

Conciliation Decision and Award
in the matter of conciliation between

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Licking County Sheriff

and

Teamsters Local 637

SERB Case No: 04-MED-09-0865/0862

Sergeants/Civilians

Marcus Hart Sandver, PhD

Conciliator

Hearing Date: September 23, 2005
Decision Issued: October 11, 2005

Representing the Sheriff:

Benjamin S. Albrecht
Attorney at Law
Downes, Hurst & Fishel
400 S. Fifth Street
Suite 200
Columbus, Ohio 43215

Representing Local 637:

Susan Jansen
Attorney at Law
Doll, Jansen & Ford
111 West First Street
Dayton, Ohio

I. Background

This case grows out of a dispute between the Licking County Sheriff (the Employer) and Teamster's Local 637 (the Union) regarding the negotiation of a successor agreement to the one which expired on December 31, 2004. The parties were unable to reach agreement on all issues to be included in the agreement in negotiations. The unresolved issues were submitted to Factfinder N. Eugene Brundige. The factfinding report was accepted by the Sergeants and Civilian employees of the Department but was not accepted by the Commissioners. Under the provisions of O.R.C. 4117, the case was submitted to Conciliation. By mutual agreement of the parties Marcus Hart Sandver was selected as the Conciliator.

II. The Hearing

The hearing was convened by the Conciliator at 10:00 AM in the second floor conference room of the Licking County Sheriff's Office in Newark, Ohio on September 23, 2005. In attendance at the hearing for the employer were:

1. Benjamin S. Albrecht Attorney for the Employer
2. Rod Mitchell Major, Licking County Sheriff's Department
3. Gary Blackford Major, Licking County Sheriff's Department
4. Randy Thorp Sheriff of Licking County

In attendance for the Union were:

1. Susan Jansen Attorney for the Union

2. John Sheriff Secretary/Treasurer Local 637
3. Robert Bome Sergeant, Licking County Sheriff's
Department
4. David Newsom Maintenance Department
5. Michelle Harper

The parties were asked to submit exhibits into evidence. The following were marked as Employer Exhibits:

1. Employer Exhibit # 1 Pre-hearing brief.
2. Employer Exhibit # 2 Multi-tabbed notebook.

The following were marked as Union exhibits.

1. Union Exhibit # 1 Pre-hearing brief.
2. Union Exhibit # 2 Multi-tabbed notebook.

The parties were notified by the conciliator that the hearing would be conducted in accordance with the rules for conciliation as found in O.R.C. 4117 and the administrative rules promulgated by the State Employment Relations Board of Ohio.

III. The Issues.

A. Article 22 – Wages and Miscellaneous.

1. Union Position.

The Union position on this issues is that the Sergeants should receive a 4 percent raise effective January 1, 2005, a 4 percent raise effective January 1, 2006 and a 4.5 percent raise effective January 1, 2007. For the Civilian Unit, the Union is requesting a 3 percent raise January 1, 2005, a 3 percent raise January 1, 2006 and a 3.5 percent raise January 1, 2007.

In support of this position, the Union submitted comparability wage data for counties in Ohio with populations between 120,000 and 170,000 persons. These counties include Clark, Fairfield, Greene, Licking, Medina, Portage, Richland, Warren and Wood. The Union's data show that for these 9 counties, Licking County Sheriff's were ranked 9th out of 9 in starting salary and 9th out of 9 in top step salary. For the Civilian employees, Licking County ranked 2nd out of 8 in entry salary and 8th out of 8 in top step salary (Richland County does not have Civilian employees under a collective bargaining agreement). By the Union's computation, the Licking County Sergeant's are \$3.96 per hour below the average of the eight counties in starting salary and are \$3.64 per hour below the average for top step salary. For the Civilian employees, the Union computes that the Licking County entry salary is \$1.36 per hour above the average for the counties surveyed and \$1.96 per hour below the average for the top step civilian employee. The Union calculates that it would take a 20.3 percent raise at the entry level salary for the Sergeants to meet the 8 county average hourly wages and a 17.9 percent raise in the

hourly wage rate to meet the 8 county average at the top step. For the Civilian employees, Licking County pays 10.3 percent above the 7 county averages at the entry level and pays 12.8 percent below the average for the top step civilian employee. In addition, the Union pointed out that employees of the Licking County Sheriff's Department pay \$199 per month for family plan health insurance, more than the employees of all of the comparison counties except Greene County.

2. County Position.

The Employer's Position is to provide a 3 percent raise for both units in 2005, a 3 percent raise in 2006 and a 3 percent raise in 2007. In support of its position, the County called upon Robert Fitch, Chief Deputy Auditor of Licking County and Chad Fuller, the Finance Director of Licking County to brief the conciliator on the finances of Licking County. The financial data show that the "carry over" balance for the City has been declining since 2003 and it's projected to decline further in 2006. The increased demands on expenditures come from state and federal mandates, increases in the cost of medical care for prisoners and increases in the costs of gas and oil. In addition, the Employer estimates that \$20-30 million will be necessary in the next few years for capital improvements.

The Employer cites comparability data from 11 Ohio counties (Athens, Coshocton, Fairfield, Hocking, Knox, Morrow, Muskingum, Perry, Pickaway, Richland and Tuscarawas). By the Employer's

calculations, Licking County is paying above the starting salary and top step salary for Sergeants for all the comparable counties except Richland and Fairfield. For the Civilian employees, Licking County pays its Civilian employees more at the entry level and the top step than does Franklin County, Hocking County and Richland County.

The Employer representative directed the Conciliator's attention to Employer Exhibit # 2, tab 4 to demonstrate that SERB clearing house data show that the statewide average wage raise was 2.79 percent in 2004 and that the prevailing wage increase was about 3 percent. The Employer's representative notes to the conciliator that the non-bargaining unit employees of the County received a 2 percent raise for 2005.

3. Discussion.

In looking over Factfinder Brundige's report, I note that the Factfinder was presented with much the same data as I was presented. In fact, two of the tables concerning Budget Growth and CPI Wage Comparison are labeled Factfinding February 25, 2005.

Factfinder Brundige's rationale justifying his recommendations on wages is quite persuasive (Factfinding Report p.7-10) and I find no reason to award anything other than what was recommended. Both parties have modified their positions since the Factfinding hearing and by the employer's own calculation, the wage proposals differ by about \$26,000 which is not going to drive the county into insolvency. The comparability

data provided by the County gives data for counties that average 66,106 in population. Licking County has a population of 145,491 persons, and population is a factor in determining county finances and the complexity of the work of a Deputy. I agree with the Union representative that population is certainly an important factor in determining comparability of wage rate between counties. Licking County is closest in size to Richland and Fairfield Counties on the employer group of 11 counties and pays its Sergeants considerably less than the other two counties. On the basis of this data, the Factfinder's recommendation is justified.

4. Award.

The Union position is awarded. Sergeants are to receive a 4 percent increase in 2005 and 2006, and a 4.5 percent increase in 2007. Civilian employees are to receive a 3 percent increase in 2005 and 2006, and a 3.5 percent increase in 2007.

B. Article 31 – Hours of Work and Overtime.

1. Union Position.

The Union position on this issue is to create a labor-management committee which will be charged with the responsibility to create a compensatory time proposal which is acceptable to both the Union and the Employer, and that this proposal be implemented on a trial basis. The Union supplied comparability data which shows that all of its comparable

counties except Medina County and Licking County have provisions for compensatory time in their labor agreements.

2. Employer Position.

The Employer position that compensatory time will drive up the use of overtime and that the employer is hesitant to implement such a provision even on a limited time basis.

3. Discussion.

Factfinder Brundige in his discussion of his recommendation on this issue commented that his recommendation was “unusual” (Factfinding Report, p.17). I agree that it is unusual and that he made this recommendation somewhat hesitantly. I feel that new items in a labor agreement should be negotiated between the parties, not awarded by a conciliator. Factfinder Brundige alluded to this same reasoning in his recommendation (Factfinding Report, p.17). I find that the Union’s proposed language in Article 31.4 should not be included in the labor agreement.

4. Award.

The Employer proposal is awarded. The language in Article 31.4 should be left as it was in the previous agreement.

C. Vacation – Article 35.4.

1. Union Position.

The parties agreed to everything in this section of the labor agreement except the date by which employees must have their vacations scheduled. Presently, employees must schedule their vacation by April 30th or their vacation time will be rescheduled by the employer, lost or “cashed out”. The Union proposes moving this date to June 30.

2. Employer Position.

The Employer position is to move the date to May 30.

3. Discussion.


The Factfinder recommended June 30 as the scheduling date. It is hard to ignore the fact that the employer representative produced at the hearing a tentative agreement initiated by the Union representative to move the vacation scheduling date back to May 30. I find for the employer on this issue.

4. Award.

The vacation scheduling date in Article 35.4 shall be moved to May 30.

IV. Certification.

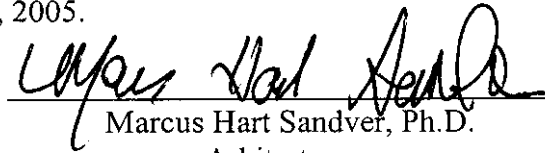
This conciliation decision and award is based upon evidence and testimony presented to me at a conciliation hearing I conducted on September 23, 2005.



Marcus Hart Sandver, Ph.D.
Arbitrator

VII. Certification of Service.

This Conciliation Decision and Award was served by regular U.S. Mail upon Benjamin Albrecht, Attorney for the Licking County Sheriff at 400 S. Fifth Street, Columbus, Ohio, to Ms. Susan Jansen, Attorney for Teamsters Local 637 at 111 West First Street, Dayton, Ohio, and to Mr. Dale Zimmer, SERB Bureau of Mediation at 65 E. State Street, Columbus, Ohio on October 11, 2005.



Marcus Hart Sandver, Ph.D.
Arbitrator