

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

IN THE MATTER OF CONCILIATION BETWEEN:

HURON COUNTY SHERIFF'S OFFICE)	Case No. 2019-MED-09-0958, 0959, 0960, 0961
)	
Employer)	Date of Hearing: June 30, 2020
)	Date of Report: July 20, 2020
and)	
)	
THE OHIO PATROLMEN'S)	
BENEVOLENT ASSOCIATION)	
)	
Employee Organization (OPBA))	Sarah R. Cole, Conciliator

APPEARANCES:

For Huron County Sheriff's Office:

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In accordance with SERB procedures, this Conciliator was appointed on April 23, 2020 to hear the case between the Ohio Patrolmen's Benevolent Association and the Huron County Sheriff. The Fact-finder's report on the outstanding issues was rejected by one or both of the parties. The parties agreed to hold the hearing virtually on the above matter on June 30, 2020. The parties agreed that due to health and safety reasons related to COVID-19 the hearing would be held remotely using Zoom technology. The employer provided the technology. The parties provided the Conciliator with their positions on the outstanding issues on June 23, 2020. SERB instructs the Conciliator 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 is advised to take into account the following for consideration when making the award:

1. Past Collective bargaining 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 interest 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 stipulation 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.

As required by SERB rules, the Conciliator offered mediation prior to the opening of the hearing. Article 16, Vacation, was resolved in mediation and will not be included in the report. The parties agreed this case was properly before the Conciliator. The Conciliator determined that only three issues remained: Overtime, Wages, and Insurance.

Article 19: Overtime current reads:

Section 19.2. Overtime pay shall be computed on the basis of hours worked in excess of forty (40) in the normally scheduled work period. The overtime pay rate shall be one and one-half (1 1/2%) times the employee's base hourly pay rate. Hours worked shall include actual work hours, sick leave hours, and vacation hours only. The Employer shall not reduce an employee's normally scheduled work hours to avoid overtime payment in any given week.

The Fact-finder recommended that compensatory time should not be included in the calculation of overtime. The Employer sought to maintain the Fact-finder's award, arguing that including compensatory time can have a triple time (3x) effect on the budget in 24 hour operations where the employee who is off on compensatory time is usually replaced by an employee who is in overtime status. The Employer's position is that the amount of compensatory time bargaining unit members are currently able to accrue is sufficient. Additionally, the cost to the Employer for each employee's compensatory time is further compounded with each wage increase.

The Union proposed language that reflects the Employer's practice over the last twenty years, which included compensatory time. The Union argues that the Employer's actions amount to a past practice.

The Conciliator awards the Employer's Proposal, which is also the Fact-finder's recommendation, to avoid increasing the risk of compensatory time having such a significant impact on the Employer's budget. The article will read as follows:

CORRECTIONS LANGUAGE
ARTICLE 19: OVERTIME

Section 19.1. The Employer may schedule or order bargaining unit personnel to work overtime in excess of the regularly scheduled workday when Departmental or operational needs requires such overtime work.

Section 19.2. Overtime pay shall be computed on the basis of hours worked in excess of eighty (80) hours in the normally scheduled fourteen (14) day work period. The overtime pay rate shall be one and one-half (1 ½) of the employee's base hourly pay rate. Hours worked shall include actual work hours, personal days, holidays, sick leave hours and vacation hours only. The Employer shall not reduce an employee's normally scheduled work hours to avoid overtime payment in any given week. Example: An employee who works one (1) hour beyond his/her schedule shift on Monday shall not be sent home one (1) hour early on Friday to avoid overtime payment.

~~Hours worked shall not reduce an employee's normally worked scheduled work hours to avoid overtime payment in any given twenty four (24) hour period.~~

Except in cases of emergency, no employee shall work more than sixteen (16) continuous hours or be required to return to work unless twelve (12) hours have elapsed since the employee last worked at the Sheriff's Office. If an employee is required to return to work with less twelve (12) hours off duty he shall be compensated at time and one half for all hours worked until the twelve (12) hours have lapsed.

Section 19.3. An employee who has worked overtime shall if he elects be allowed to receive compensatory time at an overtime rate, in lieu of pay provided he does not accumulate more than 40 hours of compensatory time. Compensatory time shall be taken at a mutually agreeable time that does not unduly disrupt the operations of the Sheriff's Office. Requests to use compensatory time shall be made as soon as practicable, but no later than one (1) hour prior to its use.

Section 19.34. An employee who has worked overtime shall if he elects be allowed to receive compensatory time at an overtime rate, in lieu of pay provided he does not accumulate more than 40 hours of compensatory time. Compensatory time shall be taken at a mutually agreeable time that does not unduly disrupt the operations of the Sheriff's Office. Requests to use compensatory time shall be made as soon as practicable, but no later than one (1) hour prior to its use.

Section 19.4. Whenever an employee is called into work at a time which does not abut his regularly scheduled work hours, such employee shall be guaranteed two (2) hours of work for two (2) hours pay at the applicable rate of pay. There shall be no pyramiding of overtime or premium pay.

Section 19.5. The Employer shall distribute overtime as equally as possible within each classification and shift, and in consideration of special bureaus, details, and/or needs of the department. Employees who rotate onto a shift shall move to the bottom of the list, in order of their seniority. Overtime rotation shall start anew at the commencement of each calendar year. Overtime opportunities shall be offered on the basis of seniority on a rotating basis (most senior to least senior). Overtime will be offered to employees on duty first and then to qualified employees off duty. "On duty", as used herein, shall mean working or being scheduled to work a shift abutting the shift on which the overtime opportunity occurs. Employees refusing or failing to work the overtime inclusive of being unavailable shall be credited as having worked. An employee assigned overtime due to special bureaus and/or needs of the department shall be credited with the time for that workday(s), and shall be bypassed on the applicable rotation until the next rotation opportunity. If a sufficient number of volunteers are not available for the overtime, the Employer retains the right to assign the overtime to the least senior qualified employee(s) on a rotating basis (e.g. the least senior employee shall be mandated to work the first occurrence followed by the second least senior employee until all employees have been assigned mandatory overtime).

The above provisions shall not apply in cases of emergency or where circumstances require employees with specialization, education, certification, qualifications, or experience. Overtime rotation lists shall be maintained and accessible through the ranking officer on station. Errors in the distribution of overtime will be remedied at the next applicable overtime opportunity. Questions with regard to the distribution of overtime shall be the proper subject for a labor/management meeting.

ROAD/DISPATCHERS/COMMAND UNITS
ARTICLE 19: OVERTIME

Section 19.1. The Employer may schedule or order bargaining unit personnel to work overtime in excess of the regularly scheduled work day when Departmental or operational needs requires such overtime work.

Section 19.2. Overtime pay shall be computed on the basis of hours worked in excess of forty (40) hours in the normally scheduled seven (7) day work period. The overtime pay rate shall be one and one-half (1 ½) of the employee's base hourly pay rate. Hours worked shall include actual work hours, personal days, holidays, sick leave hours and vacation hours only. The Employer shall not reduce an employee's normally scheduled work hours to avoid overtime payment in any given week. Example: An employee who works one (1) hour beyond his/her scheduled shift on Monday shall not be sent home one (1) hour early on Friday to avoid overtime payment.

~~Hours worked shall not reduce an employee's normally worked scheduled work hours to avoid overtime payment in any given twenty four (24) hour period.~~

~~Except in cases of emergency, no employee shall work more than twelve (12) continuous hours or be required to return to work unless eight (8) hours have elapsed since the employee last worked at the Sheriff's Office. If an employee is required to return to work with less than eight (8) hours off~~

duty he shall be compensated at time and one half for all hours worked until the eight (8) hours has elapsed.

Section 19.3. An employee who has worked overtime shall if he elects be allowed to receive compensatory time at an overtime rate, in lieu of pay provided he does not accumulate more than 40 hours of compensatory time. Compensatory time shall be taken at a mutually agreeable time that does not unduly disrupt the operations of the Sheriff's Office. Requests to use compensatory time shall be made as soon as practicable, but no later than one (1) hour prior to its use.

Section 19.34. An employee who has worked overtime shall if he elects be allowed to receive compensatory time at an overtime rate, in lieu of pay provided he does not accumulate more than 40 hours of compensatory time. Compensatory time shall be taken at a mutually agreeable time that does not unduly disrupt the operations of the Sheriff's Office. Requests to use compensatory time shall be made as soon as practicable, but no later than one (1) hour prior to its use.

Section 19.4. Whenever an employee is called into work at a time which does not abut his regularly scheduled work hours, such employee shall be guaranteed two (2) hours of work for two (2) hours pay at the applicable rate of pay. There shall be no pyramiding of overtime or premium pay.

Section 19.5. The Employer shall distribute overtime as equally as possible within each classification and shift, and in consideration of special bureaus, details, and/or needs of the department. Employees who rotate onto a shift shall move to the bottom of the list, in order of their seniority. Overtime rotation shall start anew at the commencement of each calendar year. Overtime opportunities shall be offered on the basis of seniority on a rotating basis (most senior to least senior). Overtime will be offered to employees on duty first and then to qualified employees off duty. "On duty", as used herein, shall mean working or being scheduled to work a shift abutting the shift on which the overtime opportunity occurs. Employees refusing or failing to work the overtime inclusive of being unavailable shall be credited as having worked. An employee assigned overtime due to special bureaus and/or needs of the department shall be credited with the time for that work day(s), and shall be bypassed on the applicable rotation until the next rotation opportunity. If a sufficient number of volunteers are not available for the overtime, the Employer retains the right to assign the overtime to the least senior qualified employee(s) on a rotating basis (e.g. the least senior employee shall be mandated to work the first occurrence followed by the second least senior employee until all employees have been assigned mandatory overtime).

The above provisions shall not apply in cases of emergency or where circumstances require employees with specialization, education, certification, qualifications, or experience. Overtime rotation lists shall be maintained and accessible through the ranking officer on station. Errors in the distribution of overtime will be remedied at the next applicable overtime opportunity. Questions with regard to the distribution of overtime shall be the proper subject for a labor/management meeting.

Article 22 Insurance

Article 22, Insurance currently reads as follows:

Section 22.1. Effective August 1, 2008, employees shall be given the same choice of coverage, as provided to non-bargaining employees of Huron County.

Given the current Employee contribution of health care costs, unless a higher amount is bargained for.

1. The Employees' portion of any increase in health care premiums shall be increased by no more than 2% per contract year, and
2. Employees shall pay no more than 18% of the total cost of health care premiums per year during the contract term.

Should the Employer wish to change the coverage, plan design or premium paid, consistent with the above provision, the Employer will provide thirty (30) days' notice to the Union prior to the change becoming effective.

Section 22.2. One bargaining unit employee selected by the Union may participate in the Employee Insurance Review Committee. The recommendations of the committee concerning a change in benefit levels shall be advisory only and shall be applied to all classified County employees equally.

The Fact-finder recommended that the insurance 2% cap be removed. The Fact-finder further recommended that employees shall pay no more than 18% of the total cost of health care premiums for 2020, and employees shall pay no more than 15% of the total cost of health care premiums for 2021 and 2020.

The Employer proposed to modify the Fact-finder's award by re-opening this provision in the second and third years of the successor agreement but accepting the Fact-finder's proposal for the first year. The Employer contends that the costs associated with the ongoing pandemic are unknown and may be high, in which case a re-opener will give the Employer needed flexibility to address rising health insurance premiums.

The Union proposes the Fact-finder's recommended language, arguing that the economic position of the County is strong and that there is no evidence supporting the Employer's argument that the economic position is likely to deteriorate as a result of the pandemic. The Union cited the minutes of a Commissioners' Meeting regarding health care from September 3, 2019. During that meeting, one County Commissioner stated that "things are looking pretty good regarding health care." Mr. Gerber stated that, "the County is exactly where it should be." These statements support the Union's argument that reopeners are unnecessary. Because no valid justification for change was provided, the Conciliator selects the Union's proposed language:

ALL UNITS
ARTICLE 22: INSURANCE

Section 22.1: Employees shall be offered the same choice in health care benefits as county employees who do not participate in collective bargaining. This applies to rate, the employee share of the premium and any related wellness aspects associated with the county's health care plans.

Employees shall pay no more than 18% of the total cost of health care premiums per year during the contract term for the 2020 fiscal year.

Employees shall pay no more than 15% of the total cost of health care premiums per year during the contract term for the 2021 and 2022 fiscal year.

Section 22.2: Should the Employer wish to change the coverage, plan design or premium paid, consistent with the above provision, the Employer will provide thirty (30) days' notice to the Union prior to the change becoming effective.

Section 22.3: One bargaining unit employee selected by the Union may participate in the Employee Insurance Review Committee. The recommendations of the committee concerning a change in benefit levels shall be advisory only and shall be applied to all classified County employees equally.

Article 24 Wages

With respect to wages, the Fact-finder recommended that employees, not including the dispatchers receive a 3.0%, 3.25% and 3.25% wage increase for 2020, 2021 and 2022 respectively. Dispatchers were to be moved to a new wage rate, which was the equivalent of the wage rate that Corrections Officers received in 2019. After that, the increases for dispatchers would be 1.5% for 2021 and 1.5% for 2022.

The Employer wishes to reopen discussion of wages in the second and third years of the agreement because of the uncertainties surrounding the impact of the pandemic in Huron County, but otherwise is receptive to the Fact-finder's recommendation. The Employer contends that, while it is not the highest paying employer when comparable jurisdictions are studied, it argues that its compensation is comparable to other similarly situated counties. The Employer argues that it wants to maintain its fiscal responsibility and thus wants to be able to reconsider wage increases in the final two years of the agreement.

The Union contends that the Fact-finder's recommendations on wages should be accepted. The Union emphasized that the economic situation and outlook in Huron County have not been significantly impacted by the pandemic so that reasonable wage increases are appropriate. To support this contention, the Union cites the County's Statement of Cash Position for 2020. In 2020, the general fund's beginning balance was \$5,739,206.22, an increase of 12.06% from 2019, and a 21.66% increase from 2017. In 2020, the beginning health insurance balance remained virtually unchanged from 2019. Similarly, the Medicaid Sales Tax Transition Fund has remained the same since 2018 with no revenue or expenses listed, suggesting that the \$1,002,062.25 is unencumbered. The Union also cites the Huron County Revenue Report from January 1, 2020 to May 31, 2020, which shows that the County has collected 63.44% of their General Taxes ahead of schedule. The projected target percentage was 41.67% however as of

May 31, 2020 it was at 51.37%, an increase of 9.7% over the projection.

The Union points to the Statement of Cash Positions from 2017-19, showing either an increase in beginning balance (from 2017-18) or a flat balance (2018 and 2019) to offer further support for their argument that the County is doing well financially. Further, the Union notes that from 2009-2020, the Huron County General Fund carry over balances have gone from \$790,715 in 2009 to, in 2020, \$4,887,262. Cash in the general fund has increased 59.75% from 2012 to 2019 and Moody's Investor Services states that the credit position of Huron County is very healthy, with a rating of Aa3. Finally, during 8 of the last 11 years, sales tax collection has been up (with a decrease in 2018 due to a loss in sales tax on Medicare payments at nursing homes within the County).

The Union also contends that the Employer awarded wage increases to non-union employees that were higher than those awarded to Union employees in both 2018 and 2019. In 2018, Union employees were awarded a wage increase of 2.5% while non-union employees received a 3% wage increase. Then, in 2019, Union employees received either a 2% or 2.5% increase while non-union employees again received a 3% increase.

The Conciliator is convinced that the economic situation in Huron County has not changed significantly since the beginning of the pandemic and a case has not been made to support the reopeners language put forward by the Employer. Moreover, it is worth noting that non-union employees have been receiving higher wage increases than have the union employees. While exact similarity is not required, parity is important between the two groups and the increases the Fact-finder proposed are a reasonable means for achieving that parity. The County is acting too conservatively, in light of all of these points, despite the current concern over the pandemic.

The Conciliator awards the Fact-finder's recommendations with respect to wages, except for the dispatchers. This means that employees, not including dispatchers receive a 3.0%, 3.25% and 3.25% wage increase for 2020, 2021 and 2022 respectively. Dispatchers will receive the wages of the 2019 Corrections officers in 2020 and then 1.5% increase in 2021 and a 1.5% increase in 2022. In addition, all four bargaining units will receive the educational pay benefits included following the dispatchers' chart.

The dispatchers' wage chart follows:

DISPATCHERS ONLY
ARTICLE 24: WAGES

Effective January 1, 2020 Dispatchers shall be paid in accordance with the following steps:

Start	1 yr.	2 yr.	3 yr.	4 yr.	5 yr.
\$17.61	\$18.16	\$18.88	\$19.61	\$20.38	\$21.15

Effective January 1, 2021 Dispatchers shall be paid in accordance with the following steps: (1.5% increase)

Start	1 yr.	2 yr.	3 yr.	4 yr.	5 yr.
\$17.87	\$18.43	\$19.16	\$19.90	\$20.69	\$21.47

Effective January 1, 2022 Dispatchers shall be paid in accordance with the following steps: (1.5% increase)

Start	1 yr.	2 yr.	3 yr.	4 yr.	5 yr.
\$18.14	\$18.71	\$19.45	\$20.20	\$21.00	\$21.79

Section 24.7.

The employee assigned the duties of the TAC officer shall receive fifty cents (\$.50) and Assistant TAC Officer shall receive twenty-five cents (\$.25) for all hours worked. The APCO Manager

shall receive fifty cents (\$.50) for all hours worked.

DISPATCHERS/ROAD/CORRECTIONS/SERGEANTS (ALL)
ARTICLE 24

Section 24.8.

- a. Any full-time employee covered by this Agreement who has attained, from an accredited college or university, an Associate's Degree in the field of criminal justice/police administration/ police science shall be paid an additional compensation of \$300.00 per year during such employment.
- b. Any full-time employee covered by this Agreement who has attained, from an accredited college or university, a Bachelor's Degree in the field of criminal justice/police administration/police science shall be paid an additional compensation of \$650.00 per year during such employment.
- c. Any full-time employee covered by this Agreement who has attained, from an accredited college or university, a Master's Degree in the field of criminal justice/police administration/police science shall be paid an additional compensation of \$750.00 per year during such employment.
- d. Any full-time employee covered by this Agreement who has attained, from an accredited college or university, a Doctorate Degree in the fields of in the field of criminal justice/police administration/ police science shall be paid an additional compensation of \$950.00 per year during such employment.

Such compensation may not be cumulative with payment being for the highest degree earned. The employee shall provide satisfactory evidence of the degree earned and the college/university. This "educational incentive" shall be paid on the scheduled payday immediately preceding the first day of June of each calendar year, and that amount shall be paid as a lump sum.

Section 24.9. The Huron County Sheriff's Office will not provide any employee reimbursement for expenses which such employee might incur in obtaining any of the above-listed degrees, such as tuition, books, fees, travel expenses or other related expenses, nor shall compensation be paid to said employee for time expended in attending such educational institution. Such training and education shall be accomplished on the employee's non- work time.

Section 24.10 Any full-time employee who is serving a probationary period shall not be entitled to such educational incentive benefit, whether or not the employee has a degree. An employee serving a promotional probationary period shall be entitled to payment under this Article.

Section 24.11 Any full-time employee covered by this Agreement who possesses bilingual capabilities to speak and understand the Spanish language shall receive a stipend of three

hundred dollars (\$300.00) per year and that amount shall be incorporated into the base rate of pay. The employee shall be certified by a language professor/instructor as designated by the Sheriff.

Section 24.12. Any full-time employee covered by this agreement who has been O.P.O.T.A. certified in teaching a particular curriculum or has certified training in an area that is beneficial to the department that is outside the normal parameters of the employee's existing duties, and as approved by the Sheriff, shall receive a stipend of two hundred and fifty dollars (\$250.00) per year.

Date: July 20, 2020

/s/ Sarah R. Cole

Sarah R. Cole, Conciliator

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing was sent via electronic mail this 20th day of July 2020 to the following:

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/s/ S. Cole

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