

IN THE MATTER OF CONCILIATION
BETWEEN

2008 MAY -5 A 10: 17

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|---------------------------|---|-------------------------------------|
| OTTAWA COUNTY SHERIFF'S |) | CASE NO. 86 -MED-09-0834 |
| OFFICE |) | 07 |
| |) | |
| AND |) | <u>OPINION AND AWARD</u> |
| |) | |
| FRATERNAL ORDER OF POLICE |) | |
| OHIO LABOR COUNCIL, INC. |) | |

JAMES M. MANCINI, CONCILIATOR

APPEARANCES:

FOR THE FOP

Jackie A. Wegman
Staff Representative

FOR THE EMPLOYER

Lori F. Torriero
Attorney at Law

SUBMISSION

This matter concerns conciliation proceedings between the Ottawa County Sheriff's Office (hereinafter referred to as the Employer or Sheriff) and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the FOP or Union). The State Employment Relations Board (SERB) duly appointed the undersigned as conciliator in this matter. Conciliation proceedings were conducted on April 15, 2008 in Port Clinton, Ohio.

The bargaining unit involved herein consists of all full-time employees in the classification of Road Deputy. There are approximately sixteen employees in the bargaining unit consisting of thirteen Deputies in the Road Patrol Unit and three Detectives.

This conciliator in resolving the dispute by selection between each of the parties final settlement offers has taken into consideration the criteria set forth in Ohio Revised Code Section 4117.14(G)(6)(7). Therefore, this conciliator after carefully reviewing all of the evidence and arguments presented by the parties hereby submits his opinion and award with respect to the outstanding issues.

1. WAGES

The Employer proposes that there be a 3% wage increase in each year of the Agreement with the first year being retroactive to January 1, 2008. The FOP's proposal adopts the recommendation made by the fact-finder herein which modified the Wage Scale by adding a step in the second and third year of the Agreement. Under the FOP's proposal, the starting wage would remain the same, but other bargaining unit members would receive a 4% increase retroactive to January 1, 2008 in the first year of the Agreement. Road deputies and detectives would receive an additional 3% increase in wages in the second and third year of the Agreement under the FOP's final offer.

The Employer argues that its final wage offer is reasonable given the County and Sheriff's budgetary constraints. Due to cutbacks at both the federal and state levels, General Fund revenues have stayed relatively flat in recent years. However, the Employer points out that expenditures have risen dramatically during the past five years. As a result, its year end General Fund balance for 2007 fell below that recommended by Moody's for bond rating purposes. It would be fiscally prudent to maintain a good General Fund balance so that monies would be available to fund unexpected expenditures in the Sheriff's Department. The Sheriff testified that the increase in gasoline prices alone could add about \$25,000 to its expenditures for the current year.

The Employer further maintains that the wage increases sought by the FOP would exceed those provided to the dispatchers and sergeants in the Sheriff's Department. In addition, other county non-bargaining unit employees received 3%

increases for 2007 and 2008. The Employer further notes that 3% wage increases have been the norm for sheriff department employees in the region. It cites a SERB wage report in support of its position. It points to three comparable sheriff departments which are now facing financial difficulties for a variety of reasons including the need to replace vehicles. Similar cost concerns may soon be facing the Ottawa County Sheriff. Therefore once again, the Employer argues that it must be fiscally prudent in providing wage increases for the bargaining unit members here.

The Employer stated that it basically objects to the FOP's proposal for two reasons. First, the effective rate of the wage increase under the FOP's proposal would actually exceed 3% in the final two years of the Agreement. This is due to a step being added to the wage scale. Moreover, the Employer disputes the FOP's contention that there is no need for an increase in the starting wage for deputies. The Employer believes that such an increase is needed for recruiting purposes.

The FOP contends that the wage increase it proposed including the new wage scale will allow bargaining unit members to stay economically competitive with their counterparts in surrounding departments. The FOP notes that the fact-finder in making his recommendation herein recognized that long term employees or those deputies at the top step are under compensated compared to others and as a result he devised a wage scale that addresses this inequity. At the same time, it was shown that the starting pay greatly exceeds that found in neighboring jurisdictions. As a result, it was reasonable for the fact-finder to extend the wage scale an additional year, to freeze the starting pay, and

grant an increase of 4% effective January 1, 2008, and an additional 3% for January 2009 and 2010.

The FOP further points out that other employees in the Sheriff's Office received increases which exceeded the 3% proposed by the Employer in this case. With respect to the dispatchers unit as well as the sergeants and corrections officers, they each received wage increases of 3% plus \$.05 per hour for wearing a pager.

The FOP maintains that the County has the ability to fund the Union's wage proposal. The FOP notes that the County not only has had healthy year end balances in the General Fund, but has seen its investment income increase over recent years. The FOP further points out that the deputies in Ottawa County work in a unique geographical area where the typical summer weekend population swells to well over 250,000. The road deputies must cover a large geographic area which poses additional dangers. Given the County's ability to fund the FOP's wage proposal, and considering the additional responsibilities for the deputies, the FOP submits that its final offer is reasonable and should be adopted.

ANALYSIS – After careful review of the arguments and evidence presented by the parties, this conciliator selects the Union's final wage proposal. That is, there is to be a modified wage scale which would add a step in the second and third years of the Agreement. For the duration of the Agreement, the starting wage would remain the same but other bargaining unit members are to receive a 4% wage increase retroactive to January 1, 2008 in the first year of the Agreement. Road deputies and detectives shall

also receive an additional 3% increase in wages in the second and third years of the Agreement. Such wage increases as well as the modified wage scale are identical to that recommended by the fact-finder herein.

This conciliator finds that wage comparables support the FOP's final offer. First, it was shown that the top pay for a deputy in Ottawa County is approximately \$700 less per year than the top wage of deputies in other comparable counties. As the SERB Wage Report indicates, the top wage for a road deputy here of \$40,019 falls below the average maximum salary for deputies in comparable jurisdictions of \$40,712. In contrast, the average starting wage for deputies in Ottawa County of \$37,460 greatly exceeds the average starting wage for deputies in comparable counties of \$32,274. Therefore, the wage comparables clearly show that the starting wage for new hires for deputies in the Ottawa County Sheriff's Office is much higher than the average starting wage, whereas the top pay falls relatively below the average in comparable jurisdictions. As a result, it would be reasonable to provide for a greater increase in wages for those employees at the top of the wage scale and to freeze the starting wage for deputies in Ottawa County. This is exactly what the fact-finder recommended herein and that which the FOP has proposed in its final wage offer.

Moreover, comparable evidence establishes that bargaining unit members reach the top level of the pay scale in twelve months. In comparison, deputies in other similar county sheriff departments typically take several years to reach the top of the wage scale. Such comparable evidence provides support for the restructuring of the wage scale as

found in the FOP's final wage offer and which again was recommended by the fact-finder. That would include the adding of another step at the top of the wage scale. It should be noted that a provision is to be included to make sure that any employee who may not be at the top of the pay scale at the time of this conciliator's award would not lose out as a result of the change in the wage scale but rather would be entitled to receive at least a 3% increase in each year of the Agreement.

Moreover as the fact-finder noted, other bargaining units in the Sheriff's Department received wage packages which "slightly exceeded 3%." The sergeants and corrections officers received wage increases of 3% plus an additional five cents per hour for wearing a pager. A similar pager pay stipend was also provided to the dispatchers. Evidence indicating that other bargaining units received slightly more than a 3% increase in terms of cost to the Ottawa Sheriff provides further support for the Union's final wage proposal made in the instant matter. Considering the new wage scale together with the freeze on starting wages for the duration of the Agreement, it is apparent that the cost of the FOP's final wage offer would be only slightly above that of the Employer's wage proposal.

This conciliator has further determined that the Employer has the ability to finance the FOP's final wage offer. It was shown that the County's General Fund had a balance of approximately 2.9 million dollars at the end of fiscal year 2007. There has been an increase in the year end General Balances over the past three years. While the Employer maintains that there could be cutbacks in state funding and possible increases

in certain Sheriff Department expenditures, the evidence presented failed to clearly demonstrate that Ottawa County will be facing any serious budgetary challenges in the near future. Moreover, it was shown in this case that the additional cost of the FOP's wage proposal would be only slightly more than that of the Employer's wage offer. As the fact-finder noted, depending upon turnover in the Sheriff's Department, it may be that the cost of the wage package proposed by the FOP could "even be less" than that proposed by the Ottawa Sheriff. It is apparent from the financial data submitted that the County in this case has the ability to finance the wage increases which this conciliator finds to be appropriate in the instant matter.

In summary therefore, this conciliator has determined that the FOP's final wage offer which incorporates the recommendation made by the fact-finder herein is fair and reasonable. The fact-finder correctly determined that long-term employees at the top of the wage scale are under compensated. As a result, he properly devised a wage scale that sets forth an additional step for those employees. Comparable evidence also supports the FOP's proposal to freeze the starting pay for the three year term of the new Agreement. The evidence further indicates that the County has the ability to finance the FOP's final wage offer.

A W A R D

This conciliator hereby awards the FOP's final wage offer as more fully set forth in Attachment A.

ATTACHMENT A

ARTICLE 24
WAGES AND COMPENSATION

SECTION 24.1 Employees in the bargaining unit consisting of Road Deputies and Detectives will be paid based on the following base hourly rates.

| | Effective January 1, 2008 | Effective January 1, 2009 | Effective January 1, 2010 |
|-------------------------------------|------------------------------|------------------------------|------------------------------|
| Starting Patrol Non-Certified | 18.01 | 18.01 | 18.01 |
| After 6 months service | 19.28 | 19.28 | 19.28 |
| After 12 months service | 19.99 | 20.19 | 20.59 |
| After 24 months service | | 20.59 | 21.21 |
| Starting Patrol Certified | 18.84 | 18.84 | 18.84 |
| After 6 months service | 19.77 | 19.77 | 19.77 |
| After 12 months service | 20.01 | 20.21 | 20.61 |
| After 24 months service | | 20.61 | 21.23 |
| Civil Deputy | 20.01 | 20.61 | 21.23 |
| Civil Deputy Administrative Aide | 20.01 | 20.61 | 21.23 |
| Detective | 22.11 | 22.77 | 23.45 |

Notwithstanding the foregoing, no employee within the bargaining unit at the time of ratification shall receive less than an increase of three percent (3%) each contract year.

2. PAGER AND ON CALL PAY

The FOP proposes that there be a provision whereby a flat rate of sixteen dollars per week be provided to the one on-call detective. The Employer opposes such a provision. It should be noted that the FOP does not propose any increase in the current Pager Pay Provision which states that employees who are required to carry a pager are to receive a stipend of five cents per hour for wearing the pager.

The FOP argues that the detectives who are on call suffer a loss of liberty and restrictions on outside activities should be compensated more than a deputy who simply is required to carry a pager. The FOP points out that the Sheriff Office Detective Bureau is not manned 24/7 which means that one of the three detectives is to be available to respond to emergencies from their home on weekends, holidays or night hours. This duty is rotated weekly between the detectives. The FOP submits that its proposed provision of sixteen dollars per week for the one on-call detective is reasonable.

The Employer submits that there is no basis for providing additional compensation to the Sheriff Department detectives. The County agreed in the recently settled contracts with corrections officers, sergeants and dispatchers that all employees who carry pagers would receive five cents per hour for all hours worked. This provided parity with the deputies. The Employer notes that deputies are not on-call in the traditional sense. The only reason that all Ottawa County Sheriff employees carry pagers is because of the possibility of an event at the Davis-Besse Nuclear Power Plant.

ANALYSIS – This conciliator finds that the evidence presented fails to support the FOP’s final offer with respect to pager and on-call pay. There was insufficient basis established for a flat rate of sixteen dollars per week for the one on-call detective. As the Employer points out, all deputies including detectives currently receive five cents per hour for carrying a pager. The on-call detective would of course receive this amount of pager pay. There simply was no clear showing made that there was any justification for providing the on-call detective with an additional sum over and above the pager pay currently provided for in the contract. The evidence does not support the FOP’s proposal or the fact-finder’s recommendation that a premium of sixteen dollars per week should be provided to detectives for on-call pay.

A W A R D

With respect to Pager and On Call Pay, this conciliator adopts the Employer’s proposal to retain current language.

ARTICLE 45

PAGER AND ON CALL PAY – No change, current language.

CONCLUSION

In conclusion, this conciliator hereby renders his Award on each of the outstanding issues presented. Further, the parties are to incorporate into their final Agreement the previous tentative agreements reached during negotiations.

APRIL 29, 2008



JAMES M. MANCINI, CONCILIATOR