

**STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO**

In the matter of conciliation between:

Case No. 15-MED-09-0906
(Sergeants)

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

Hearing: April 6, 2016
At Ashtabula County Sheriff's Office

and

ASHTABULA COUNTY SHERIFF

Before Conciliator:
Jack Buettner

CONCILIATOR'S AWARD

Appearances:

Union: Lucy DiNardo FOP/OLC Representative
Joe Lien Sergeant/FOP

Employer: John Barkan Attorney
William Johnson Sheriff

Introduction and Background:

Ashtabula County is geographically the largest county in Ohio, encompassing twenty-seven townships, eight school districts, and nine municipalities. The County Sheriff is the chief law enforcement officer of the County and provides specialized services, which include maintaining a special staff of deputies whose duties are to assist local law enforcement officers upon request and to enforce laws in unincorporated areas of the county. The Sheriff also operates and maintains the County Jail and is responsible for its inmates, including persons detained for trial or transfer to other institutes. Additionally, the Sheriff is in charge of the preparation and service of documents, is the acting body and chief administrator of public services for the county, and has the dispatching functions for all of Ashtabula County.

The current Collective Bargaining Agreement (CBA) expired December 31, 2015. The parties had several bargaining sessions and several tentative agreements were reached.

The bargaining unit consists of four (4) full-time sergeants.

Procedural Matters:

An Extension Agreement was signed prior to the conciliation. "The parties hereby agree that if impasse is reached, negotiations will by-pass fact-finding and move to Conciliation. The parties also agree to a MAD, using Jack Buettner as the Conciliator. As a result of this agreement, the parties waive the provisions of 4117.14(G)(11) in regard to all matters of compensation or with the cost implications which may be awarded by the conciliator in accordance with Chapter 4117 O.R.C. and agree that the conciliator may award wage increases or other matters with cost implications to be retroactive to January 1, 2016."

SERB appointed the conciliator by email dated November 12, 2015. The matter was scheduled for hearing April 6, 2016 by mutual agreement with the parties. Position statements were received by the conciliator and served by each party upon the opposing party prior to the hearing in accordance O.A.C. Rule 4117-9-06 (E).

The Conciliator attempted to mediate the unresolved issues prior to a formal conciliation hearing in accordance with O.R.C. Section 4117.14(G)(1). The parties were unable to reach agreement. As a result, a formal conciliation hearing commenced at which time the parties were provided complete opportunity to present testimony and evidence. The record in this proceeding was closed at the conclusion of the formal hearing in Ashtabula, Ohio on April 6th, 2016.

UNRESOLVED ISSUES

Article 26: Sick Leave/Personal Leave

Union Position: All sections remain Current Contract Language except for Section 5B.

Section 5. Use of Sick Leave

B. Three (3) days ~~sick~~ **paid, (leave not deducted from sick leave)** leave may be granted to the employee who provides proof of attendance at the funeral of: brother, sister, spouse, child, mother, father, person standing in loco parentis, father-in-law, mother-in-

law, daughter-in-law, son-in-law, **sister-in-law, brother-in-law**, aunt, uncle, niece, nephew, grandparent, or grandchild. Funeral leave days must be three (3) consecutive calendar days and include the day of the funeral. Sick leave of five (5) consecutive calendar days may be granted by the Employer for funerals more than 500 miles round trip from the employee's home or for unusual circumstances. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive calendar days will be scheduled with the approval of the Appointing Authority.

Employer Position: Maintain Current Contract Language

Award: As a result of the testimony and evidence presented, my award is to add "brother-in-law" and "sister-in-law" to the current language with no other changes. This would be effective May 1, 2016. All other sections remain as Current Contract Language.

Section 5. Use of Sick

B. Three (3) days sick leave may be granted to the employee who provides proof of attendance at the funeral of: brother, sister, spouse, child, mother, father, person standing in loco parentis, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle niece, nephew, grandparent, or grandchild. Funeral leave days must be three (3) consecutive calendar days and include the day of the funeral. Sick leave of five (5) consecutive calendar days may be granted by the Employer for funerals more than 500 miles round trip from the employee's home or for unusual circumstances. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive calendar days will be scheduled with the approval of the Appointing Authority.

Article 31: Wages/Longevity

Union Position: The Union is proposing to increase the rank differential pay of their sergeants. All other sections would remain Current Contract Language.

Section 1: Effective December 31, 1995, there shall be a rank differential of ten percent (10%) between the rank of Sergeant and Deputy (Step 4). This rank deferential shall remain for the term of this agreement. **Effective January 1, 2016 there shall be a rank differential of thirteen percent (13%) between the rank of Sergeant and the highest paid Deputy.**

Employer Position: The Employer's position is to maintain Current Contract Language for the pay rank differential.

Award: The rank differential has not been addressed since 1995. The external comparisons submitted by the Union and the Employer, however, presented a varied picture of rank differentials. All in all, the comparables do not compel a result in either side's favor. A review of these comparables show that the four counties that abut Ashtabula County--Geauga, Lake, Portage, and Trumbull—averaged approximately 11%. Based on the figures of the surrounding counties, testimony and other evidence, I award an 11% rank differential effective January 1, 2017. All other sections would remain Current Contract Language.

The parties tentatively agreed to follow Conciliator Harry Graham's award issued March 3, 2016 concerning wage increases for the Deputy bargaining unit. The wage increase would be three percent (3%) retroactive to January 1, 2016, two percent (2%) effective January 1, 2017, and two percent (2%) effective January 1, 2018.

Section 1: Effective January 1, 2016 there shall be a rank differential of ten percent (10%) between the rank of Sergeant and Deputy (Step 4).

Effective January 1, 2017 there shall be a rank differential of eleven percent (11%) between the rank of Sergeant and Deputy (Step 4). This rank differential shall remain for the term of this agreement.

Closing:

Due to the fact that the parties mutually agreed to forgo fact-finding and move right to conciliation, the Conciliator, in making his award, took into consideration oral testimony and evidence present at the April 6, 2016 hearing, as well as relevant factors as stipulated in O.R.C. Section 4117.14 (G)(6) & (7).

All Tentative Agreements are incorporated into this award by reference.

CERTIFICATE OF SERVICE

The Undersigned hereby certifies that a true copy of this Conciliation Award was electronically transmitted by email to Lucy DiNardo, Staff Representative (Ldinardofop@wowway.com), John Barkan, Attorney (jnbarkan@consultant.com) and the State Employment Relations Board (Med@serb.state.oh.us) this 25th day of April, 2016.

Jack Buettner

John (Jack) F. Buettner
Conciliator