

Susan Grody Ruben, Esq.
Arbitrator, Mediator, Factfinder

PURSUANT TO O.R.C. 4117.14(C)
UNDER THE AUSPICES OF THE
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER BETWEEN)	
)	
OHIO PATROLMEN'S)	
BENEVOLENT ASSOCIATION)	
)	FACTFINDING REPORT
and)	SERB CASE NO
)	2018-MED-05-0509
LICKING COUNTY)	
SHERIFF'S OFFICE)	

This Factfinding arises pursuant to Ohio Revised Code Section 4117.14(C). The Parties, OHIO PATROLMEN'S BENEVOLENT ASSOCIATION ("the Union") and LICKING COUNTY SHERIFF'S OFFICE, ("the County"), selected Susan Grody Ruben to serve as sole, impartial Factfinder, whose Recommendations are issued below.

Hearing was held October 31, 2018 in Newark, Ohio. The Parties were represented by counsel and were afforded the opportunity for the presentation of positions and evidence. The Parties agreed this Report would be due on November 30, 2018.

APPEARANCES:

for the Union:

Mark J. Volcheck, Esq., OPBA, Columbus, OH

for the County:

Benjamin S. Albrecht, Esq. and Daniel A. Sabol, Esq., Fishel Downey Albrecht & Riepenhoff LLP, New Albany, OH

FACTFINDER'S RECOMMENDATIONS

Statutory Criteria

In reaching Recommendations on the open issues, the Factfinder has reviewed the parties' submissions, and the evidence and positions presented at the Factfinding Hearing. The Factfinder has analyzed this information in the context of the statutory criteria found in Ohio Revised Code Section 4117.14(G)(7):

- a) Past collectively bargained agreements ... between the parties;
- b) 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 employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- c) 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;
- d) The lawful authority of the public employer;
- e) The stipulations of the parties; and

- f) Such other factors, not confined to those listed ... which are normally or traditionally taken into consideration in the determination of the 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.

Bargaining Units

The bargaining unit consists of Registered Nurses, Licensed Practical Nurses, and Licensed Social Workers. There are approximately 8 employees currently in the bargaining unit.

Incorporated Articles

The Factfinder hereby incorporates into her Recommendations all Articles the Parties have tentatively agreed to, as well as any Articles that were not addressed in negotiations by either Party.

Unresolved Issues

1. Article 21 – Wages

Union Proposal

The Union seeks wage increases of:

Effective 1/1/2018	3%
Effective 1/1/2019	3%
Effective 1/1/2020	3%

County Proposal

The County proposes wage increases of:

Effective upon signing the Agreement	2%
Effective 1 year after signing the Agreement	2%
Effective 2 years after signing the Agreement	2%

Factfinder's Recommendation

Effective 1/1/2018 3%

Effective 1/1/2019 3% for Registered Nurses and Licensed Social Workers

2.5% for Licensed Practical Nurses

Effective 1/1/2020 3% for Registered Nurses and Licensed Social Workers

2.5% for Licensed Practical Nurses

The record shows bargaining unit Licensed Practical Nurses are relatively well paid compared to the LPN market. The record also shows bargaining unit Registered Nurses and Licensed Social Workers are not as well paid compared to the RN and LSW markets.

LPNs receive less education and training than both Registered Nurses and Licensed Social Workers. The Factfinder finds it appropriate for there to be a distinction made between LPN wages on the one hand, and RN and LSW wages on the other hand. Indeed, it is unusual for LPNs to earn the same hourly wage as RNs.

In order to ease this transition, the Factfinder recommends, as set out above, that the wages for 2018 remain the same among the 3 job categories, with the wage distinction beginning in 2019 and going forward.

2. Article 29 -- Uniforms¹

Union Proposal

The Union proposes increase the annual clothing allowance from \$600 to \$900 per year, paid semi-annually.

County Proposal

The County proposes increasing the annual clothing allowance from \$600 to \$650 per year, paid semi-annually.

Factfinder's Recommendation

The Factfinder recommends an increase in the annual clothing allowance from \$600 to \$650 per year, paid semi-annually. These are the same numbers recently negotiated in the corrections officers' contract. Moreover, these numbers are on par with external comparables.

A higher amount received by sergeants reflects that they purchase their own gun belt, hat, and boots. In this bargaining unit, all equipment is provided by the County, although some nurses choose to upgrade the stethoscope the County provides.

¹ The Parties agree the clothing allowance should be paid in a separate check. The Parties also agree that an employee who is on leave for the entirety of a six-month clothing allowance period is not eligible to receive the allowance.

3. Article 30 – Hours of Work and Overtime²

Union Proposal

The Union proposes adding the following language to Section 30.3 –

Lunch Period:

All breaks and lunch periods shall be paid. Employees shall be required to stay on the premises of the Employer during such periods.

County Proposal

The County proposes status quo for break and lunch periods.

Factfinder's Recommendation

The Factfinder recommends status quo for break and lunch periods. The Union's rationale that there should be coverage at all times can be accomplished without a financial change by employees taking different times for breaks and lunch periods.

² Both Parties agree that in Section 30.2, language not pertinent to this bargaining unit should be deleted. This includes: "except the cook/custodian and nurses)" and "Cook's/Custodians schedules will be arranged so the regularly scheduled workweek consists of forty (40) hours."

The Parties also agree in Section 30.5 to increase minimum call-out/court/charge-filing time from 2 hours to 3 hours.

4. Article 31 – Sick Leave³

Union Proposal

In the first paragraph of Section 31.1, the Union proposes, effective January 1, 2020, to use an accrual system for earning sick leave. The Union also seeks an increase in sick leave from 3.1 hours to 4.6 hours for each completed 80 hours in active pay status. The Union also proposes deleting the second paragraph of Section 31.1 regarding reduction in sick leave pay at separation.

County Proposal

The County proposes, effective January 1, 2019, to use an accrual system for earning sick leave. The County seeks status quo on all other provisions of Article 31.

Factfinder's Recommendation

The Factfinder recommends, effective January 1, 2019, for there to be an accrual system for earning sick leave. The Factfinder also recommends status quo on all other provisions of Article 31. In particular, the 3.1 sick leave earning rate was reached by the Parties in a prior contract. The concessions made in

³ Both Parties agree to add a Sick Leave Incentive to the contract, which would appear as Section 31.8:

Beginning January 1, 2019, full-time employees covered by this Agreement will be eligible to participate in a sick leave incentive program. Each employee will receive 8 hours of vacation leave credited to his or her balance if the employee uses no sick leave from January 1 to June 30 of each year, and an additional 8 hours of vacation leave credited to his or her balance credit if the employee uses no sick leave from July 1 to December 31 of each year. Each employee is eligible to earn only up to 16 hours of leave per calendar under this section. Use of sick leave for purposes of this section excludes wellness checks and 2 pre-scheduled occurrences per 6-month period.

that prior contract in return for the 3.1 rate are still in place. The recommended effective date will align this unit with other units.

5. Article 48 – Duration

Union Proposal

The Union seeks a 3-year contract effective from January 1, 2018 through December 31, 2020. The Union contends this new contract should begin the day after the previous contract ended.

County Proposal

The County proposes a 3-year contract effective upon signing. The County contends it would be too much of a financial burden to make the contract retroactive to January 1, 2018.

Factfinder's Recommendation

The Factfinder recommends a 3-year contract effective retroactive to January 1, 2018. Such retroactivity will align this unit with other units.

DATED: November 30, 2018

Susan Grody Ruben

Susan Grody Ruben, Esq.
Factfinder