

**IN THE MATTER OF CONCILIATION BETWEEN**

**THE SANDUSKY COUNTY SHERIFF**

**AND**

**THE OHIO PATROLMEN'S ASSOCIATION**

**SERB CASE NO (s): 2013-MED-03-0201 3013-MED-03-0202**

**BEFORE WILLIAM C. BINNING PH.D.  
SERB CONCILIATOR**

**For the OPBA:**

**Joseph M. Hegedus  
92 Northwoods Blvd. Suite B-2  
Columbus, Ohio 43235**

**For the County:**

**Patrick A. Hire  
Regional Manager  
Clemans-Nelson & Associates  
417 North West Street  
Lima, Ohio 45801**

**Present at the Hearing**

**For the County**

**Kyle A. Overmyer, Sheriff Sandusky County  
Bruce N. Hirt, Chief Deputy Sandusky County Sheriff  
Theresa Garcia, Personnel Director Sandusky County Commissioners**

**For the Union:**

**Corey Hessick, Union Director**

In accordance with SERB procedures, this Conciliator was appointed on August 27, 2013 to hear the case between the Sandusky County Sheriff and the Ohio Patrolmen's Benevolent Association because the Fact-finder's recommendations were rejected.

The parties, who are represented by very professional and able representatives, agreed to hold a hearing on the above matter October 10, 2013 at the Sandusky County Sheriff's Office. In a timely fashion and in accordance with SERB guidelines, the parties delivered to the Conciliator their parties' position on the outstanding issue, five (5) days before the hearing date.

The Conciliator is instructed by SERB to "resolve the dispute between the parties by selection on an issue-by-issue basis, from between each of the party's final settlement offers". The Conciliator is obligated to take into account the following for consideration when making his award:

- (1) Past collective 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 employees doing comparable work, giving consideration to factors peculiar to the area and classification involved.
- (3) The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustment 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 section, which are normally or traditionally taken into consideration in the determination of issues submitted to final offer settlement through voluntary collective bargaining, mediation, conciliation or other impasse resolution procedures in the public service or in private employment.

## ISSUES

### THE OUTSTANDING ISSUE IS:

#### SENIORITY AND SHIFT ASSIGNMENTS

##### Background

A Fact-finder's report on the above contract was submitted by the Fact-finder and delivered to the parties on August 5, 2013. There were six outstanding issues addressed by the Fact-finder. The parties settled on five of those issues. Shift assignment addressed in the Seniority clause under Article 12 remained unresolved. The parties were very close in their proposed language presented to this Conciliator.

##### Proceedings

The Employer offered the Fact-finder's position as their final position. The parties agreed to allow the Employer to make a change in their final proposal on the outstanding issue. That revised language is offered below:

#### ARTICLE 12

##### SENIORITY

**Section 12.1** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) year. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

**Section 12.2** A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall

begin on the effective date of the promotion and shall continue for a period of six (6) months. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position any time during his probationary period.

**Section 12.3** "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Sheriff's Office. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

**Bargaining unit employees shall be permitted to submit three (3) shift preferences ranked in order from most desirable to least desirable, once annually, not later than December 1 each year. After December 1 each year, the Employer shall review the shift preferences of each bargaining unit employee, by classification.**

**After the time period for the bargaining unit employees to submit their shift preferences, the Employer shall assign bargaining unit employees to a shift effective the first full pay period in January at the discretion of the Sheriff or his designee. However, the following criteria will be considered:**

- a. **The operational requirements of the Sheriff's Office by individual classifications, inclusive of the gender balancing, work load requirements, the safety and security of the public and coworkers and disciplinary issues.**
- b. **the seniority of the bargaining unit employee; and**
- c. **the shift preferences of the bargaining unit employee, if any,**

**The final schedule shall then be posted.**

**The Sheriff's exercise of discretion under this section must be reasonable. The reasonableness of the Sheriff's decision may be challenged in the grievance and arbitration process contained herein.**

**Section 12.4.** An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave. However, benefits such as vacation do not accumulate when one is on leave status. Only time in active pay status counts towards benefit accrual.

**Section 12.5.** Employees laid off shall retain their seniority for a period of eighteen (18) months from the date of layoff.

**Section 12.6.** "Seniority" shall be lost for the following reasons:

1. discharge for just cause;
2. resignation;
3. layoff in excess of eighteen (18) months;
4. failure to report to work on the first day following the expiration of an approved leave of absence;
5. disability leave or other leaves requiring absence in excess of one (1) year;

6. failure to report to work within five (5) calendar days following receipt of recall notice from layoff.

#### **DISCUSSION AND AWARD**

**Discussion:** In the award of the above language the removal of the one year(1) limitation on the same shift from the Fact-finder's recommendation does not remove the authority of the Sheriff to assign shifts within the restrictions of 12.3.

**Award:** The Conciliator awards the above language and all other contract language tentatively agreed to by the parties.

Signed and dated this 10<sup>th</sup> day of October 2013 in Mahoning County Ohio.

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**William C. Binning Ph.D.**  
**SERB Conciliator**