



STATE EMPLOYMENT
RELATIONS BOARD

2011 APR 11 P 12: 18

STATE OF OHIO STATE EMPLOYMENT RELATIONS BOARD

**RE: FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC. (Union)
and
CRAWFORD COUNTY SHERIFF'S OFFICE (Employer)
CASE NOS.: 10-MED-10-1558; 10-MED-10-1559; and
10-MED-10-1560**

**CONCILIATION FINDINGS OF THOMAS R. SKULINA,
CONCILIATOR**

HEARING

A Conciliation Hearing was conducted at the office of the Sheriff of Crawford County, Bucyrus, Ohio on March 29, 2011. The advocate for the employee was Andrea H. Johan, Staff Representative for the Union. The employer was represented by Marc A. Fishel, Esquire, of the firm Downes Fishel Hass Kim, LLP.

BARGAINING UNITS

1. 2010-MED-10-1558 Deputies, including Road Patrol, Corrections and Investigators – Approximately 32.
2. 2010-MED-10-1559 Captains and Sergeants – Approximately 11.
3. 2010-MED-10-1560 Dispatchers – These approximations were taken from the union Conciliation Statement and each unit accounted for a separate SERB case number. – Approximately 9.

ISSUES FOR CONCILIATION

The parties resolved their other issues and the issues of Wages and Health Insurance were left for conciliation.

Both parties agreed that there shall be no increase of extra fees for an employee for spousal coverage for insurance. This factor was included in the finding of the fact-finder in Section 32.2 of the Collective Bargaining Agreement.

SUMMARY OF FINDINGS OF CONCILIATION

(Article 41) - The wage proposal of the union was accepted (Article 13). The employee's submission for health insurance, including the phrase inadvertently left out of the fact-finder report, was accepted.

ISSUE 1 – MEDICAL INSURANCE

There was extensive evidence to support the position that the county was in dire economic condition. For example, the population of the county, according to the 2010 Ohio County Population Census dropped .70% to 43,784 persons. The percentage drop was greater in only Cuyahoga and Mahoning counties. For 2000 to 2010 the drop is 6.8%.

Various comparisons were made to the six adjoining counties, i.e., Wyandot, Seneca, Huron, Marion, Richland and Morrow counties. For December 2010 to January 2011 the unemployment rate was highest in Crawford County (15.6%). Three of the adjacent counties exceeded Crawford County per capita income for 2008 and 2009. It left Crawford second last of the seven contiguous counties. The median earnings for workers 2008 and 2009 were lowest for Crawford County (08 – \$24,864) and (09 – \$23,165). Compare Ohio (08 – \$27,296) and (09 – \$27,455).

Adjusted gross income for 2000-2008 were lowest for Crawford amidst the seven county region. So too home values were the lowest for 2000-2009. Job and family assistance was highest for Crawford County in 2009. In that year, 12.8% of its population was below the federal poverty level. (Number 3 of the 7 counties).

The employer, in its brief, and the fact-finder gave ample explanations of the economic status of this county, which was in a word "poor".

I find for the health insurance provision submitted by the employer. This insurance program incidentally is used by all county workers according to the testimony at this hearing. The language is set out as follows:

FINDING – ARTICLE 13 – MEDICAL INSURANCE

Section 13.1 – The employer shall continue to provide Plan D and Plan H. The employer and the union shall establish a joint committee to analyze health insurance savings, including health savings accounts. All insurance all include hospitalization, major medical and prescription coverage. The committee shall be a cooperative sharing of information and resources and shall include representatives of the union, the employer and the county. The employer shall take reasonable action to keep insurance costs from exceeding a seven point five percent (7.5%) increase.

Section 13.2 – Effective January 1, 2011, the employer agrees to pay 77% of the cost of both single and family plans for those employees selecting Plan H for the duration of the Agreement. Employees shall pay the difference, through payroll deduction, between the amount paid by the employer and the actual rate of the premium.

Employees who select Plan D instead of the Plan H shall continue to pay the entire difference between the monthly premium for Plan H and Plan D.

ISSUE 2 – ARTICLE 41 – COMPENSATION

41.1 – Wage Scale – The union had originally sought a 6% increase for the year 2011. The employer then, and at the hearing, opted for no increase.

The fact-finder found for no wage increase.

The union at the hearing sought a wage increase of \$1.5% for this conciliation hearing.

The union points out that its members face increased medical insurance costs and have been at the same wage scale since 2009. No raise was enacted for 2010 or 2011 to the present date.

The union pointed out that its trained members would have to consider seeking similar employment in the many higher paying counties in this state.

The employer is against any raise which would set a higher base in the negotiations for the next contract, if in fact, negotiations can take place next year for wage issues.

Regardless of this, I find that the union's position is fair, and that the members of its unit have gone long enough without any pay increase and in the face of the now increased medical insurance costs.

The fact-finder had to look at a 6% increase, which he rejected. This is not before me.

Before me, is a request for 1.75% beginning July 1, 2011 is the position of the union.

I requested evidence on the costs of 1% for a year. The Sheriff submitted with the increases of PERS, Medicare and Workers Compensation, a 1% increase for a year amounts to \$36,357.00.

Here we are talking about half of 1.75% or .875% for the period ensued.

Considering the evidence on the various sources of income for the Sheriff's office, I do not find that this modest increase, over a six month period, shall unduly hinder the financial stability of this county office.

Hence, I have found for the union on this issue and find for the following language:

ARTICLE 41 – COMPENSATION

Section 41.1 – Wage Scale

Effective at the beginning of the first full pay period of January 2009, employees will be paid as follows, except that increase for 2011 shall be effective July 1, 2011:

Deputies:

	Step A	Step B	Step C	Step D	Step E	Step F
2009 (3%)	15.16	15.54	15.92	16.33	17.16	18.04
2010 (0%)	15.16	15.54	15.92	16.33	17.16	18.04
2011 (1/5%)	15.39	15.77	16.19	16.57	17.42	18.31

Dispatchers:

	Step A	Step B	Step C	Step D	Step E	Step F
2009 (3%)	13.62	14.00	14.41	14.82	15.24	16.11
2010 (0%)	13.62	14.00	14.41	14.82	15.24	16.11
2011 (1.5%)	13.82	14.21	14.63	15.04	15.47	16.35

Sergeants:

	Probation	1 Year		Probation	1 Year	
2009 (3%)	18.33	18.81		2009 (3%)	19.23	19.78
2010 (0%)	18.33	18.81		2010 (0%)	19.23	19.78
2011 (1.5%)	18.60	19.09		2011 (1.5%)	19.52	20.08


THOMAS R. SKULINA

DATE: April 7, 2011

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April 7, 2011

State Employment Relations Board (1-614-466-3074- FAX)
65 East State Street – 12th Floor
Columbus, Ohio 43215-4213

ATTN: J. RUSSELL KEITH
GENERAL COUNSEL & ASSISTANT EXECUTIVE DIRECTOR ✓

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Dear Mr. Keith:

Enclosed herein, please find my Conciliation Findings in regard to the above-captioned matter.

I am sending my bill for services rendered to the parties, in reference to this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Thomas R. Skulina".

Thomas R. Skulina
Conciliator

TRS/cad
Enclosure

cc: Andrea H. Johan, Staff Representative w/copy Enclosures (614-438-5252 - Fax)
Marc A. Fishel, Esquire w/copy Enclosures (1-614-221-1216 - Fax)