

2000 DEC 14 A 9:54

In the Matter of Factfinding *

Between *

FOP/OLC *

and *

Columbiana County Sheriff *
Department *

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* SERB Case Numbers:
*
* 00-MED-09-0923, 0924, 0925,
* 0926

APPEARANCES: For FOP/OLC:

Hugh Bennett
Staff Representative
FOP/OLC
3076 Hillside Trail
Stow, OH. 44224-4791

For Columbiana County Sheriff:

John Barkan, Jr.
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INTRODUCTION: Pursuant to the procedures of the Ohio State Employment Relations Board a hearing was held in this matter before Harry Graham on December 8, 2000. At that hearing the parties were provided complete opportunity to present testimony and evidence. The record in this matter was closed at the conclusion of oral argument on December 8, 2000.

ISSUES: At the hearing the parties agreed upon the issues that are in dispute between them. Those issues are:

1. Wages
2. Special Working Conditions

3. Health Insurance

ISSUE 1, WAGES

POSITION OF THE UNION: The Union proposes that there be made wage increases of four and one-half (4.5%) in each year of the Agreement. These would take effect on January 1, 2001, 2002 and 2003. In support of this proposal the Union introduced "Benchmark" data from the Ohio State Employment Relations Board for each of the classifications involved in this proceeding. As the Union urges the data be interpreted, all classifications involved, eg. Deputies, Lieutenants, Sergeants, Radio Personnel and Clerical Personnel, in Columbiana County compare unfavorably with their counterparts elsewhere in the State. The data on this point are not susceptible of any other interpretation other than indicating the Columbiana County Sheriff's Department personnel are not properly compensated. Their pay is low compared to similarly situated employees elsewhere in the State.

The Union is aware that the Employer will plead "inability to pay." That argument had some validity in the recent past the Union acknowledges. Such validity as it had is no longer the case. County votes recently passed a 1% sales tax. This tax had been in place in the past and had been removed by the voters. Its restoration is estimated to generate about 5 million dollars per year for the County

General Fund. No bona-fide claim of inability to pay under these circumstances may be made. Consequently, it urges a recommendation that its proposal on this issue be adopted.

POSITION OF THE EMPLOYER: The Sheriff proposes that there be made a three (3.0%) percent wage increase January 1, 2001. After that, for January 1 2002 and 2003, it proposes that there be wage reopeners. No specific wage increase for 2002 and 2003 is proposed by the Employer, pending the outcome of the wage reopener bargaining it proposes.

As expected by the Union, the County makes a claim of inability to pay. The one-percent sales tax referenced above was rescinded by the voters for two years, 1999 and 2000. It has just been restored. Funds expected to be generated by the tax are not yet available. Due to the lack of funds the Sheriff's Department has laid off many employees. All aspects of its operation have been affected by the layoffs. Under these circumstances the Employer contends it is not reasonable for it to be contemplating wage increases when it is able to provide only a reduced level of services to its constituents given its staffing reductions.

Finally, the County points out that the long-time Sheriff is retiring at the end of 2000. It is proper that the incoming Sheriff be permitted to deal with the Departmental budget prior to imposing new, substantial costs on the

Department in the opinion of the Employer.

DISCUSSION: Examination of the data leaves no doubt concerning the pay status of Sheriff's Department employees in Columbiana County: they do lag behind their counterparts elsewhere in the State. The data on this point is unambiguous. It calls for an effort to be made to at minimum reduce the disparity between Columbiana County Sheriff's Department employees and employees of other Sheriff's Departments in the State. That finding does not require that the proposal of the Union be recommended without alteration. Rather, it calls for the County to make an effort greater than that which it brought to Factfinding in an effort to fairly compensate employees.

It is also the case that County finances, while soon to improve, have not yet done so. Revenue from the newly-enacted tax has not been received. Given the uncertainty over County finances the Factfinder recommends that there be a four and one-half (4.5%) wage increase January 1, 2001. This will represent a start at addressing the wage disparity alluded to above. It is also recommended that there be reopeners on wages only for 2002 and 2003. These reopener negotiations should be conducted per the dispute resolution procedures of 4117, ORC.

ISSUE 1A, ACTING PAY

POSITION OF THE UNION: The Union is proposing a new section be added to the Agreement. It would represent the addition of "acting pay" to the Contract. The proposal of the Union would establish the practice of payment for a person acting at a higher rank (eg. Deputy acting as Sergeant). That pay would be at the lowest rate for the higher rank.

The Union also proposes that there be a supervisor or an "acting" commander on each shift. In its opinion, such would serve to clearly delineate the command structure of the Department.

POSITION OF THE EMPLOYER: The Employer is opposed to both aspects of the Union proposal set out above. The would be cumbersome and costly to implement in its opinion. Hence, they should not be included in the forthcoming Agreement it asserts.

DISCUSSION: Acting pay is common in police agreements in the United States. There is nothing remarkable about it. It should not be expected that an officer would perform the duties and assume the responsibilities of a higher rated classification without a commensurate increase in pay. the following language is recommended to the parties:

The Employer may temporarily assign an employee to replace an absent employee or fill a vacant position within the bargaining unit. If such assignment exceeds four (4) hours the employee will be paid the lowest rate for the classification he/she is assigned to for all

hours worked. Any position filled in this manner for one month shall be posted as a vacancy unless the vacancy is caused by illness from which the employee is expected to return.

Requirements for minimum manning levels are unusual. They serve to force rigid staffing patterns on an employer. This aspect of the Union proposal is not recommended to the parties.

ISSUE 2, SPECIAL WORKING CONDITIONS

POSITION OF THE UNION: The Union proposes that there be minimum staffing levels at the rank of Deputy and in the Dispatcher classification. This is a safety and workload issue it asserts. Further, it is an effort to protect employees from the recurrent layoffs that the Department has experienced. In order to ensure safety of officers maintain the workload within normal levels, and provide job security the Union seeks a recommendation on its behalf on this issue.

POSITION OF THE EMPLOYER: For the reasons advanced in its position on Issue 1A above the Employer urges this Union proposal be rejected.

DISCUSSION: The proposal of the Union is not recommended. As pointed out in the discussion of Issue 1A above, minimum staffing levels are not commonly seen in labor Agreements. In this situation there is a further reason to reject the proposal of the Union. At the hearing information was received by the Factfinder indicating a number of employees

are on layoff from the Sheriff's Department of Columbiana County. By definition, services provided by the Sheriff's Department are reduced under such circumstances. Rather than commit the Department to fixed staffing levels consideration might more appropriately be given to recalling to employment those employees who have been laid off.

ISSUE 3, HOSPITALIZATION

POSITION OF THE UNION: At Article 26 the Agreement presently requires the Employer pay the full cost of health insurance. Further, the Agreement commits the Employer to retaining the health insurance plan in effect when the soon-to-expire Agreement went into effect. The Union desires that no change be made in the existing language. In its view, no problems have developed with the language to warrant change.

POSITION OF THE EMPLOYER: The Employer is proposing language that would enable reopener negotiations to occur in the event the Employer determined it was necessary to change the health insurance plan. Such changes might be required for any number of reasons. For instance, premium costs might rise, benefit levels might decline, the existing plan might not be offered or the current administrator might leave the market. Consequently, a degree of flexibility is necessary according to the County.

DISCUSSION: The points made by the Employer are well taken.

As is known to all, the market for health insurance is in constant flux. On the other hand, employees have a bona-fide interest in stability of health insurance coverage. Not only do they know what benefits are to be provided, they come to learn the mechanics of securing payment for themselves and for health service providers. In an attempt to deal with the legitimate concerns of both parties the Factfinder recommends the following language to the parties:

If it becomes necessary to change carriers and/or benefits the Employer agrees to meet and negotiate with the Union no later than 60 days prior to the date of such proposed change. Should the parties be unable to reach agreement on any proposed changes they will have recourse to the dispute resolution procedures of ORC 4117.

Article 26, Section 2 provides for 100% payment of the health insurance premium. It is recommended that the current language in Article 26, Section 2 remain unchanged for the duration of the forthcoming Agreement.

SUMMARY OF RECOMMENDATIONS

ISSUE 1, Increase wages 4.5% effective January 1, 2000. Wage reopeners for 2002 and 2003.

ISSUE 1A: Pay acting pay. No minimum manning recommended.

ISSUE 2: No minimum manning recommended.

ISSUE 3: Negotiate any proposed changes in health insurance coverage. Continue 100% employer payment for health insurance premiums.

Signed and dated this 12th day of December, 2000 at Solon, OH.

Harry Graham
Harry Graham
Factfinder