

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

**\*\*CORRECT #\*\* 2014-MED-09-1346**

In the matter of	*	SERB # 14-MED-10-1346
	*	
	*	
Conciliation between:	*	Conciliator:
	*	
Lucas County Sheriff's Office	*	Martin R. Fitts
	*	
and	*	
	*	
Local 12, UAW (Command Unit)	*	April 24, 2015
	*	
	*	
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**AWARD OF THE CONCILIATOR**

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**APPEARANCES**

For Lucas County Sheriff (the Employer):  
 Brenda G. Meyer, Assistant County Prosecutor  
 William Talbott, Chief Deputy  
 Kevin Helminski, Director of Finance & Operations  
 Don Atkinson, Captain

For the United Auto Workers (the Union):  
 Linda Neundorfer, International Representative  
 Aaron Nolan, Director of Inmate Services  
 Robert Boggs, Sergeant  
 Matt Leuttke, Lieutenant  
 Shari Olm, Sergeant

## PRELIMINARY COMMENTS

The bargaining unit consists of the approximately 51 Sergeants, Lieutenants, and Captains and equivalent command officers in the Lucas County Sheriff's Office. The Lucas County Sheriff's Office (Employer) and UAW Local 12, Command Unit (Union) were unable to reach agreement on all issues during the course of negotiations and proceeded to conciliation on one unresolved issue. That issue, Article XXV, Rates of Pay and Appendix A, Wage Schedule Wages, is tied by the Employer to the removal of current contract provisions removal of a second provision of the collective bargaining agreement found in Article XXI, Section 10, Command Officer Supervisory Allowance.

The parties agreed to a mutual dispute resolution procedure (hereinafter "MAD"), in compliance with Ohio Revised Code Section 4117.14 (C) (1), Ohio Administrative Code Section 4117-9-03, and all other provisions of the law which serve to render the following MAD fully binding and enforceable upon both parties. The Parties agreed as follows:

- 1) The parties jointly selected Martin R. Fitts as the Conciliator.
- 2) The parties agreed not to utilize the mediation and fact finding procedures and proceed directly to conciliation.
- 3) Conciliation was to be held on April 10, 2015. The conciliator was to conduct the hearing in accordance with the procedures set forth in Ohio Revised Code Section 4117.14 (D) (1) and (G) and Ohio Administrative Code Section 4117-9-06, to the extent applicable.
- 4) Issues tentatively agreed upon and initialed by the parties in the course of negotiations shall be deemed agreed, and shall not be submitted to the conciliator.
- 5) The only issues to be submitted to conciliation are wages and command pay.
- 6) The parties provided the conciliator with the contract language they proposed on each issue and a statement supporting their position in regard to all proposed language at least one business day before the conciliation hearing.

- 7) The conciliator shall issue a report within fourteen (14) days after the closing of the hearing. The report shall include a final and binding determination of the contract language on each issue and a rationale for the determination.
- 8) The MAD was filed with the State Employment Relations Board after its execution by signature of the duly authorized representatives of both parties.
- 9) The parties may mutually agree to extend any and all time limits set forth herein.

In rendering this Conciliation Award, the Conciliator has given full consideration to all testimony and exhibits presented by the parties. In compliance with Ohio Revised Code, Section 4117.14 (G) (7) and Ohio Administrative Code Rule 4117-9-06 (H), in making this Award the Conciliator selected, on an issue-by-issue basis, from between each of the party's final settlement offers, taking into consideration the following:

- (1) Past collectively bargaining agreements, if any, between the parties;
- (2) Comparison of the 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; and
- (6) Such other 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.

## **EXHIBITS**

- Joint Exhibit 1: Collective Bargaining Agreement (1/1/2012 – 12/31/2014)
- Union Exhibit 1: Wage Matrix Comparisons  
Union Exhibit 2: Newspaper article – sales tax increase  
Union Exhibit 3: Command Officer Supervisory Allowance
- Employer Exhibit 1: Spread sheet listing current command officers & compensation

## **ISSUES AND AWARD**

### **Issue: Article XXV, Rates of Pay and Appendix A, Wage Schedule Wages**

#### Positions of the Parties

The Union proposed that Article XXV of the collective bargaining agreement be amended to provide that the base rate of pay for Sergeants shall be 20% higher than the top step of the Law Enforcement Deputy Sheriff salary rate schedule, the wage rates shall reflect a 10% rank differential between the base pay of Sergeants and Lieutenants, and that the wage rates shall reflect a 7% rank differential between the base pay of Lieutenants and Captains.

In concert with its proposal for Article XXV, the Union proposed that Appendix A – Wage Schedule be amended to read as follows:

<b>Lucas County Sheriff's Office Command Wage Chart</b>					
<i>Classification</i>	<i>Effective Date</i>	<i>0-14 Years</i>	<i>15-21 Years</i>	<i>22-25 Years</i>	<i>25+Years</i>
Sergeant	1/1/2015	\$28.57	\$29.29	\$29.58	\$30.02
Lieutenant	1/1/2015	\$31.43	\$32.21	\$32.54	\$33.03
Captain	1/1/2015	\$33.63	\$34.47	\$34.81	\$35.34

The Union position also calls for the retention of Article XXI, Section 10, Command Officer Supervisory Allowance, which provides for a \$390 command officer supervisory allowance to be paid to each member of the bargaining unit, with that allowance to be paid January 1, 2015.

The Employer position is that it can agree to the UAW's wage proposal only if it is tied to the removal of a second provision of the collective bargaining agreement at issue, that is, the Command Officer Supervisory Allowance. Therefore the Employer conditionally proposed the same new language to Article XXV, Rates of Pay and (2) Appendix A, Wage Schedule as proposed by the Union, but its wage proposal was conditioned upon the removal of Article XXI, Section 10, Command Officer Supervisory Allowance, which provides for a \$390 command officer supervisory allowance to be paid to each member of the bargaining unit.

Employer Argument

The UAW proposed during negotiations that the wage scale be tied to the Non-command bargaining unit wage scale to avoid the issue in negotiations of which bargaining unit negotiates first. The Employer agreed that it sees the value in that position, but noted that the initial cost of the UAW's proposal is significant. There are fifty-one members in the bargaining unit impacted by the UAW's proposal. The UAW's proposal would start the Sergeant's pay scale at 20% above the top of the non-command pay scale. The Lieutenant's pay scale would start at 10% above the Sergeant's pay scale

and the Captain's pay scale would start at 7% above the Lieutenant's pay scale. The increases per employee to adopt the new pay scale would range from a 2.14% increase in wages to a 2.63% increase in wages. Additionally, as the Non-command bargaining unit negotiated a 1.5% pay increase in 2015, this increase would be added to the salary scale adjustment resulting in Command bargaining unit employees receiving from a 3.66% increase to a 4.17% increase for 2015. The total additional cost for bargaining unit salaries for 2015 would be \$117,997.62.

If the Command bargaining unit is granted the new pay scale, the Employer argued that they are essentially being compensated for being a command officer with the pay scale. If they are able to retain the Command Pay Supervisory Allowance in addition to the new pay scale, they would receive the financial benefit of being a command officer under two separate provisions of the collective bargaining agreement. Each command officer receives \$390 per year for the Command Pay Supervisory Allowance. This amount equals \$19,890 per year. It is anticipated that the UAW will attempt to increase this amount in future negotiations. This amount is significantly less than the cost of the new wage scale, but ending the Command Pay Supervisory Allowance would reduce the overall cost to the Employer.

The Employer argued that adopting the proposed pay scale will be at a significant cost to the employer. The Command Pay Supervisory Allowance is an additional cost to the Employer. Further, providing both would essentially reward the bargaining unit members for being command officers twice. Therefore, the Employer requested that the Conciliator adopt the new pay scale above, but remove the Command Pay Supervisory Allowance from the collective bargaining agreement.

### Union Argument

The Union argued that the Command Supervisory allowance provided for in the current collective bargaining agreement exists because the employer has recognized the unique

nature of the service performed by the Command staff of the Lucas County Sheriff's Office, and provided compensation for the responsibilities associated with the positions within the Command bargaining unit.

The Union stated that payment of the Command Supervisory Allowance is a long standing practice that has been part of the collective bargaining agreement since it was first negotiated in 2003. The job responsibilities of the members of the Command bargaining unit have been consistently expanding ever since 2003.

The Union argued that responsibilities have also increased for Command Staff as staffing levels have been decreased in the Non-Command bargaining unit. It noted that the recommended "span of control" is 1 supervisor for every 5 reporting elements according to the National Incident Management System. (NIMS sets standards for large scale law enforcement operations.) The ratio of Sergeants to line staff at LCSO is 1 to 14. (375 divided by 27 Sergeants). In the jail the ratio is highest at 1:30; and ratio is 1 to 6 in Communications the lowest.

### Discussion

The Union offered a compelling argument for the retention of the Command Supervisory Allowance when it provided testimony that this provision has been in the parties' collective bargaining agreements for more than 10 years. This was supported by the testimony of Employer witnesses Kevin Helminksi and Capt. Atkinson.

The Employer argued that the new pay matrix provides bargaining unit members with wage rates that incorporate recognition of their command duties, and that this renders the existing Command Pay provisions as unnecessary. There is a flaw in that logic. Previous collective bargaining agreements also provided for wage rates that were higher than those found in the Non-command unit collective bargaining agreement. One could argue that the wage differential in previous years also rendered the Command Supervisory

Allowance provisions as unnecessary. Yet the parties saw fit to include the Command Supervisory Allowance provisions in every agreement they have negotiated in addition to having those agreements provide higher wages to the Command Unit. In fact, the testimony was that the Command Supervisory Allowance provisions have increased in dollar value over time. Clearly the parties have seen value in expressly recognizing “the unique nature of the services performed by the Command Officer Supervisors, and to compensate for the constant occupational stress of their duties.”

Just as clearly, the parties have consistently provided a financial benefit to the Command unit in two parts of all their previous agreements, by paying wages at a higher rate than paid to the Non-command unit, and by paying the separate Command Supervisory Allowance. Although the Employer argued against essentially paying twice for command responsibilities, the reality is that the parties have done so in every collective bargaining agreement they have reached in the past.

It is reasonable, then, to assume that as they negotiated the proposed pay spread, both parties were aware of the Command Pay provisions in the current agreement, just as they would have been aware of all the other provisions of the collective bargaining agreement that provide direct economic benefits to the Command unit employees. Further, it is reasonable to assume that all of these economic benefits provided for in the current agreement were factored into the parties’ determination of what they considered to be a proper spread in wages between Deputies & Sergeants, Sergeants & Lieutenants, and Lieutenants & Captains.

The Employer argued that the initial costs of the new pay matrix are significant. However, as Union Exhibit 1 demonstrates, the proposed spread is consistent with similarly sized counties and also with the largest city within Lucas County itself (Toledo.) The Conciliator finds the spread to be appropriate. Further, the Conciliator is satisfied that the initial costs will be outweighed over time as the Employer benefits from the ease of future negotiations with its bargaining units not being bogged down by determining which of the Command and Non-Command units bargains wages first.

The testimony of Mr. Helminski, and the data provided on Employer Exhibit 1, show that the cost of maintaining the Command pay provisions is only \$19,890. Further, Mr. Helminski testified that the Sheriff's Office budget was put together without consideration of the Lucas County sales tax increase that has since been implemented. Given the size of the Sheriff's Office total budget, the \$19,890 to continue the Command pay in the new agreement is not a significant burden to the Employer.

As noted in the Preliminary Comments above, the Conciliator is to consider the past collectively bargained agreements that the parties have had. As all of the previous agreements have included a provision for a Command Supervisory Allowance, this Conciliator finds this to be a compelling argument in favor of retention of this provision.

Further, the conciliator is to consider the ability of the public employer to finance the issues proposed. The fact is that the total cost to the Lucas County Sheriff's Office of the Command Supervisory Allowance is minimal. The County has recently increased its sales tax which will ensure adequate funding for the Sheriff's Office in the life of this Agreement.

#### Award

Based on the above, the Conciliator believes that the Union's proposal is fair to the bargaining unit employees, and fair to the taxpaying public.

Therefore, the Conciliator awards the Union's proposal, such that Article XXV – Rates of Pay of the contract should read as follows:

**ARTICLE XXV – RATES OF PAY**

The base rate of pay for Sergeants shall be 20% higher than the top step of the Law Enforcement Deputy Sheriff salary rate schedule. Wage rates shall reflect a 10% rank differential between the base pay of Sergeants and Lieutenants. Wage rates shall reflect a 7% rank differential between the base pay of Lieutenants and Captains.

**Appendix A**

**Wage Schedule**

<b>Lucas County Sheriff's Office Command Wage Chart</b>					
<i>Classification</i>	<i>Effective Date</i>	<i>0-14 Years</i>	<i>15-21 Years</i>	<i>22-25 Years</i>	<i>25+Years</i>
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Captain	1/1/2015	\$33.63	\$34.47	\$34.81	\$35.34

Further, the Conciliator awards the Union’s proposal, such that Section 10, Article XXI – Miscellaneous Provisions of the contract should read as follows:

**ARTICLE XXI – MISCELLANEOUS PROVISIONS**

Section 10. Command Officer Supervisory Allowance

To give recognition to the unique nature of the services performed by the Command Officer Supervisors, and to compensate for the constant occupational stress of their duties, each employee shall receive payment in the sum of:

January 1, 2015 - \$390.00

The County will make every effort to pay the law enforcement service factor allowance as soon as possible.

The above represents in total my Award in this matter.



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Martin R. Fitts, Conciliator  
April 24, 2015

**Certificate of Service**

I hereby certify that an exact copy of this Conciliation Award was transmitted this day by email to Linda Neundorfer, UAW International Representative (lneundorfer@uaw.net), Brenda G. Meyer, Assistant Lucas County Prosecutor (bgmeyer@co.lucas.oh.us), and the State Employment Relations Board (MED@serb.state.oh.us).



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Martin R. Fitts, Conciliator  
April 24, 2015