

2005 JUL 15 P 2: 03

**CONCILIATION AWARD**

**STATE OF OHIO**

**STATE EMPLOYMENT RELATIONS BOARD**

**June 28, 2005**

In the Matter of:

Hancock County Sheriff's Office ]

and ]

International Union of Police ]  
Associations AFL-CIO, ]  
Local 76 ]

SERB Case No. 2004-MED-09-0908

Conciliator: Raymond J. Navarre

Date of Issue: July 13, 2005

## APPEARANCES

### For the Employer:

Tillie A. Schiffler, PHR, Senior Consultant, Clemans, Nelson & Associates, Inc.  
Captain Roger G. Treece, HCSO  
Captain Susan Beach, HCSO  
Lieutenant Ryan A. Kidwell, HCSO  
Kathy Palmerton, HCSO

### For the Union:

William A. Dunn, IUPA AFL-CIO, Business Agent for Local 76  
Colleen Wedge, HCSO

### Conciliator:

Raymond J. Navarre

The hearing was held at the Hancock Sheriff's Office, Findlay, Ohio on June 28, 2005. The hearing started at approximately 10am and concluded at approximately 11am.

## BACKGROUND

This conciliation involves all full-time Deputy I Correction Officers and excludes all other employees. The conciliation involves the International Union of Police Associations, AFL-CIO, Local 76, representing approximately 25 employees and The Hancock County Sheriff's Office. The Office of the Sheriff is the chief law enforcement agency for Hancock County. The Office of the Sheriff enforces traffic laws, investigates crimes, and delivers subpoenas.

Deputy I Corrections Officers receive and discharge prisoners, patrol housing areas, maintain facility cleanliness, prepare reports, enter data into computer, ensure security, health, welfare and safety of prisoners.

The Bargaining Unit was certified April 29, 1999. The present collective bargaining agreement was effective March 8, 2002 through March 7, 2005.

### The parties met on:

December 13, 2004  
December 30, 2004  
January 13, 2005  
January 27, 2005  
February 25, 2005 for Fact-finding.

The unresolved issues are: Wages, Article 21 and Insurance, Article 22.

For purpose of identification, the International Union of Police Associations AFL-CIO will be referred to as the "Union" and the Hancock County Sheriff's Office will be referred to as the "Employer".

The Conciliator is required to resolve the dispute between the parties by selecting on an issue-by-issue basis, from between each of the party's final settlement offers, taking into consideration the factors outlined in O.R.C. Section 4117.14(G)(7). These considerations are:

- (1) Past collectively bargained agreements, if any between the parties;
- (2) Comparison of unresolved issues 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;
- (3) 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;
- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties; and,
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

## THE BACKGROUND

There were two (2) issues presented for the conciliation hearing. At the beginning, the Conciliator offered the opportunity for mediation on the issues before the conciliation. There was no mediation on the issues.

Please note that originally SERB Case No. 2004-MED-09-0907 was to be part of the conciliation process but both parties, Employer and Union, said that case has been resolved and is not part of this conciliation.

At that point, the two issues involved in this conciliation were Wages and Insurance. However, the parties involved told the conciliator that a resolution on the Insurance issue had been reached. Both parties asked that the resolution be included in this report. The resolution will be included at the end of this report. Since there has been a resolution to the Insurance Article, the remaining issue, Wages, was addressed.

ISSUE NUMBER 1

**ARTICLE 21**      **WAGES**      **SECTION 21.1**

The Union's proposal is for a three and one tenth (3.1%) percent increase across all the classifications for each year of the contract, effective as of March 8, 2005.

The Employer's proposal is for a two and four tenths (2.4 %) percent for the first year of the agreement, two and seventy-five hundredths (2.75 %) percent for the second year and three (3.0 %) percent for the third year. These increases are to be across all the classifications and effective as of March 8, 2005.

Both parties agreed that only SECTION 21.1 of this article is being submitted for conciliation.

**UNION**

The Union noted at the beginning of their presentation that the Enforcement units (Deputies and Deputy Sergeants) and Corrections Sergeants agreed to increases of 2.1% effective March 8, 2005 and 2.75% and 3.0% effective on March 8 of the following years. The Union said that it would be typical for this unit to accept identical increases but there are facts that warrant a larger increase for this unit. These facts are:

- The parity in regard to Hancock Enforcement and Corrections Sergeants.
- Hancock County Deputies are paid 20.4 % less than Enforcement and Correction Sergeants.
- Hancock County Correction Officers are paid 16.8% less than Deputies and 40.76% less than Enforcement and Corrections Sergeants.
- Corrections Officers are only paid 0.2% more than Dispatchers.

The Union further discussed the information received from SERB and noted that the information was not complete (10 counties not sent) as to what was requested and the material received was not recent data. However, from the data received, Hancock County ranks fourth in population of the data of 14 counties sent, but tenth as to wages. The data shows that the Top Level for Hancock County Corrections Officers is 4.4% below the average and would be larger if all the data was current.

The Union noted that the work conditions are full of tensions for many reasons but in particular because of overcrowding and employee turnover.

## EMPLOYER

The Employer noted that all general fund employees in Hancock County, including the safety forces, received a 2.4% increase. The increase included all union and non-union employees. The Enforcement and Corrections Sergeants bargaining units accepted a 2.75% increase for 2006 and a 3.0% increase for 2007. This decision to accept these increases was directly related to the insurance language.

The first exhibit presented by the Employer represented the unit's wage in relationship to contiguous counties. The Employer pointed that the Hancock County Corrections Officers' wages are very comparable and the top level is reached in one year. The entry level is 13.5% higher than any other contiguous county and only 1% less than the average of the top level comparables of the same counties.

The Employer further pointed out that the SERB Benchmark report for the Toledo region ranks Hancock County as three out of ten on the entry level pay and six out of ten on the top level pay.

The Employer pointed out that the Criminal Administration and Justice Services sales tax levy ends July 1, 2005. This levy generated 2.5 million dollars for the courts and jail. On July 2, 2005, all expenses for the jail fall back to the general fund. If another levy is placed on the ballot this Fall and approved it will generate income until July 2006.

Sales tax generates approximately 40% of the general fund budget. Sales tax revenues only increased 3% in 2004 and is projected to be the same in 2005.

In addition, payroll costs are escalating not only from wage increases, but mandatory increases by OPERS and BWC.

Finally, to provide a greater increase for this unit will create a division among the employees and negatively affect morale.

Both parties gave rebuttals to the positions and the rebuttals were considered in the award.

Also, the Conciliator reviewed the pertinent information in the Fact-finding report as background to this hearing

The Conciliator considered all the points made by the Union and the Employer. However, in his considerations, the Conciliator was concerned about the difference in the wages of the Corrections Officers and the Deputies and the slight difference between the wages of the Corrections Officers and the Dispatchers.

However, the wage increase proposed by the Union, in the opinion of the Conciliator, is difficult to justify when taking into account all the factors involved. The Conciliator is limited to choosing the final offer of each party. Taking into account all of the above, the Conciliator makes the following award.

### **AWARD**

The Conciliator awards the Employer's final offer. Section 21.1 of the contract shall contain a two and four tenth percent (2.4%) increase effective March 8, 2005, a two and seventy-five hundredths percent (2.75%) increase effective March 8, 2006 and a three percent (3.0%) increase effective March 8, 2007. These increases are to be across all the classifications.

Please note that the increase should be placed in the contract in a format agreeable to both parties, for example the format used in the presentations at this hearing.

As noted in the Background above, both parties requested the Conciliator to include in this report their resolution on Insurance. The resolution follows.

### **ARTICLE 22 INSURANCE**

**Section 22.1.** Employees shall pay the same amount in premiums, with the exception of the twenty-five percent (25%) cap below, and shall receive the same level of benefits as other county employees under the Hancock County Commissioners' Insurance Plan. The employee's contributions for insurance coverage shall not increase more than twenty-five (25%) percent over the life of the Collective Bargaining Agreement. The employee's contributions for insurance shall be deducted from the employee's pay.

**Section 22.2.** The Employer agrees to provide \$20,000 of term life insurance for the bargaining unit employees. This amount will be the greater amount if the Commissioners increase it to a greater amount for all Hancock County employees.

**Section 22.3.** Current Agreement

**Section 22.4.** Current Agreement

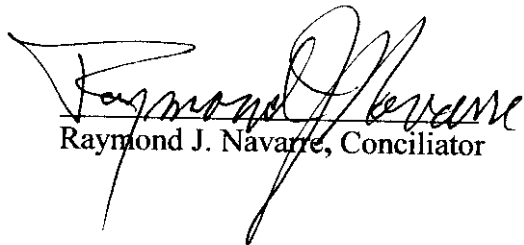
**Section 22.5.** Current Agreement

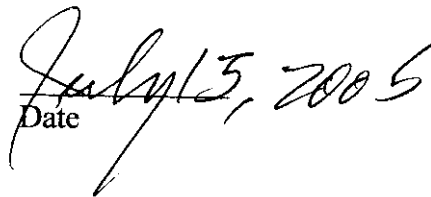
**Section 22.6.** At the time of open enrollment, the Employer will allow bargaining unit employees that are currently receiving the benefit to opt-out of the Employer's Health Care Plan. Re-enrollment of a bargaining unit employee into the Employer's plan shall only be allowed at open enrollment or at the loss of alternative coverage. If the alternative coverage is lost, the employee shall not have to wait until open enrollment.

**Section 22.7.** Any bargaining unit employee who opts out of the Employer's health care plan will be eligible to receive seven hundred and fifty dollars (\$750) in any full year in which the member opted out under this section. Such payment shall be made twice a year by a separate check. The Employer and bargaining unit will meet to mutually agree to a written procedure for the implementation of the terms of the opt-out program.

Please note that the Conciliator made a couple of insignificant changes in the Insurance Article to bring the copies submitted by the parties into conformity. However, the wording of the article depends on the agreement of the parties involved and not the Conciliator.

Finally, and most importantly, the Conciliator wishes to thank both parties for the well-prepared and excellent arguments presented to support their positions as well as their cooperation throughout the entire process.

  
Raymond J. Navarre, Conciliator

  
Date