$ <u>142.00</u>

**TOTALS**

**TOTAL: \$ 1,567.00**

**PAYABLE BY SHERIFF:**

**\$ 783.50**

**PAYABLE BY UNION:**

**\$ 783.50**

Date: November 7, 2011



Michael Paolucci  
Paolucci & Associates  
Tax I.D. No.: 26.2247815

REMIT TO: Paolucci & Associates  
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Cincinnati, Ohio 45244