

forth in O.R.C. 4117.14(G)(7).

Those listed below were present for at least part of the meeting.

For the FOP:
John Looman

For the Sheriff
Marc Fishel, Esquire

Allen Huffman

Dave Deskins, Sheriff
Dan Bentley

BACKGROUND

The parties had been in negotiation for nearly a year. They have developed tentative agreements only to have them rejected. In addition, the principal representatives of the parties had changed during the course of the collective bargaining which led to difficulty in reaching a settlement. The following two issues remain. All other Articles and issues have been resolved and this Award will finalize the Agreement.

ISSUES

1. Article 22: Hours of Work and Overtime
2. Article 24: Wages

HOURS OF WORK

This issue was not presented to the Fact-Finder because the parties were using other avenues to settle it. At this point in time, however, it is still at impasse and the parties requested that this conciliation resolve it. The hours of work issue arose during negotiations when the Union agreed to standardize the work week to 40 hours in exchange for a significant wage increase. This agreement was rejected by the County Commissioners but the

Sheriff standardized the work schedule to the forty hours for all deputies. Seven road deputies had worked a four days on and two days off schedule (4/2) which resulted in a less than a 40 hour work week for a few weeks out of the year. They were paid for forty hours and overtime was only paid on work over 80 hours in a fourteen day period.

Position of the FOP: The Union agreed to the 40 hour work week standardization during the negotiation as a trade for a large wage increase. The 4/2 system worked well for a number of years and standardizing to 40 hours means that some of the deputies will be working an additional 17 days per year with no increase in pay for this extra work. The Union proposes that the County continue this system which has worked well for at least 18 years.

Position of the Sheriff: The Employer is not proposing any changes in this Article. Article 22.4 gives the Employer the sole and exclusive right to determine shift times and days of the week worked by employees in a 14 day work period. It was pursuant to this Section that the Sheriff notified the affected employees and the Union of the new work schedule. The Union filed an unfair labor practice on this and SERB dismissed the charge and concluded that the Sheriff complied with the Agreement. The Agreement has never mandated a specific work schedule and the Employer must be able to maintain scheduling flexibility for operational reasons. Furthermore, the management rights provision in Article 2, specifically gives the Employer the right

to direct and manage the work force and to schedule and assign employees.

The majority of the employees of the Sheriff work a scheduled five days on two days off schedule. Furthermore, no other County employees work a schedule similar to that proposed by the FOP, nor do other comparable Sheriff's offices work the 4/2 schedule. When the Crawford County Sheriff has such a schedule, the deputies work a ten hour day when it results in only a 32 hour work week. The Employer concludes that it is inappropriate to pay employees for 136 hours per year that they did not work.

The current schedule allows for more services to be provided to the public, permits more coverage, and a safer work environment.

AWARD: The Employer's position is awarded. It maintains the current contract language and pays fifty dollars (\$50.00) to those employees whose schedules were changed in March 2001 for each day they would have been off under the old schedule but had to work on the current schedule. The clear language of Article 2, Management Rights, Section 2.1 (C) (D) and (E) give the Employer the exclusive rights to maintain and improve efficiency and effectiveness; determine the process, means and personnel to conduct operations; and specifically in (E) to assign and schedule employees. This right is expanded further in Article 22, Section 4, where the parties have agreed to give the Employer the right to determine the work schedule, to change the work

schedule for emergencies, to set starting and ending times and days of the week worked by employees in a 14 day period. The Agreement language is clear and unambiguous and needs no interpretation. The Employer exercised his right under the Agreement. This award is also appropriate because it addresses the criterion in 4117. 14 (G)(3): The comparisons within the County as well as to similar jurisdictions reveal the standard 40 hour work week. Past collective bargaining agreements between the parties contain the language which gives the Employer the exclusive right to determine the schedule. A positive impact on the normal standards of service should result from the increase in hours worked by the road deputies. Furthermore, this scheduling can lead to enhanced services on the public. The Employer is compensating those deputies for this change with the \$50 payment.

WAGES

The parties are at impasse on two components of this issue: the amount of the wage increase and the inclusion of a step system. Prior to 1994, the Agreement contained wage steps. This system was eliminated during negotiation, however, the Union proposed to reinstate steps during all subsequent negotiations. The current situation is that new hires are paid the same as those with several years experience. The Employer now is proposing the wage steps in order to differentiate pay levels between new hires and those with several years experience.

The Sheriff's office is not claiming inability to pay but

wage increases have a significant county wide impact because this budget represents about 30% of the entire general fund's budget. While revenues within the general fund have increased by 40%, expenditures have increased by 45%.

Position of the Union: The FOP argues that because the 4/2 shift was eliminated, those deputies are incurring an increase in hours worked and should be compensated appropriately. The FOP requests that this award follow the Fact-Finders recommendations. The Fact-Finder stated that the employees in the Sheriff's office were underpaid and recommended a general increase of 10% retroactive in 2001, 5% in 2002, and 5 % in 2003. In addition, four specific employees were to have wage increases different from the general recommendation.

The Union also urges the Conciliator to follow the practice of the Neutral Community which compels the party which deviates from the recommendations of the fact-finder to prove the circumstances which require a change. In this case the burden is on the Employer who does not agree with the Fact-Finder's recommendations.

Position of the Employer: The Sheriff proposes a five step wage scale that will result in a 12.5% increase in the first year of the Agreement for the most senior road deputies with a 4% increases in the following two years of the Agreement. This step system proposal addresses the problem of new hires earning the same pay as those with ten years experience on the force. Most comparable jurisdictions have wage steps and the Union's proposal

to accept the Fact-finder's recommendation perpetuates the problem of wage compression. The four employees who are paid above the entry level will receive a 2% increase along with a \$1,000 payment in 2001 and a 4% increase in 2002 and 2003. This proposal is less expensive and the employer has only a limited ability to fund pay increases.

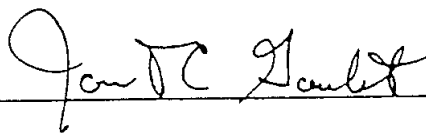
The Employer responds to the FOP's argument that comparable jurisdictions are paid higher wages than those paid to Champaign County deputies. Admitting that there is some disparity, the Employer points out that the tax revenues received by the two counties that the Union refers to are significantly higher than revenues received by Champaign County. Those revenue amounts represent 37.6% less revenue for Champaign County. Revenues have increased by 2.4% between 1999 and 2000 and the Employer projects that future revenues may be reduced. Furthermore, the Union cannot expect to catch up in one year.

The Employer systematically addresses the criterion in 4117: In the prior two agreements the employees received 3% increases. The average increase for public employees in the state for 2000 was 3.62%. Law enforcement received 3.95% and the Dayton region received an average increase of 3.63%. The Union proposal is substantially greater than wage increases negotiated by other bargaining units. Comparing wage increases of this bargaining unit over the past five years (1995-2000) with the Dayton area and the state average we find that this unit had 18% increases while the Dayton area had 20.14% and the state average was

20.66%. The Sheriff's proposal address 2.14% to 2.66% of this difference. This proposal brings the entry level salary to 102.5% of comparable jurisdictions and the top salary to 93.4% of those jurisdictions.

AWARD: The Employer's position is awarded. (See the attached wage scale.) The information and supporting arguments are compelling. The statistical comparisons to the relevant county sheriff's departments, the law enforcement community and state wide averages clearly demonstrate that the employer's wage package meets the criterion of the statute. The Employer's package is crafted to solve the problem of experienced deputies earning the same salary as new hires and it addresses the wage disparities pointed out by the Union. It can also address the retention problem which will positively impact services to the public.

The evolving economic slow down will change and reduce County revenue projections. This is occurring at the State level. In summary, the new wage steps and salary increases do not solve all the problems now but allow the Employer to meet the current needs of the bargaining unit while maintaining fiscal responsibility in light of potential future revenue shortfalls.



Janet C. Goulet, Ph.D.

Date: 11-12-01

Champaign County Sheriff's Office
Employer Wage Proposal

Years of Service	Entry	2-3	4-6	7-9	10
2001	\$25,605	\$26,373	\$27,164	\$27,978	\$28,817
2002	\$26,629	\$27,427	\$28,250	\$29,097	\$29,969
2003	\$27,694	\$28,524	\$29,380	\$30,260	\$31,167

Steps occur at the commencement of the 2nd, 4th, 7th, 10th years.

	2001	2002	2003
Gould	30211 (2%) plus \$1000 cash	4% increase	4% increase
Massie	\$34,943 (2%) plus \$1000 cash	4% increase	4% increase
Olesniczak	\$34,943 (2%) plus \$1000 cash	4% increase	4% increase
Parker	\$28,740 (2%) plus \$1000 cash	4% increase	4% increase