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IN THE MATTER

OF

CONCILIATION

BETWEEN

THE LORAIN COUNTY SHERIFF

AND

**THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
SERB CASE NO. 2005-MED-04-0488**

Advocate for the Employer:

**Robin L. Bell, Esq. Regional Mgr.
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Advocate for the Union:

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INTRODUCTION

The bargaining unit originated as a "deemed certified" unit and has been represented by different labor organizations since 1983. The OPBA became the certified representative of the bargaining unit in early 2005. This will be the first agreement between the Sheriff's Office and the OPBA as the representative of the bargaining unit. The bargaining unit is comprised of approximately 122 employees in both "strike" positions and "non-strike" positions, as defined in Ohio Revised Code section 4117.14 (D). Approximately 104 of the employees are "non-strike" corrections officers at the Lorain County Jail. The 17 "strike" employees are in the positions of Typist and Maintenance Repair Workers.

The Employer raised an objection to the conciliator's jurisdiction over the strike employees on the grounds that the conciliation process of Revised Code section 4117.14(D)(1) can govern only the non-strike employees in the position of corrections officers. After considering the Union's position, the Conciliator, recognized the Employer's objection and agreed to preserve that objection for future resolution by the State Employment Relations Board. The Union and the Employer agreed that the Conciliator could issue an award in this matter but without any waiver of the ability of the Employer to raise that objection in the future. In order to expedite this award, the parties requested that the Conciliator limit his rationale. The Conciliator shall also save time by not restating the entire position of each party on every issue. Instead, the Conciliator shall refer to each party's position statement (UPS, Union and EPS, Employer).

CRITERIA

In the finding of fact, the Ohio Revised Code, Section 4117.14 (G) (7) establishes the criteria to be considered for conciliators. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements, if any, between the parties;
2. Comparison of issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employers doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interests and welfare of the public, 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. The stipulations of the parties;
6. Such factors not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of issues submitted to final offer settlement through voluntary collective bargaining, mediation, conciliation, or other impasse resolution procedures in the public service or in private employment.

These criteria provide the basis upon which the following Award is made:

ISSUE 1 Article 29 Health Care Benefits

Employer's Position

See EPS

Union's Position

See UPS

Discussion

Both the Employer and the Union proposed to cap the employee's monthly contribution to the cost of health care coverage to \$35.00 per month for family coverage and \$5.00 per month for single coverage in order to provide parity with other Lorain County Sheriff bargaining units and other Lorain County bargaining units. The difference in the parties' positions centers on the Employer's proposed language, which recognizes that the Lorain County Board of Commissioners controls the method by which insurance is provided. The Employer's proposed language is contained in the other bargaining unit agreements establishing a recognized settlement pattern. It is therefore reasonable that parity should include the same language as well as the same benefit levels. Prior to the conciliation hearing, the parties both modified their positions as to the effective date of the new insurance premium share.

Determination:

The final position of the Employer is awarded, to be effective January 1, 2006.

ISSUE 2 Article 33 Longevity

Employer's Position

See EPS

Union's Position

See UPS

Discussion

It is recognized that bargaining unit members do not have the same longevity schedule as some of the bargaining units of the Employer, and indeed this may be a subject that needs to be addressed when economic times are more favorable. However, in a time when the parties are struggling to establish reasonable general wage increases, an increase in the longevity schedule is not practicable. It should be noted that at this time bargaining unit members

receive a more favorable longevity compensation package schedule than most other comparable Sheriff's Offices, and most other employees in Lorain County.

Determination: The final position of the Employer is awarded.

ISSUE 3 Article 34 Hours of Work and Overtime

Employer's Position

See EPS

Union's Position

See UPS

Discussion

The change in the language as proposed by the Union would have a substantial economic impact of an additional one-half hour of overtime each workday. Within the context of the current economic times, the change is not recommended at this time.

Determination: The final position of the Employer is awarded.

ISSUE 4 Article 35 Uniforms

Employer's Position

See EPS

Union's Position

See UPS

Discussion

The Employer's offer to increase the uniform allowance by \$50.00 each year of the agreement is equivalent to the amount of uniform allowance awarded to the deputy sheriff bargaining unit. Within the context of the current economic times, I find the Employer's position to be reasonable.

Determination: The final position of the Employer is awarded.

ISSUE 5 Article 40 Corrections Officer Wages

The parties agreed that there were three separate issues regarding wages: Corrections Officer wages, support staff wages, and signing bonuses. The Conciliator will deal with each separately.

Parties' Positions

Both parties agreed that their final positions could be modified at the hearing. As a result, the Employer offered general increases of 2.75% retroactive to January 1, 2006, and 1.5% effective the first full pay period in fiscal year 2007. The Union's final position was similar in amount, but with a different effective date in 2007.

Discussion

Economic proposals cannot be considered in a vacuum. For example, health care benefits are a significant economic factor that is commonly considered by both unions and employers when evaluating the overall compensation packages provided to employees. I find that the Employer's proposal is reasonable when considered in the light of the economic gain to employees that resulted from a reduction in their share of the Health Care Benefit.

Determination: **The final position of the Employer is awarded. The language of Article 40.1 and 40.2, Wages shall read as set forth below.**

Section 40.1. Corrections Officers. The following schedule identifies hourly rates for the term of the agreement for Corrections Officers. For year 2006, the rate increases shall become effective January 1, 2006. For 2007, the rate increases shall become effective the first day of the first pay period for the fiscal year.

<u>Hourly Rates</u>	<u>Effective 01//1/06</u>	<u>Effective 2007</u>
	(2.75 %)	(1.5 %)
Probationary	\$14.80	\$15.02
After 1 Full Year	\$16.88	\$17.14
After 2 Full Years	\$18.98	\$19.26
After 3 Full Years	\$22.13	\$22.46

Section 40.2. Correction Officers who have completed either their probationary period, one (1) full year, two (2) full years, or three (3) full years shall advance to the scheduled higher rate at the beginning of the first full pay period after their anniversary date.

ISSUE 6 Article 40 Support Staff Wages

The Employer again noted its formal objection to the Conciliator's statutory jurisdiction over the support staff. Without waiving that objection in the future, and in consideration of the Union's agreement that the objection would not be waived for future consideration, the Employer agreed to be bound by the Conciliator's award. The Union agreed that the Employer's agreement to be bound by the Conciliator's award in this instance would not waive the Employer's objection to the Conciliator's statutory jurisdiction.

Prior to the Conciliation Hearing, the parties attempted to negotiate a settlement. Although the good faith attempts by the parties were not completely successful, both parties were creative in their attempt to seek resolution in this matter. As a result, the parties agreed that their final positions could be modified from those submitted prior to hearing.

Employer's Position

See EPS. The Employer's modified position was an offer to institute a small step system that would freeze the current minimum rate and the current maximum rate and would gradually create a three-step system based upon the general increases offered for each year. The Employer's offer also included a lump payment for those employees currently at the maximum rate.

Union's Position

See UPS. The Union's modified final offer was the creation of more structured step system than that offered by the Employer. In addition, the Union offered that the three lowest steps be lower than the current minimum rate. The Union's offer placed the current employees at a step that resulted in an increase of approximately 2.75% effective January 1, 2006. Those employees receiving wages outside the steps would receive general increases of 2.75% in 2006 and 1.5% in 2008.

Determination: The final position of the Union is awarded. The language of Article 40.1 and 40.2, Wages shall read as set forth below.

Section 40.3. Support Staff. Effective January 1, 2006, the following pay ranges are established:

	Starting	Step 1	Step 2	Step 3	Step 4	Step 5
Typist	12.00	12.30	12.60	13.00	13.30	13.68
Clerical Specialist	12.80	13.10	13.40	13.80	14.10	14.55
Maintenance Repair 1	12.20	12.50	12.80	13.19	13.55	13.92
Maintenance Repair 2	14.60	15.00	15.20	15.65	16.05	16.50

Effective January 1, 2007, the following pay ranges are established the first day of the first pay period for the fiscal year.

	Start	Step 1	Step 2	Step 3	Step 4
Typist	12.30	12.60	13.00	13.30	13.68
Clerical Specialist	13.10	13.40	13.80	14.10	14.55
Maintenance Repair 1	12.50	12.80	13.19	13.55	13.92
Maintenance Repair 2	15.00	15.20	15.65	16.05	16.50

Section 40.4. Any employee earning more than the top step in the pay range shall receive a general increase of two and three-quarters percent (2.75%) effective January 1, 2006, and an additional one and one-half percent (1.5%) increase effective the first day of the first pay period for the fiscal year.

In addition, the parties shall enter into a Memorandum of Understanding regarding the placement of support personnel at the appropriate Step.

**MEMORANDUM OF UNDERSTANDING
PLACEMENT ON WAGE SCALE**

Current Support Employees who were actively employed as of January 1, 2006, shall be placed at Step 3 of the newly established wage scale effective January 1, 2006.

Effective with the first pay period for fiscal year 2007, all employees shall receive an increase by remaining at the same Step number on the new wage scale as they were prior to the effective date of the new wage scale.

The placement on the wage scales for each of the two years of this agreement is in lieu of any general increases.

The movement from one Step to another after the expiration of this agreement shall be subject to the negotiation of the successor agreement.

ISSUE 7 Article 40 Signing Bonuses

Employer's Position

See EPS. The Employer opposed any signing bonus.

Union's Position

See UPS. The Union argued that the bargaining unit members did not receive a pay increase in 2005, so a signing bonus was appropriate.

Discussion

It is recognized that the bargaining unit underwent the hardship of not receiving a wage increase in 2005. However, in evaluating the merit of the proposed bonus the economic context within which these negotiations are being conducted must be taken into consideration. The facts do not support the awarding of a bonus given the overall economic conditions that currently exist.

Determination: **The final position of the Employer is awarded.**

ISSUE 8 Physical Abilities Testing

Employer's Position

See EPS

Union's Position

See UPS

Discussion

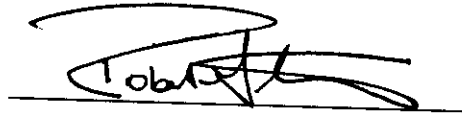
While it is well recognized that physical fitness is an important factor in the job performance of law enforcement officers, the economic conditions do not support an increase at this time.

Determination: **The final position of the Employer is awarded.**

TENTATIVE AGREEMENTS

During negotiations and conciliation, the parties reached tentative agreement on several issues. These tentative agreements are awarded as part of this report.

Respectfully submitted to the parties this 23rd day of March 2006 in Portage County, Ohio.

A handwritten signature in black ink, appearing to read "Robert G. Stein", written over a horizontal line.

Robert G. Stein, Conciliator