

**IN THE MATTER
OF
INTEREST ARBITRATION
CONCILIATION
AWARD**

STATE EMPLOYMENT
RELATIONS BOARD
2006 JAN -9 A 10:05

<p style="text-align: center;">BETWEEN</p> <p style="text-align: center;">THE</p> <p style="text-align: center;">OHIO PATROLMEN'S BENEVOLENT ASSOCIATION</p> <p style="text-align: center;">And the</p> <p style="text-align: center;">HURON COUNTY, OHIO</p> <p style="text-align: center;">SHERIFF</p>	<p>CASE NO: SERB 05-MED-06-0709 SERB 05-MED-06-0710 SERB 05-MED-06-0711 SERB 05-MED-06-0712</p> <p>CONCILIATOR: JOHN S. WEISHEIT</p> <p>HEARING DATE: December 13, 2005</p> <p>AWARD ISSUED: January 5, 2006</p>
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**REPRESENTATION
by**

<u>Employer Representatives</u>	<u>Union Representatives</u>
Richard Gortz, Consultant/Negotiator Jeremy Iosur, Consultant	Justin Burnard, Attorney Mike Cooksey, Command Rep. Ruth Gooden, Dispatch Len C.. Schnell Correction Joseph Demaria, Correction

AUTHORITY

This matter was brought before Conciliator John S. Weisheit, in keeping with applicable provisions of ORC 4117 and related rules and regulations of the Ohio State Employment Relations Board. The matters before the Conciliator are for determination based on merit and fact according to the provisions of ORC 4117.

BACKGROUND

The Huron County Sheriff, hereinafter called the “Employer” and/or the “Sheriff”, recognizes the Ohio Patrolmens Benevolent Association, hereinafter called the “Union” and/or “OPBA”, for all full-time employees in the classification of (1) Correction Officer & Corporal; (2) Captain, Lieutenant, Sergeant, Dispatch Sergeant; (3) Patrol Officer, Patrol Corporal, Juvenile Investigator, Process Server; and (4) Dispatcher or Jail Assistance Officers. The named job classifications constitute the four (4) bargaining units, each with a respective labor agreement with the Employer. There are a total of about 45 employees in the four bargaining units. Each respective agreement includes a wage re-opener provision regarding wages and compensation.

The parties entered into multi-unit bargaining under the terms of the re-opener provisions. Failing to reach agreement in the course of good faith bargaining, the matter was moved to Conciliation. The Conciliation Hearing was convened December 14, 2005, at the Huron County Sheriff’s complex at Norwalk, Ohio. The parties complied in a timely manner with all procedural filings prior to the Conciliation Hearing. By stipulation of the parties, the Conciliator was authorized to render a “last-best offer” determination on a Contract by Contract basis in keeping with rules and procedures of ORC 4117.

The Conciliation Hearing was closed after each party indicated they had no additional documents or testimony to present and acknowledged having had ample opportunity to present evidence considered relevant to their respective case.

In compliance with ORC 4117.14(C)(4)(e), and related rules and regulations of the State

Employment Relations Board, the following criteria were given consideration in making this Award:

1. Past collectively bargained agreements between the parties;
2. Comparison of the 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, 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;
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 public service or in private employment.

This Report is based on facts provided in document and testimony introduced at the Hearing and in keeping with statutory consideration cited above.

ISSUE AT IMPASSE

The matter before the Conciliator is the single issue of wages and compensation. Each is addressed in relevant terms to the respective bargaining unit as set forth in each respective collective bargaining agreement.

It is understood all terms of the respective Contracts will otherwise remain unchanged for the duration agreed to, June 30, 2007. The only change in contract terms will be the specific terms before the Conciliator under terms of the re-opener provision and before this Conciliator addressing the matter of wage and compensation issue as set forth in Article 24 of the respective collective bargaining agreements.

Employer Position

The Employer's last proposal is to raise the current rate of pay, effective January 1, 2006, by 3% and effective January 1, 2007, said wage schedules would be increased by another 3%.

Union Position

Each OPBA bargaining unit has brought forward into its wage proposal an increase in the base wage provision with bi-annual increases January 1, 2006, and July 1, 2006. The wage provisions for Corrections Officers, Corporals, Dispatchers, Jail Assistance Officers, and Patrol Officers, Process Servers, Patrol Corporals and Juvenile Investigators include revision of the respective wage schedules from the current single step to 5-annual wage steps.

The respective bargaining unit proposals reflect a base wage increase estimated at 4 - 5.65% January 1, 2006, and being increased 4 - 4.75% as of July 1, 2006. In addition, two (2) of the bargaining unit proposals increase the number of steps in the basic wage schedule from 1 to 5.

DISCUSSION

There is no refuting the claim that general fund revenues in the preceding years have been limited. The parties entered into the current Agreements with a wage freeze in effect for the initial year and a re-opener on wage and compensation thereafter until the expiration of the respective Contracts.

Both parties have entered general terms into their argument regarding the economic conditions in this matter. Each party has indicated anticipation of an increase of income within the coming year.

While each party expresses a projected increase in general fund income during 2006, the Employer expresses a less optimistic prediction. The Union's position reflects a significant cost difference for the respective bargaining units increase than that put forth by the Employer. Each bargaining unit proposal differs in structure and estimated cost. The proposed pay rate for command officers is based on pay rates of Road Officer/Deputy Sheriff. Economic projections were not introduced by the Union at the Hearing.

There was no convincing economic evidence introduced by the Union to counter that submitted by the Employer. The cost of the OPBA wage increase includes a number of cost factors in addition to the cost associated with a base wage increase. The base cost increase of the Sheriff's proposal is an across the board 3% increase January 1, 2006, and a 3% increase effective January 1, 2007.

The Union notes the Contracts expire June 30, 2007. Therefore, wage increases would only apply for a matter of 18 months. It is recognized that the employees have forgone wage increases in 2004 and 2005. It is also understandable that the Union seeks to attain a competitive wage having forgone a wage increase during the past two years.

It is noted that the parties agreed in the year's that the wages were not increased due to the limited funding situation, such sacrifice reduced and/or avoided lay offs in bargaining unit ranks.

The Union notes in calendar year 2005 the general fund revenue "appears" to be improving. However, at this time it offers no convincing evidence that the stability or increases in general revenue funds is significantly greater than the figures introduced by the Employer. This results, in part, from the fact that the projections offered are based on current fiscal year estimates. However, it does offer evidence to support availability of funds to finance the significant wage and compensation proposal set forth by the OPBA.

The Union cites public news sources as its base of contention of increased funds and that wage increases were available and forthcoming. Yet, such is neither considered an authoritative or persuasive source.

The Union wage and compensation proposals collectively include a number of cost factors that significantly increase the cost beyond the Employer's proposal. The OPBA's collective proposals are front-loaded. Increased cost will compound to a much greater degree due to the wage increases in fiscal year 2006. The compounding cost effect in calendar years 2006 and 2007 is not supported with convincing fact or reliable evidence that reasonably convince this Conciliator of the availability of necessary funding. Absent such convincing documentation or facts there is no basis to hold that the Union's last offer is the last best offer either on a unit by unit basis nor in its totality.

There is no evidence offered that supports treating members of one bargaining unit differently than another. In a last best offer situation, the Conciliator is without authority to modify the final offer of the Union to reflect an equal equation in this matter.

While wages were frozen, the bargaining units experienced limited reduction in staffing levels. Such was the understood sacrifice in not seeking wage increases during the most trying times.

It is recognized that certain employee groups were not affected by the fiscal short falls during the 2003 - 2005 period of time. Their financial funding for wages includes sources not available to fund the Sheriff's Department employees. Their expectation of a fiscal return in wages was elevated by public news stories and individual political reports projecting an ever improving economic condition. Such sources may make "good press" but not good facts for persuasion in the bargaining process.

Considering all expressed or referenced matters in the preceding, it is concluded that the Employer's last proposal is the best offer to be included in the respective bargaining unit Contracts.

CONCILIATOR'S DETERMINATION

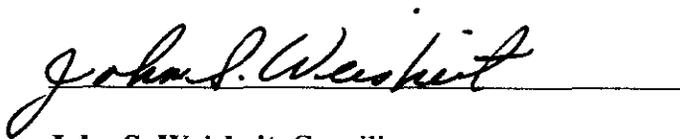
It is hereby determined that the Employer's last offer of increasing the wages by three percent (3%), effective January 1, 2006, and increasing said wages three percent (3%), effective January 1, 2007, is the appropriate choice for each and all bargaining units herein represented.

TOTALITY OF AGREEMENT

This will affirm the foregoing report, consisting of **9 pages**, includes the findings and determination as set forth in this Award by the below signed Conciliator.

To the best of my knowledge, said Report and its included recommendations complies with applicable provisions of ORC 4117 and related Rules and Regulations adopted by the State Employment Relations Board.

I therefore affix my signature at the City of **Galion**, in the County of **Crawford**, in the State of **Ohio**, this date of **January 3, 2006**.

A handwritten signature in cursive script, reading "John S. Weisheit", is written over a horizontal line.

John S. Weisheit, Conciliator