

STATE EMPLOYMENT
RELATIONS BOARD

APR 3 10 57 AM '00

IN THE MATTER OF CONCILIATION

BETWEEN

BELMONT COUNTY SHERIFF

AND

FRATERNAL ORDER OF POLICE/OHIO LABOR COUNCIL

BEFORE: Robert G. Stein, Conciliator

SERB CASE NO. 99 MED 08-0⁶795 & 0696

PRINCIPAL ADVOCATE(S) FOR THE UNION:

Rick Grochowski, Staff Representative
F.O.P./O.L.C.
807 Falls Avenue
Cuyahoga Falls, Ohio 44221

and

PRINCIPAL ADVOCATE(S) FOR THE SHERIFF:

John DeBonis, Labor Representative
Belmont County Engineer
101 W. Main St.
St. Clairsville, OH 43950

INTRODUCTION

The bargaining unit consists of approximately twelve (12) full time Sheriff Supervisors, Sergeants, and Captains and about forty-two (42) full-time Deputies. The Sheriff's department is responsible for providing total law enforcement for Belmont County, Ohio. Belmont County has a population of approximately 70,000 people and covers an area of 537 square miles.

The parties began bargaining for a successor agreement on November 10, 1999. The parties engaged in good faith bargaining and were able to resolve several issues. In spite of their efforts and the able advocacy demonstrated by Mr. DeBonis and Mr. Grochowski, the parties reached impasse and utilized fact-finding on January 5, 2000. The Fact-finder's report and the parties' efforts following the report resolved all but three (3) issues: wages, longevity, and shift differential.

The conciliation process began with a formal presentation by each party. However, during the conciliation process the Conciliator met with the parties (at their request) in separate caucuses and carefully assessed the position of each party. A concerted effort was made by the Conciliator to explore acceptable areas of resolution. Each party modified its position on each issue during the hearing without objection. After several hours, the Conciliator ended the mediation efforts without a formal agreement and reconvened the hearing. The Conciliator indicated to the parties that he would write an award on all of the issues. The parties and the Conciliator agreed that the Conciliator's award was to be issued no later than 30 calendar days from the close of the hearing.

In order to expedite this award, the parties requested that the Conciliator limit his rationale. In addition, the Conciliator shall save space and time by not restating the position of each party on each issue. Instead, the Conciliator shall refer to each party's position statement (UPS, Union and EPS, Employer).

CRITERIA

OHIO REVISED CODE

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

1. Past collective bargaining agreements
2. Comparisons of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved in with those related to public and private employers 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 employer to finance and administer the issues proposed, and the effect of the adjustments the settlement on the normal standard of public service;
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Such other factors, not confined to those listed in this rule, which are normally taken into consideration in the determination of issues submitted

to final offer, settlement through voluntary collective bargaining, mediation, fact-finding or other impasse resolution procedures in the public service or in private employment.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following decisions are made:

ISSUE 1 Article 29 Wages

Employer's Position

See EPS

Union's Position

See UPS.

Discussion

The Employer and the Union made a compelling case for the need to have substantive changes made to the salary structure. They both wanted to address the need to provide a competitive "across the board wage increase" and they wanted to seriously tackle the matter of internal inequities in salaries between and among like classifications. The case made by the Union's bargaining team members was persuasive, as was the case

made by the Jail Administrator, Allen Porter. The Conciliator also considered the 4% increase provided to other bargaining units in the county.

AWARD

The final position of the Union for a 3 year contract is awarded. See Appendix 1 for across the board wage adjustments and inequity increases that are to be retroactive to the first pay period of the current fiscal year. The hourly increases (HRLY INC.) are different for several classifications because they incorporate additional inequity adjustments spread over the three years of the contract.

Section 2 of the current language that addresses a 90% start rate shall be deleted from the contract, and all bargaining unit members that are newly hired shall begin their employment at the rate of pay identified in Appendix 1. Any current bargaining unit members who are at the 90% rate shall be brought up to the starting rate as of the first pay period of the current fiscal year.

The Letter of Understanding, which is part of the Union's final position, is awarded.
See Appendix 2.

ISSUE 2 Article 29 Longevity

Employer's Position

See EPS

Union's Position

See UPS

Discussion

The Conciliator, after carefully considering the position of each party, awards a longevity increase that represents a compromise. The Employer adjusted its position during the hearing to reflect a one cent per hour increase in longevity.

AWARD

The last position of the Employer is awarded. Longevity pay shall be increased to \$.03 per hour with no other changes to the current language of Section 2.

ISSUE 3 Article 29 Shift Differential

Employer's position

See EPS

Union's position

See UPS

Discussion

The Employer made a strong case for its need to change the method it pays shift differential. Secretary, Kay Heskett, forcefully and persuasively articulated the need to

change a system that results in numerous errors that must be continually corrected. The Union expressed its need to make sure that the lump sum system being proposed by the Employer was not going to result in placing any bargaining unit employee at a disadvantage. This Conciliator was convinced it would not have this result.

AWARD

The position of the Employer is awarded. Current Shift Differential pay is to cease with the pay period that ends March 25, 2000. The following language shall replace all of the current language of Section 4 on shift differential;


SECTION 4

All bargaining unit employees shall receive a \$250.00 shift differential payment in the last check of the fiscal year (December).

TENTATIVE AGREEMENTS

All tentative agreements reached by the parties prior to and during the Conciliation hearing are incorporated in this Award.

Respectfully submitted to the parties this 31st day of March, 2000.


Robert G. Stein, Conciliator

LETTER OF UNDERSTANDING

The undersigned parties mutually agree that wage equalization that occurred in the 2000 negotiations does not affect the selection process for assignments from the jail to the road and vice versa. The selection process and testing process shall remain in accordance with Article 14, Section 1 and 2 of the Agreement.

Involuntary reassignments from the road patrol to the jail and vice versa shall only be for just cause. This does not affect those bargaining unit employees who voluntarily move.

The parties also affirm that this Letter of Understanding does not alter the provisions of Article 14, Section 8, in regard to the Employer making temporary appointments.

For the Union

For the Employer

_____ Date

_____ Date

