

STATE EMPLOYMENT
RELATIONS BOARD
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STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
CONCILIATION REPORT AND AWARD
October 20, 1999

In the Matter of:)	
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)	
The Medina County Sheriff)	
)	98-MED-10-0963 ✓
and)	98-MED-10-0965
)	
The Ohio Patrolmen's Benevolent)	
Association)	
)	

APPEARANCES

For the OPBA:

S. Randall Weltman, OPBA Attorney
Thomas Kolonar, OPBA Director
James Crutchley, OPBA Director

For The Medina County Sheriff:

Gary Johnson, Chief Negotiator
Thomas Miller, Chief Deputy Medina County Sheriff's Office

Conciliator:

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Background

The parties to this Conciliation are the Medina County Sheriff and Ohio Patrolmen's Benevolent Association representing the Medina County deputy sheriffs and the deputy sergeants. The two sides held a series of negotiating sessions over a period of months, but were unable to reach agreement on a new contract. Consequently, they availed themselves of the dispute resolution procedures of ORC 4117 and scheduled fact-finding. The parties attempted to bridge the differences between their respective positions by having the fact finder act as a mediator, and two protracted mediation sessions were held on April 21, 1999 and May 18, 1999. The mediation effort was not completely successful even though a number of issues were resolved. Therefore, a formal fact finding hearing was held on June 18, 1999. Subsequently, the Fact Finder, Nels Nelson, issued his report and recommendations on the unresolved issues on August 6, 1999. The sheriff (county commissioners) voted to accept the report, but the union membership did not approve the proposed settlement; and the current conciliation is the result. The conciliation hearing was held on October 11, 1999 at the Medina County Sheriff's office. The hearing began at 10:00 A.M. and ended at 2:00 P.M. There are three outstanding issues that separate the parties: 1) health insurance payments, 2) vacation accrual rates, and 3) wages.

The Ohio Public Employee Bargaining Statute sets forth the criteria a conciliator is to consider in making recommendations. The criteria contained in Rule 4117-9-06(H) are:

- (1) Past collectively bargained agreements, if any.
- (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, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standards 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 the public service or private employment.

The report is attached and the conciliator believes that the discussion of the issues is sufficiently clear. If either or both of the parties require a further discussion, however, the conciliator would be glad to meet with one or both sides and discuss any questions that remain.

INTRODUCTION:

The parties are separated by a major philosophical difference. During the mediation effort prior to the fact finding hearing, the fact finder came to understand that the sheriff's department personnel perform three distinctly different functions. There is one group that performs the traditional duties subsumed under the heading "road deputy." There is a second group of "transportation deputies" that transport prisoners, guard the courthouse, etc. The third group works in the jail and performs functions similar to the

duties performed by corrections officers. Recognizing the reality of the situation in Medina County, the fact finder recommended three different raises for the employees.

The fact finder made his recommendation in light of the fact that the sheriff believes that the "road deputies" are somewhat underpaid when compared to officers in surrounding jurisdictions. By the same token, the belief is that the "transportation deputies" are somewhat overpaid when compared to others doing the same or similar tasks.

The third group of deputies, the ones who work in the jail, presents a different problem. Medina County built a new jail a few years ago. This necessitated a large increase in the corrections staff. Therefore, the county hired a significant number of corrections officers. These officers' pay is low when compared to other corrections officers throughout the northeast Ohio area. Consequently, the county is currently making an effort to upgrade the wage scale of the corrections staff. The problem arises because the deputies who work in the jail perform essentially the same functions as the corrections officers, but are paid significantly more. Recognizing this fact, the fact finder recommended no general wage increase for these deputies, rather he suggested a series of yearly "bonus" payments that would not be folded into the base wage.

The sheriff agreed with this recommendation and the county commissioners voted to accept the report. The union disagrees with this analysis. The union argues that all of the individuals in question have the same training and that all are sworn deputy sheriffs. The union believes that all deputy sheriffs should receive the same raise. It is this difference in outlook that separates the parties.

To sum up; the fact finder recognized that the sheriff's deputies performed different tasks. Moreover, he was convinced that some of the deputies were overpaid for the tasks performed when compared to other jurisdictions. Similarly, he was convinced that some of the deputies were underpaid. His recommendation was an attempt to correct these problems.

The union disagrees with this analysis. The union argues that all sworn deputies should get the same raise. The union believes that the fact finder's recommendation will create morale problems and drive a wedge between members of the same department. It should be noted in this context that the "road deputies", the group recommended for the largest raise by the fact finder, were instrumental in the rejection of the fact finding report. The union and its membership want all deputies to be treated the same in terms of a general wage increase.

This is the major issue between the parties. The other two issues, vacation accrual and health care payments, were discussed in detail, but the conciliator is convinced that if an agreement was reached on the wage scale, the parties would find a way to bridge their differences on these other issues.

Issue: Article XIV Vacations

Union Position: The union wants to maintain the current practice. That is, current language allows a deputy to immediately accrue an extra week on his/her anniversary date after five, ten, and twenty years without earning the week.

County Position: The county demand is that vacation must be earned before it accrues.

Discussion: The problem concerns the vacation accrual mechanism when a deputy moves into higher vacation accruals after five, ten, and twenty years as specified in article XIV. Currently, a deputy accrues an extra week of vacation on his/her anniversary date. It is not earned, i.e., it is a type of bonus payment. The county wants to change the language in the contract to insure that an employee earns vacation time before it is available for use. The county argues that the current language is not found in other contracts throughout northeast Ohio and is counter to standard industrial practice. In addition, the sheriff pointed out that this language is unique within Medina County. That is, all other county employees must earn their vacation before it accrues. The county believes that the current language in the sheriff's contract is unfair, and will cause (is causing) parity problems throughout the county.

The union argues that the current language is the result of prior negotiations and is the result of a tradeoff. Therefore, the union argues that the language should remain unchanged. The fact finder heard all of this discussion and agreed with the county's position. The conciliator agrees. Continuation of an unusual provision with no overriding reason is unwarranted. This is especially true in light of the fact that the contested language is different than the language contained in every other county contract.

Award: The county's position as stated in the fact finder's report is recommended.

Issue: Article XXII Insurance

Union Position: The union demand is the status quo, that is, no increase in medical care payments.

County Position: The county demand is for a \$5.00 increase per year for each year of the proposed contract in the premium sharing contribution. This is the fact finder's recommendation on this issue.

Discussion: This is an issue of first impression. The county wants its employees to pay an increased amount of the medical plan premium. The county did point out, however, that as a quid pro quo for this increase that it has agreed to double the amount of life insurance it provides to each employee. The county stated that the cost of these proposals was roughly equal. Therefore, the county believes that the overall cost/benefit ratio for the insurance package has stayed the same. The fact finder agreed with the county that this is a reasonable tradeoff. The conciliator agrees.

Award: The county's position as stated in the fact finder's report.

Issue: Article XXVIII Rates of Pay

Union Position: The union demand is that all department employees receive a 3.5% per year raise for each year of the proposed contract.

County Position: The sheriff accepted the fact finder's recommendation which specified different percentage raises for different employees (see the Introduction to this report.) Essentially, the fact finder's recommendation amounts to 3.5% for the entire department. It must be noted that the sheriff's final offer is for 3.5% for the department, but the distribution of raises is somewhat different than the fact finder's recommendation.

Discussion: The raise throughout the county for the coming years is 3.5% per year. The union believes that its membership should receive 3.5% and that all the deputies, regardless of duties, should receive the same raise. The union membership voted down

the fact finder's report to underline their determination to achieve this goal. On the other hand, the county argues that the actual duties performed should be considered.

Furthermore, the county makes the case that based on the actual work performed, some deputies are overpaid and some are underpaid. Additionally, the county strongly argues that the deputies who work in the jail must be paid similarly to the corrections staff because the two groups perform equivalent functions. The fact finder agreed with the county's argument and recommended different raises based on duties performed.

The testimony at the hearing indicated that the deputies who work in the jail are performing tasks often performed by corrections officers. An old axiom in industrial relations is, "equal pay for equal work." In this instance the corrections deputies are paid more than other individuals who perform the same function. In addition, both sides agree that it is possible for the corrections deputies to be assigned into either the road deputy category or transportation deputy category. Therefore, there is a way for these individuals to move into the higher pay grades, i.e., performance can lead to advancement. However, at this time equity considerations mandate that corrections deputies should be paid the same (similar) amount to the corrections staff.

The transportation deputies perform a variety of duties. They transport prisoners, guard public buildings, serve warrants, etc. The fact finder recommended a 3% per year raise for this category of deputy. The testimony presented at the hearing indicated that these officers perform some of the functions of a road deputy, and are often assigned into the road deputy job classification. The county believes that these officers are slightly overpaid for the functions they performed. However, the evidence does not show that these officers are paid an unusual amount considering the job performed. In addition, the

countywide average for all employees is 3.5% per year. In this instance there does not seem to be any reason to treat these deputies differently than other county workers.

The final category is the road deputy classification. These officers turned down the fact finder's recommendation of 4% per year in a show of solidarity with the other officers. The conciliator is tempted to recommend the 3.5% the officers seem to desire. However, the county made a convincing argument that these deputies are somewhat underpaid for the job performed when compared to other jurisdictions. As a result, the county wishes to raise these officers salary somewhat over the life of the contract.

In light of these facts, the fact finder crafted an agreement that stayed within the 3.5% range paid to all other county employees for the entire sheriff's department. But, he felt that the raise should not be a straight across the board increase, rather some deputies should receive more than 3.5% and some should receive less. The conciliator agrees with the fact finder that 3.5% for the department is reasonable given all the evidence. However, the conciliator believes that the distribution should be somewhat different than the recommendation of the fact finder. The conciliator believes that the corrections deputies' wages should be frozen for the life of the contract with no bonus payment. This is in realization that these officers perform the same duties as the corrections staff. Equals should be treated equally. The transportation deputies should receive 3.5% per year. The evidence presented at the hearing did not show that these officers' pay is out of line with the pay received by other area sheriff's deputies who perform similar functions, and the countywide average is 3.5%. Finally, the road deputies should receive the 3.5% base wage and a .25% adjustment as a way to raise their wage to a level somewhat more in line with the wages received by officers in other jurisdictions.

Award:Deputies Contract :

Section 28.01 Effective at the beginning of the first full payroll period in January 1999, all employees shall receive wages in accordance with the following pay schedules.

	<u>Deputy I</u>	<u>Deputy II</u>	<u>Deputy III</u>
Step I (start)	\$32,850	\$30,910	\$29,864
Step 2 (6 mo)	\$34,280	\$32,335	\$31,242
Step 3 (1 yr)	\$35,346	\$33,498	\$32,269
Step 4 (2 yrs)	\$37,043	\$35,090	\$33,904
Step 5 (3 yrs)	\$38,830	\$36,874	\$35,627

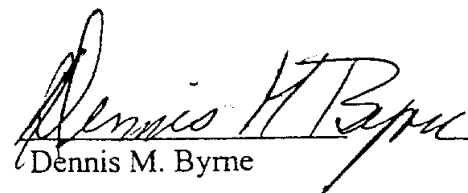
Section 28.02 Effective at the beginning of the first full payroll period in January 2000, all employees shall receive wages in accordance with the following pay schedules.

	<u>Deputy I</u>	<u>Deputy II</u>	<u>Deputy III</u>
Step 1 (start)	\$34,083	\$31,992	\$29,864
Step 2 (6 mo)	\$35,566	\$33,466	\$31,242
Step 3 (1 yr)	\$36,672	\$34,567	\$32,269
Step 4 (2 yrs)	\$38,432	\$36,318	\$33,904
Step 5 (3 yrs)	\$40,286	\$38,165	\$35,627

Section 28.03 Effective at the beginning of the first full payroll period in January, 2001, all employees shall receive wages in accordance with the following pay schedules.

	<u>Deputy I</u>	<u>Deputy II</u>	<u>Deputy III</u>
Step 1 (start)	\$35,361	\$33,111	\$29,864
Step 2 (6 mo)	\$36,900	\$34,638	\$31,242
Step 3 (1 yr)	\$38,047	\$35,776	\$32,269
Step 4 (2 yrs)	\$39,873	\$37,589	\$33,904
Step 5 (3 yrs)	\$41,797	\$39,500	\$35,627

All other language suggested by the Fact Finder shall be incorporated into the contract in its entirety.


Dennis M. Byrne