

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

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RELATIONS BOARD

2002 DEC 12 A 10:43

**BROWN COUNTY SHERIFF
EMPLOYER**

and

**FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.
EMPLOYEE ORGANIZATION**

In the Matter of:

02-MED-01-0031

CONCILIATOR'S AWARD

CONCILIATOR:

Philip H. Sheridan, Jr.
Attorney at Law
580 South High Street, Ste. 200
Columbus, Ohio 43215
(614) 221-2001

FOR THE UNION:

John Looman, Staff Representative
Ohio Labor Council
222 East Town Street
Columbus, Ohio 43215

FOR THE CITY:

Robert W. Cross, President
Cross Mgt. Consulting Services, Inc.
631 Seventh St.
Portsmouth, Ohio 45662

Award:

December 9, 2002

CONCILIATION AWARD

STATEMENT OF CASE: The parties, the Brown County Sheriff, represented by Robert W. Cross, President, Cross Management Consulting Services, Inc., and the bargaining unit, Fraternal Order of Police, Ohio Labor Council, Inc., including 46 employees of the Sheriff, represented by John Loomis, Operations Coordinator, F.O.P.-O.L.C., have entered into negotiations for a wage re-opener called for in Article 30, paragraph D, in which the parties were required to commence negotiations for wages only on April 1, 2002.

The parties have engaged in previous contract negotiations leading to agreed contracts. The parties attached a copy of the existing collective bargaining agreement.

The parties met and bargained in good faith, and were not able to agree. The parties submitted the issue to fact-finding on May 23, 2002, which led to a fact-finding and recommendation which was rejected by the County. I was chosen to serve as conciliator and issue a binding conciliation award pursuant to R.C. 4117.14(G). At the conciliation hearing on September 9, 2002, the parties outlined their position on the wage issue.

Pursuant to R.C. § 4117.14 and Admin.R. 4117-9-05, Philip H. Sheridan, Jr., 580 South High Street, Columbus, Ohio, was chosen by the parties as conciliator.

The parties agreed to a conciliation hearing on September 9, 2002, and the meeting was convened at 10:00 a.m. at the Brown County Department of Human Services Conference Room. In addition to the representative, Sheriff Dwayne Wenninger appeared. In addition to their representative, Jerry Crawford, Sheri Griffith and Rick Eagan appeared on behalf of the bargaining unit. The matter was submitted upon statements and arguments presented to the conciliator.

According to the provisions of R.C. Chapter 4117, the parties provided me with a copy of the current contract, the issues which have been resolved, the unresolved issue, and each party's final offer on the unresolved issue.

In issuing this conciliation report, I have given consideration to the provisions of R.C. Chapter 4117, and in particular, the criteria contained within R.C. § 4117.14(G)(7)(a)-(f).

Article 24 wages.

The issue for determination is the amount of increase in wages, and whether the contract wage re-opener should include the period April 1, 2003 through March 31, 2004 as well as the period April 1, 2002 through March 31, 2003.

POSITION OF THE PARTIES

THE SHERIFF'S POSITION:

The Employer's final offer is a forty-cents (.40) per hour increase across the board effective April 1, 2002; and a seventy-five cents (.75) per hour increase across the board effective April 1, 2003.

The Sheriff points out that the increase of \$1.15 over the current rates of pay keeps within the ability of the County to pay. The County believes the fact finder ignored past settlements between the parties, as well as the cost of living increases for the past eighteen (18) months. The County gave other employees a forty cents (.40) per hour increase across the board effective May 25, 2002.

The County's income is largely stagnant, with no communities larger than a village, and is dependent on court costs, county services, sales tax, and a 10 percent property tax for the majority of its income. The community has a large number of small businesses and farms.

The County pointed out that the fact finder was incorrect in determining that the County population was becoming younger, and that he did not take sufficient note of past settlements between the parties. The recommendation substantially exceeded the cost of living increase, and the fact finder should have given more weight to the forty cents per hour increase that all of the other County employees received. Although the County opposed a two year agreement on wages and retroactivity at the fact finding, the County is now willing to allow the increase to be retroactive and to deal now with the wage issue for the remaining year of the contract.

THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL POSITION:

The bargaining unit accepted the decision of the Fact Finder, who recommended an increase of eighty-five cents (.85) per hour, across the board, effective April 1, 2002, and a wage re-opener April 1, 2003. Rather than ask for retroactive pay the bargaining unit proposed the payment of a one-time \$1,000 payment to each bargaining unit member, which amounted to less than the retroactive pay, and that the increase should take effect January 1, 2003, with a wage re-opener beginning April 1, 2003.

The bargaining unit emphasized the current position of its members. They have not received a wage increase since April 1, 2001. By all of the comparable data presented, even after the increase as proposed, the employees of the Brown County Sheriff are the lowest paid Sheriff's employees in the region. The County has shown a steady increase in population and growth in the revenue base and is able to afford the increase that its employees deserve. The bargaining unit urges the conciliator to adopt their position and not substitute his judgment for that of the fact finder.

AWARD

Chapter 4117 requires the conciliator to consider the past collective bargaining agreements between the parties. The fact finder determined that the parties have had a wage re-opener in each of the years of the contracts between them, and decided not to adopt the bargaining unit's position at fact finding based on that past record with respect to re-openers. I find nothing in the fact-finding that is out of the ordinary, arbitrary, or unreasonable, and adopt his finding that the County is able to pay an increase of eighty-five cents (.85) per hour across the board, and that the re-opener should be continued for the last year of the contract.

I adopt the position of the bargaining unit as being closest to the fact finder's award, and adopt by reference its proposed language for Article 24, Wages, and Article 30, the re-opener language for the last year of the contract.

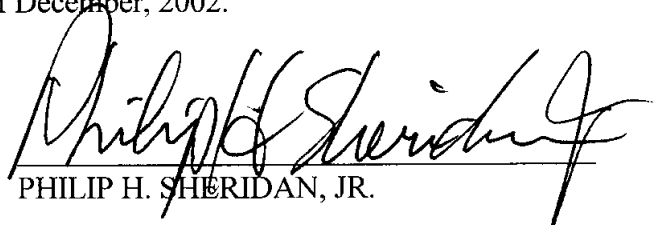
Respectfully submitted,


PHILIP H. SHERIDAN, JR.

December 9, 2002

CERTIFICATE OF SERVICE

I hereby certify that I mailed a copy of this Conciliation Award to the parties by ordinary U.S. mail, postage prepaid, this 9th day of December, 2002.


PHILIP H. SHERIDAN, JR.

PHILIP H. SHERIDAN, JR.

ATTORNEY AT LAW
580 SOUTH HIGH STREET, SUITE 200
COLUMBUS, OHIO 43215-5644

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PHILIP H. SHERIDAN, JR.

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December 11, 2002

Dale A. Zimmer
Administrator, Bureau of Mediation
State Employment Relations Bd.
65 East State St. 12th Floor
Columbus, Ohio 43215-4213

**RE: Case No. 02-MED-01-0031, Brown County Sheriff
and the Fraternal Order of Police, O.L.C., Inc.**

Dear Mr. Zimmer:

Enclosed please find a copy of my conciliation award for your records. Thank you for your consideration.

Very truly yours,



Philip H. Sheridan, Jr.

PHS/cas
Enclosure
cc: file