

STATE EMPLOYMENT
RELATIONS BOARD

2002 APR 22 A 10: 20

**IN THE MATTER OF FACT-FINDING
BETWEEN**

HURON COUNTY SHERFF'S OFFICE)	
)	CASE NO. 01-MED-09-0835
AND)	
)	
)	<u>CONCILIATION AWARD</u>
FRATERNAL ORDER OF POLICE)	
OHIO LABOR COUNCIL, INC.)	

JAMES M. MANCINI, ARBITRATOR

APPEARANCES:

FOR THE EMPLOYER

Richard P. Gortz, Esq.

FOR THE UNION

Hugh C. Bennett

SUBMISSION

This matter concerns conciliation proceedings between the Huron County Sheriff's Office (hereinafter referred to as the Sheriff or Employer) and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the FOP or Union). The State Employment Relations Board (SERB) duly appointed the undersigned as conciliator in this matter. Conciliation proceedings were held on April 10, 2002 in Norwalk, Ohio.

The applicable bargaining unit involved herein consists of a Corrections Lieutenant and Corrections Sergeants. There are currently six employees in the bargaining unit.

The conciliation proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the conciliation proceeding, this conciliator attempted mediation of the issues at impasse. Pursuant to those mediation efforts, the parties reached tentative agreement on all of the outstanding issues presented to fact-finding. The parties, however, opted to have this conciliator issue his award reflecting the tentative settlement reached.

1. WAGES

The FOP proposes that there be a 9.6% wage increase in the first year of the Agreement, a \$.25 per hour adjustment plus 4% increase in the second year, and an additional 4% increase in the third year of the Agreement. The Employer at the conciliation hearing modified its final offer and proposed a \$.75 per hour adjustment plus 4% increase in the first year of the Agreement, a \$.25 per hour adjustment plus 4% in the second year, with an additional 4% increase in the third year of the Agreement.

ANALYSIS – This conciliator adopts as his award herein with reference to the wage issue the Employer’s amended final offer. That is, it would be appropriate to provide the bargaining unit with a \$.75 per hour adjustment plus 4% increases in the first year of the Agreement. Such a wage increase would be the same as that which was previously provided to the Corrections Corporals. The Corrections Corporals are in a separate bargaining unit along with the Corrections Officers of the Sheriff’s Department. As indicated, there is one Corrections Lieutenant and FIVE Corrections Sergeants in the bargaining unit involved in this case. The awarded wage increase in the first year of the Agreement would provide for a continuation of the wage differential which has existed between the Corrections Corporals and members of this bargaining unit. It should be noted that the parties agreed that the first year wage increase would be retroactive to January 1, 2002.

For the second and third years of the Agreement, this conciliator awards the Sheriff’s final offer which was for a \$.25 per hour adjustment plus 4% effective January

1, 2003, and a 4% increase in wages effective January 1, 2004. Once again this would be the same wage settlement as provided to the Corrections Corporals as well as the Corrections Officers in the other bargaining unit. The second and third year wage increases awarded to the bargaining unit herein would also be the same as that recommended by the fact-finder herein. The parties agreed that the second and third year salary increases would become effective on January 1st of the final two years of the Agreement.

AWARD

With respect to wages, this conciliator selects the Employer's final amended wage proposal as more fully set forth on the attached Compensation Provision.

ARTICLE 24
WAGES AND COMPENSATION

Section 24.1. Employees shall be compensated based upon an annual salary. For purposes of computing an hourly rate of pay, the annual salary shall be divided by two thousand eighty (2080) hours. Work weeks shall normally be scheduled to consist of forty (40) hours per week. This shall not constitute a guarantee of work hours per week or per day. Employees shall be available to respond to work-related calls as needed and to appear for work-related court appearances in addition to any scheduled work hours. Work-related court appearances shall be considered work hours for the purpose of compensation and computation of any overtime in accordance with Article 21 herein.

Section 24.2. Effective ~~March 1, 1998~~ January 1, 2002, the annual salary for each bargaining unit employee shall be as set forth below:

	<i>14.70</i>	<i>16.07</i>	<i>.75</i>
Corrections Sergeant		\$15.59/hr.	(.25 + 4.0%)
Corrections Lieutenant		\$17.31/hr.	(.25 + 4.0%)
	<i>16.39</i>	<i>17.83</i>	<i>.75</i>

Effective ~~May 10, 1998~~ January 1, 2003, the annual salary for each bargaining unit employee shall be as set forth below:

	<i>16.97</i>
Corrections Sergeant	\$16.48 (.25 + 4.0%)
Corrections Lieutenant	\$18.27 (.25 + 4.0%)
	<i>18.80</i>

Effective ~~March 1, 1999~~ January 1, 2004, the annual salary for each bargaining unit employee shall be as set forth below:

	<i>17.65</i>
Corrections Sergeant	\$17.14 (4.0%)
Corrections Lieutenant	\$19.00 (4.0%)
	<i>19.55</i>

~~Section 24.3. An employee will be eligible to receive a step increase on the employee's anniversary date each year, either January 1 or July 1 of each year. An employee must have completed the required number of years of service by the above eligible date in order to receive a step increase~~

2. INJURY ON DUTY PAY

The Union proposes a new contractual provision which would permit employees who are injured on duty to collect their wages in full for ninety calendar days and to permit their PERS pension contribution to be made. The Employer submits as its final offer that bargaining unit employees be provided with coverage under the County's newly adopted Wage Continuation Injury Leave Plan. The County's plan would provide up to twelve weeks of full pay for an on-the-job injury which disables an employee. The plan would be optional for an employee who may select to proceed under the Workers' Compensation Statutory Plan.

ANALYSIS – This conciliator finds that it would be appropriate to award the Employer's final offer with respect to injury on duty pay. That is, bargaining unit employees would be covered under the County's Wage Continuation Injury Leave Plan so long as the plan offers the employees the option of the BWC Statutory Plan. The county-wide plan will provide up to twelve weeks of full pay for an on-the-job injury for unit employees. Again, this would be a plan that would be optional for an injured employee who may select to receive Worker's Compensation benefits instead. It is apparent that the County's Wage Continuation Injury Leave Plan would provide employees with more compensation than that which they would receive from BWC which would amount to only 72% of their wages.

A W A R D

INJURY ON DUTY PAY – Employees will have the option of being covered under the County’s Wage Continuation Injury Leave Plan or receiving benefits under the BWC Statutory Plan.

3. PAGER PAY

The Union proposes that members of the bargaining unit who are required to carry a pager during non-duty hours are to be compensated at the rate of \$1,500 per year. The Employer proposes that employees continue to have access to pagers without any additional pay.

ANALYSIS – This conciliator finds that there was insufficient basis established to provide pager pay for bargaining unit members. While it is true that employees are given pagers to carry with them, it was established that the pagers are only provided for the convenience of bargaining unit members. The Sheriff acknowledged that bargaining unit members do not have to carry a pager if they do not want to do so while they are off duty. Moreover, it was stipulated that bargaining unit members would not be disciplined if they do not carry a pager. Based on the evidence therefore, this conciliator finds that there should be no pager pay provision provided for in the parties' Agreement. It should be noted that the fact-finder also likewise rejected the Union's pager pay proposal.

AWARD

This conciliator hereby awards the Employer's position concerning the pager pay issue. There is to be no additional compensation for carrying a pager.

CONCLUSION

In conclusion, this conciliator hereby submits his awards on the outstanding issues presented. This conciliator further incorporates into his award herein the previous agreements reached by the parties on a number of issues.

APRIL 19, 2002



JAMES M. MANCINI, CONCILIATOR