

2001 APR 20 A 10: 55

STATE EMPLOYMENT RELATIONS BOARD

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CONCILIATION AWARD

April 18, 2001

In the Matter of:

Lucas County Sheriff)

)

and)

Case No. 00-MED-07-0775

)

Ohio Patrolmen's Benevolent Association)

APPEARANCES

For the Employer:

B. Gary McBride, Attorney
Jon Rogers, Director, Internal Affairs
Richard D. Keller, Corrections Administrator
G. Gregory Michael, Director, Court Services

For the Union:

Joseph J. Allotta, Attorney
Michelle Sullivan, Attorney
Ron Tarasiewicz, Counselor
E.J. Matern, Deputy Sheriff
Ralph Green, Deputy Sheriff
Mark Woodruff, Deputy Sheriff
Jason Langlois, Deputy Sheriff
Doug Sweet, Dispatcher

Conciliator:

Nels E. Nelson

BACKGROUND

The instant dispute involves the Lucas County Sheriff and the Ohio Patrolmen's Benevolent Association. The parties are negotiating for a successor to the agreement that expired on December 31, 1999. They are operating pursuant to a mutually agreed dispute resolution procedure that provides for final offer arbitration on an issue-by-issue basis.

When the parties were unable to reach agreement they contacted the Conciliator. A hearing was held on March 21, 2001, at which time the parties presented evidence and arguments in support of their positions. After an attempt to resolve the dispute through mediation failed, the union offered a revised final offer on wages. The sheriff objected to the revised final offer arguing that it was contrary to the provisions of Chapter 4117 of the Ohio Revised Code.

A day of mediation was held on April 13, 2001. Despite strenuous efforts to reach agreement, such was not possible. The Conciliator indicated that he would consider the revised final offer that the union had submitted on March 31, 2001, and would allow the sheriff to submit a revised final offer. After some consideration, the sheriff opted to do so. The union then sought to submit a second revised final offer. The sheriff objected to the consideration of the offer and the Conciliator indicated that he would reserve judgment on the acceptance of the offer. The parties agreed that in order to expedite the resolution of the dispute, the Conciliator could simply present his final offer selections without summarizing the parties' positions or discussing the rationale for his selection unless he felt the need to comment on an issue.

The Conciliator is required to select one party's offer or the other without modification. The selection between the final offers is based upon 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

Four issues were presented to the Conciliator. They are:

- 1) Article III - Holidays, Section 2 - Holiday Pay - The Conciliator

awards the following language:

Holidays shall occur on the days specified in Section 1.124 of the Revised Code. In the event that any of the aforesaid holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

Holiday pay is defined as a day off work with regular pay. If an employee's work schedule is other than Monday through Friday, he is entitled to holiday pay for holidays observed on his day off, regardless of the day of the week on which they are observed.

If an employee fails to work on the day preceding and the day succeeding any observed holiday set forth in Section 124.19 of the Revised Code, for any reason other than a scheduled day off, vacation day or compensatory day, such employees will not be entitled to any pay for the observed holiday.

If such employee, for any reason, should work the observed holiday, yet violate the foregoing stipulations, he shall receive straight time for the holiday worked.

Every employee required to work on any observed holiday set forth in Section 124.19 of the Revised Code shall be entitled to pay for such time worked. Such employee shall receive one and one-half (1 1/2) times his or her regular rate of pay in addition to eight (8) hours of pay or eight (8) hours of compensatory time off.

Employees recalled to work on a holiday will be paid in accordance with the above method, just as if they had been scheduled to work the holiday.

2) Article IX - Work Day, Section 4 - Compensatory Time - The

Conciliator awards the following language:

Any bargaining unit employee may request to accumulate compensatory time off in lieu of overtime pay for any authorized overtime worked up to a maximum accumulation of three hundred twenty (320) hours effective January 1, 2001, and two hundred forty (240) hours effective January 1, 2002. At the time this Agreement takes effect, any employee who has accumulated three hundred twenty (320) hours or more of compensatory time beginning January 1, 2001, shall be permitted to retain the full amount of accumulated compensatory time but may not add to the amount until that employee's accumulated compensatory time falls below three hundred twenty (320) hours through December 31, 2001, or two hundred forty (240) hours effective January 1, 2002, then the employee shall not accumulate more than three hundred twenty (320) hours through December 31, 2001, or two hundred forty (240) hours from January 1, 2002, forward.

An employee shall request, using a designated form, to use accumulated compensatory time upon approval by the Office. Where an employee submits a request to use compensatory time at least fourteen (14) days in advance of the requested day, the Employer shall not refuse such request, except where an emergency arises or granting the use of compensatory time would unduly disrupt the operations of the Office. In the event that more employees request compensatory time off on a certain day than can

be reasonably accommodated by the Office, the Office shall grant the use of compensatory time to the person(s) who makes the request for use of compensatory time first.

No employee shall be denied the ability to work assignments or attend Office functions due to having accumulated the maximum amount of compensatory time. If an employee accumulates the maximum amount of overtime, and is assigned to work a project or attend an Office function which is determined by the Office to be payable only as compensatory time, said employee will be paid the appropriate amount of pay whether it be at the appropriate hourly wage rate or the appropriate overtime rate.

As soon as possible, the Office shall publish each individual employee's balance of accrued compensatory time on the employee's pay stub.

3) Article XXI - Miscellaneous Provisions, New Section-Residency -

The Conciliator denies the union's demand.

4) Article XXIV - Rates of Pay - The Conciliator believes that it is necessary to comment very briefly on the wage issue. The union's initial final offer was very costly and even though the union argued strenuously for it, it could not be selected because it would have resulted in a far greater increase in wages than increases being negotiated elsewhere. While its revised final offer was somewhat more modest, the sheriff's revised offer is clearly more reasonable than the union's revised offer.

The Conciliator cannot consider the union's second revised final offer. The union was given an opportunity to submit a revised final offer and did so. Fairness required that the sheriff be granted the same opportunity. Nothing, however, requires the process to go without limits.

2000: No pay raise.

2001: Effective January 1, 2001

5% Pay Increase for all employees (plus a 1% lump sum payment)

2nd tier pay matrix for D/S-C/O only changed as follows:

2 yrs.	3 yrs.	4 yrs.	5-9 yrs.	10-14 yrs.	15-19 yrs.	20+ yrs.
12.18	13.49	14.81	17.15	17.24	17.31	17.38

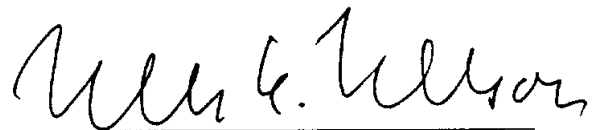
The rate for 0-2 years will remain unchanged except for the five percent (5%) pay increase until July 1, 2001, at which date it will be adjusted to the rate of \$10.86.

2002: Effective January 1, 2002

5% Pay Increase for all employees (plus a 1% lump sum payment)

5) Article XXIV - Rates of Pay, New Section - Longevity - The

Conciliator denies the union's demand.



Nels E. Nelson
Conciliator

April 18, 2001
Russell Township
Geauga County, Ohio