

BACKGROUND

The instant dispute involves the Carroll County Sheriff's Department and the Fraternal Order of Police, Ohio Labor Council, Incorporated. The department employs nine deputies and eight correction officers. Both groups are represented by the FOP but are covered by separate collective bargaining agreements.

The parties had a number of bargaining sessions prior to the May 30, 2000, expiration of the contracts but they were unable to resolve all of the issues. A Factfinder was appointed and a hearing was held on June 13, 2000. At the hearing mediation resulted in the settlement of all of the outstanding issues except holidays and longevity. The union sought to increase the number of holidays by adding two personal days to the ten named holidays and to adopt a longevity schedule calling for the payment of .5% of the base salary per year of service beginning after five years of service. The department rejected the union's demand for personal days and proposed longevity starting at \$250 after five years of service plus \$25 for each additional year of service.

The Factfinder issued her report on June 26, 2000. It recommended that the union's demand for two personal days be denied. The report also recommended that the department's longevity proposal be accepted.

When the union rejected the Factfinder's report, the Conciliator was appointed by the State Employment Relations Board on July 20, 2000. The conciliation hearing was held on August 16, 2000. After an attempt to resolve the dispute through mediation failed, a hearing was held and this decision was written.

The Conciliator is required to choose the final offer of one party or the other without modification. The selection of a final offer is based on the criteria set forth in Section 4117.14(G)(7) of the Ohio Revised Code. They are:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit 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 interest and welfare of the public, and 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;

(f) 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, fact-finding, or other impasse resolution procedures in the public service or in private employment.

ISSUES

The parties submitted two issues to the Conciliator. For both issues the Conciliator will summarize the positions of the parties, present a brief discussion of the issue, and provide his award for the issue.

1) Article 19 - Holidays - The current contract provides for 10 named holidays. Employees who are not assigned to 24-hour operations have the holiday off and get 8 hours of pay. Employees assigned to 24-hour operations do not observe the holidays. An employee not scheduled to work gets 8 hours of pay for a holiday. An employee who works a holiday gets time and one-half, i.e., 12 hours of pay.

Union's Position - The union argues that two personal days should be added to the list of named holidays. It contends that other county employees have two more holidays than the deputies and correction officers. The union submitted the holiday provision for the county engineer's policy manual showing that his employees get the same 10 named holidays plus the Friday after Thanksgiving and one-half days the day before Christmas Day and New Year's Day.

The union maintains that its demand is supported by data for comparable departments. It points out that in 10 adjoining or neighboring departments employees receive an average of 12.1 days combining holidays and personal days. The union notes that only three departments limit employees to 10 holidays and personal days.

The union claims that the nature of the deputies' and correction officers' work schedules dictate its demand. It indicates that employees in the department frequently have to work on holidays while other county employees are home with their families. The union believes that deputies and correction officers should be compensated by having personal days they can use to be with their families.

The union asserts that its demand will have no financial impact. It observes that its proposal requires employees to take the time off rather than being paid for it.

Department's Position - The department argues that the union's demand for two personal days should be denied. It points out that the union made substantial gains in wages in bargaining. The department notes that under the 1997-2000 agreement the union received increases totaling 16% and that it will get increases totaling 14% under the 2000-2003 contract.

The department acknowledges that the county engineer's employees get 12 holidays. It reports, however, that the engineer is elected and controls the wages and hours of his employees. The department indicates that the county engineer has his own funds based on road use taxes and license plate fees while the department depends on the county commissioners for funding except for some money received as grants. It also claims that not all county employees get 12 holidays.

The department contends that the holiday provision in its contract is different than in many other departments. It maintains that in many departments employees are paid for holidays while Carroll County employees can reschedule holidays. The department claims that the ability to reschedule holidays makes them like personal days.

The department reports that employees also have the choice of being paid for overtime or taking compensatory time. It states that under the initial contract this was not the case but the contractual overtime provision in the contract was changed in 1997.

The department rejects the union's claim that employees want more time off. It notes that Chief Deputy Robert Wirkner testified that employees take the cash for holidays and overtime rather than time off.

Analysis - The Conciliator must select the union's final offer. First, the data offered by the union for nearby departments strongly supports its position. The nearby departments receive the following holidays and personal days:

<u>County</u>	<u>Holidays</u>	<u>Personal Days</u>	<u>Total</u>
Belmont	12	3	15
Columbiana	10	3	13
Guernsey	11	1	12
Harrison	10	0	10
Jefferson	12.5	0	12.5
Morgan	10	0	10
Muskingum	10	0	10
Perry	12	2	14
Stark	10	1	11
Tuscarawas	10	3	13

The nearby departments average 12.1 holidays and personal days and only three of the ten departments have only ten holidays and personal days.

Second, the union claims that all other Carroll County employees receive 12 holidays. The policy manual for the county engineer indicates that employees in that department receive the same ten named holidays as employees in the department plus the day after Thanksgiving, a half-day before Christmas, and a half-day before New Year's.

Third, the fact that the deputies and correction officers are required to take the time off rather than take the cash for the two personal days will reduce the financial impact on the department. This may be a relevant factor in view of the substantial wage increases already agreed to by the parties.

Award - The Conciliator awards the union's final offer. It is as follows:

Section 19.1 List of Holidays

Holidays shall be as follows:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Fourth Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11 th
Thanksgiving	Fourth Thursday in November
Christmas	December 25 th
Two (2) Personal Days	

2) New Article - Longevity - The current contract does not provide for longevity.

Union Position - The union demands the adoption of its longevity program. It proposes that employees be paid .5% of their base wage for each year of service beginning after five years of service. The union further suggests that the longevity payments be capped at 7.5% after 15 years of service.

The union argues that it is only seeking what other county employees get. It points out that the longevity plan for the county engineer begins after two years of employment rather than five years of employment and that the engineer's plan extends to a maximum of 10% after 20 years of service. The union further notes that there are only half as many deputies and correction officers as there are other county employees.

The union contends that if the department's longevity plan is adopted, deputies' and correction officers' wages plus longevity will fall short of the highway workers. It indicates that after five years of employment deputies will earn \$12.55 and correction officers \$12.05 compared to \$12.82 for highway workers. The union states that after ten years of employment deputies will earn \$12.60 and correction officers \$12.10 compared to \$13.07 for highway workers.

The union maintains that the department can afford its demand. It acknowledges that the engineer gets money from areas other than the general fund. The union maintains, however, that this frees up the general funds for other purposes.

The union complains that wages for deputies and corrections officers are low compared to other county employees. It indicates that the average wages provided by the auditor are as follows:

Adult Probation Department	\$17.49
County Board of Education	10.50
Job & Family Services	14.00
County Engineer	14.02

The union estimates that the average wage for the 24 full-time employees in the department's department is \$12.82.

The union maintains that its longevity proposal will benefit the department. It indicates that in the past three years 16 employees have left the department. The union asserts that with its longevity program they may have stayed.

Department's Position - The department claims that most of the county's employees do not receive longevity. It acknowledges that the county engineer's employees get longevity but states that employees of the Department of Job and Family Services, the county home, and other county departments do not receive longevity.

The department admits that the county engineer granted his employees a 6.4% wage increase in 2000 as well as longevity. It stresses, however, that he does not have to depend on the county commissioners for funding. The department indicates that the commissioners simply approve the engineer's budget based on the money he receives.

The department argues that the Factfinder's report supports its position. It points out that she stated that the union was the moving party and bore the burden of proof with respect to both holidays and longevity. The department observes that the Factfinder recommended its longevity proposal and that her recommendation should be followed unless she abused her discretion. It claims that with few exceptions Factfinders' recommendations are not reversed.

The department states that its goal from the start of negotiations was to raise rates of pay. It points out that the agreed-upon wage increases of 6% in 2000, 4% in 2001, and 4% in 2002 result in the wage for deputies increasing from to \$11.73 to \$13.45 and the wage for correction officers increasing from \$11.23 to \$12.95. The department notes that increases in the prior contract raised the wage for deputies from \$10.05 to \$11.73 and the wage for correction officers from \$9.62 to \$11.23. It stresses that between 1996 and 2002 the hourly rate for deputies will increase 34% and the rate for correction officers will increase 35%.

The department contends that the longevity programs of the ten nearby departments support its position. It reports that all except Stark County have lump sum longevity payments. The department maintains that Stark County is not a good comparison because it has a population of 367,584 compared to a population of 26,521 in Carroll County.

The department argues that the employment cost for deputies and correction officers is high. It indicates that the cost for deputies in 2000 is \$19.92 and \$19.16 for correction officers. The department notes that this includes pay for five holidays at time and one-half. It stresses that other county employees do not receive this money because they do not work on holidays.

The department maintains that it has limited financial resources. It points out that per capita county sales tax collections in Carroll County are \$56.04 compared to an average of \$85.75 in the ten nearby counties. The department indicates that despite this fact it spends relatively more on law enforcement and that the wages for deputies and correction officers are in the middle of the ten counties.

The department reports that the agreed upon wage increases are more than in other jurisdictions. It points out that the SERB Quarterly shows that in 1997 through 1999 wage settlements in Ohio were 3.40%, 3.43%, and 3.66% while wages in the department increased 8%, 4%, and 4%. The department states that SERB clearinghouse data reveals that the ten nearby departments received annual wage increases ranging from 3% to 4% between 1997 and 2000.

Analysis - The parties agree that a longevity program should be established. The union demands a system where longevity payments are defined as a percentage of the base wage. The department proposes longevity be paid as lump sum amounts.

The department supplied data regarding the longevity paid by nearby counties. The data indicates the following:

County	Longevity Payment at				
	5 Yrs	10 Yrs	15 Yrs	20 Yrs	25 Yrs
Belmont*	\$208	\$416	\$624	\$832	\$1040
Columbiana	350	600	900	1150	1450
Guernsey	0	100	200	200	500
Harrison			None		
Holmes	300	400	500	600	700
Jefferson*	354	603	853	1102	1102

Monroe			None		
Noble			None		
Stark***					
Tuscarawas	250	400	550	750	750
Average**	292	420	605	772	923
Final Offers					
Department	250	375	500	500	500
Union	645	1310	1997	1997	1997

* Assumes employee works 2080 hours.

** Omits counties with no longevity.

*** Insufficient information to calculate.

The comparisons to nearby counties clearly supports the department's position. First, all but one of the nearby counties pay fixed dollar amounts or hourly rates based on years of service. Only Stark County calculates longevity as a percentage of earnings. Stark County, however, is a much larger county than any of the other counties and is less relevant to Carroll County than the other nearby counties.

Second, the dollar amount the department is proposing is much more consistent with the nearby counties than the union's demand. In fact, the union's demands far exceed the average for the other counties. Its demand at the five-year level is 2.2 times the average, 3.1 times the average at the ten-year level, and 3.3 times the average at the 15-year level.¹ This excludes the three counties that do not offer longevity at all.

The Conciliator recognizes that a comparison to other Carroll County employees supports the union's demand. In fact, the union's proposal is the longevity program for the county engineer's employees with two modifications. The union begins its longevity payments at five years rather than two years and freezes longevity after 15 years rather than 25 years.

¹ It appears that the union has frozen longevity at 15 years because no bargaining unit member will reach the 20-year level for the duration of the agreement.

While Factfinders and Conciliators often give internal comparisons more weight than external comparisons, the Conciliator believes that in the instant case the external comparisons should receive greater weight. First, the county engineer adopted the longevity schedule of the Ohio Department of Transportation rather than the nearby counties. However, the resources of the state are very different from the resources of Carroll County and the nearby counties.

Second, the county engineer faces a different financial situation than the sheriff's department. The department relies on the allocation of money from the general fund by the county commissioners for nearly all of its funding. The county engineer receives his funds from road taxes and license fees.

In addition to the external comparisons, the Conciliator believes that the large wage increases the union has received supports the department's proposal for a more modest longevity program. Between 1997 and 2000 bargaining unit members received wage increases totaling 16% and the parties have already agreed that wages will increase another 14% in the next three years. Adding the union's longevity demand would produce very seldom seen increases in compensation.

The Conciliator acknowledges that the county engineer granted a 6.4% wage increase in 2000. However, there is no indication that he granted his employees the large increases that the deputies and correction officers received between 1997 and 2000. Furthermore, since the county engineer's employees are not represented by a union, there is no guarantee regarding what they will receive in 2001 and 2002.

Based on the above analysis, the Conciliator must select the department's final offer.

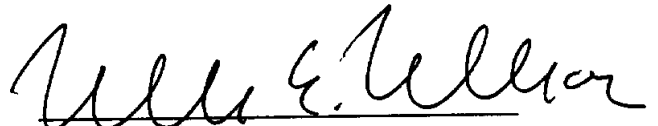
Award - The Conciliator awards the department's final offer. It is as follows:

Longevity Chart

Longevity supplements will be available for those full-time employees with service with the Carroll County Sheriff's Office, using the definitions of

“seniority” as defined in Article 16. Payment of the longevity will be in a lump sum in December each year. Only those employee employed as of December 1 each year will be eligible for the longevity payment.

<u>Years of Service</u>	<u>Longevity</u>
5	\$250
6	275
7	300
8	325
9	350
10	375
11	400
12	425
13	450
14	475
15	500


Nels E. Nelson
Conciliator

September 25, 2000
Russell Township
Geauga County, Ohio