Lincoln County deputies waiting for justice

Newport News-Times photo

Sheriff Hockema, left; OSEA's Irvin and Bailey, right at ERB hearing

NEWPORT -- On Aug. 9 four deputies were fired by Lincoln County Sheriff Everett Hockema. The four were OSEA's bargaining team and the president of the local association.

OSEA General Counsel John Irvin has taken the case for the four deputies to the Employment Relations Board (ERB). The hearing was held Sept. 16 and briefs were filed Sept. 30.

The issue is not so much whether the four were fired for labor activities as whether they had the protection of the bargaining law against discharge for labor activities. Sheriff Hockema argues that he has an absolute right to hire and fire whomever he wants. Earlier, when negotiations for a new bargaining contract were getting under way, he said he would not sign any contract and that he would not be bound by any contract which was negotiated.

The deputies say that Hockema told them that he would fire them if the negotiations, which were beginning to bog down, went to factfinding. Just before the factfinder's report came out, deputies Tim Blum, Barbara Dollowich, Richard Shawver and Don Schmidt lost their jobs.

Hockema denied at the Sept. 16 ERB hearing that he had fired the four deputies because they were involved in labor activities. Yet there is no question that the four are some of his best deputies.

At the hearing, Hockema said that his signing the negotiated agreement would rob him of his authority to manage the deputies. He said at the hearing that he told deputy Schmidt "that if he (Schmidt) should continue to seek a contract with the sheriff, he should expect to be fired."

The four deputies were each told on Aug. 9 that they were terminated with a 10-day suspension and an effective date of Aug. 19 for the discharge. The sheriff gave no reason for the firings.

In motions before the testimony began, Hockema's attorney said that the deputies should not be considered public employes. He contended that they are his "appointees" rather than "employes" and, as such, they are not covered by the state collective bargaining law. He asked that the complaint be dismissed. The ERB hearings officer deferred ruling on the motion at the time of the hearing.

The hearings officer also denied a motion by the county's legal counsel who asked that the commissioners and the county be dropped as parties to the complaint. The commissioners' counsel contended that the commissioners had no control over whom was hired and fired by the sheriff and that the commissioners signed the termination order merely as a means of taking the deputies off the payroll.

Also pending at the present time is a case in the Lincoln County Circuit Court that was filed by the sheriff asking for a declaratory judgement as to whether he has the authority to fire the deputies. The hearings officer also denied a motion from Hockema's attorney that the ERB hearing be held up until the circuit judge makes his decision.

While the cases are pending, the four deputies are looking for work and trying to figure out how they and their families will survive. Newport is limited in the opportunities if offers for persons pursuing a law enforcement career and the problem for several of the deputies is having to decide whether to stay in Newport and hang on for a final order of reinstatement or sell their homes and leave Newport for law enforcement jobs elsewhere.

"It's cases like this," says OSEA Executive Director Morton Shapiro, "that points up the woeful inadequacy of the law. The sheriff can fire four good employes with no cause whatsoever, use county monies to pay his lawyer to defend him and earn full pay as county sheriff while the four deputies and their families go from day to day wondering how much longer they can wait for ERB and the courts to dispense justice."

OSEA Employe Representative Bud Bailey is the spokesman at the bargaining table for the deputies.

May be worse

Often the worst abuses of employe relations are not always those which are large, obvious violations of the contract. Vulgar language, demeaning and derrogatory comments or undermining an employe's credibility with his or her fellow workers can do more harm to an employe than a clear-cut contract violation. Employes have a right to be protected from harrassment.

Tim Noffsinger, a copy center employe in the Department of General Services, was subject to this sort of abuse from his supervisor, Al Bigej, and wasn't about to put up with it. He came to OSEA Employe Representative Gordon Webb for help. He told Webb that Bigej had discussed him in a derrogatory and demeaning way to his wife and to other employes; that Bigej had used vulgar language in front of other employes who are captive audiences, and that he had placed duress on him by threatening a transfer.

There is some legal language on this issue and Webb referred to it in the grievance he filed on behalf of Noffsinger. The Employment Relations Board ruled that the use of vulgar language to a captive audience under the supervision of the speaker; that talking to employes under one's supervision about the life style of another employe; that placing duress on employes who were about to retire because "they had to take it," and physical contact are inappropriate actions and reflect poorly upon an employe's ability to serve as a supervisor.

Webb took the grievance to state printer John Chamberlain. Following a meeting with Webb and Bigej, Chamberlain resolved the grievance. He ordered Bigej to write a letter of apology to Mrs. Noffsinger; he ordered Bigej to cease and desist from his practice of openly discussing individual employe problems with other employes and he ordered Bigej to familiarize himself with the current collective bargaining agreement "to assure effective and fair administration of the agreement."

Unevenly applied policy evened out

ROSEBURG -- A wide range of misapplied office policy, favoritism and harrassment has been stopped in the Douglas Branch office of the Children's Services Division here.

This was brought to the attention of OSEA Employe Representative Gordon Webb who filed for an investigation by the regional manager which produced four proposed changes.

The four changes are:

- That an agency policy will be sought relating to the use of state cars by staff while in the field. Also, this policy will be enforced equally and impartially in the Douglas office.
- That any adjusted work schedule will be related to job assignment only and it will be made clear to all staff. No adjusted work schedule will require staff to work more or less than a 40-hour week without appropriate adjustments in compensation.
- That abuses of agency policy will be considered for appropriate disciplinary action on an equal and impartial basis.
- That the above requirements will be communicated to the branch manager in writing and adherence to them will be closely monitored by the regional office.

The regional manager, in a letter to Webb, said that there was evidence of policies being applied inconsistently in the Douglas branch. Webb accepted the four proposals.