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STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In the matter of
Fact-Finding between

LORAIN COUNTY SHERIFF,)	
Employer)	CASE NO. 2010-MED-07-0899
)	
-and-)	
)	JEFFREY A. BELKIN,
LORAIN COUNTY DEPUTY)	FACT-FINDER
ASSOCIATION (LCDA),)	
Union)	

REPORT AND RECOMMENDATIONS

This matter was heard on July 28, 2011 at Elyria, Ohio. The parties' representatives are listed below:

For the Union:

KIM R. MEYERS, ESQ.
DAVID NOLL
JOHN STEENSTRA

ATTORNEY
EXECUTIVE ADVISOR, LCDA
DEPUTY SHERIFF

For the Employer:

ROBIN BELL

JIM DROZOWSKI
JONATHAN NOE

REGIONAL MANAGER,
CLEMANS NELSON & ASSOC.
DIRECTOR, LAW ENFORCEMENT
SENIOR CONSULTANT,
CLEMANS NELSON & ASSOC.

I. BACKGROUND

The following description of the events leading to fact-finding was derived from the parties' opening presentations, as well as the Employer's pre-hearing written statement.

The Union represents a unit of approximately 44 deputies. Prior to the anticipated expiration date of the current Agreement (October 31, 2010) the parties engaged in negotiations and reached a tentative agreement for a two-year extension with no wage increases. Such tentative agreement was, however, rejected by the Commissioners, for two reasons. First, the two-year extension broke a pattern of three-year extensions approved in other county bargaining units. And second, the tentative agreement retained paid breaks. When the parties resumed bargaining the Employer told the Union that an agreement providing for a three-year extension and elimination of paid breaks would be approved; but this was rejected by the bargaining unit due to holiday and uniform allowance issues.

The Union presented four unresolved issues for fact-finding, and added another at the hearing. These will be covered in order. The Employer presented five unresolved issues that will also be reviewed in order. Suffice it to say that all but one of the unresolved issues were either settled or withdrawn during the hearing.

II. FACT-FINDER'S REPORT

In reaching the Findings and Recommendation on the single issue at impasse, the undersigned has considered the parties' prehearing statements, oral presentations, exhibits and witness statements. Also taken into account were the factors mandated by statute:

Past collectively bargained agreements, if any, between the parties;

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;

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;

The lawful authority of the public employer;

Any stipulations of the parties;

Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

III. UNRESOLVED ISSUES

UNION PROPOSALS

- A. Should the tentative agreement between the Lorain County Sheriff and the Lorain County Deputy Association which provided for a two (2) year extension and freeze of the prior contract which was to be effective through October 31, 2012 have been approved by the Lorain County Commissioners?
- B. Should the Lorain County Deputy Association be entitled to renegotiate wages and fringe benefits on October 31, 2012?
- C. If the parties were to agree to an extension of the current contract for a period of three (3) years , should the Lorain County Deputy Association be entitled to reopen the contract and renegotiate wages after two (2) years on October 31, 2012?
- D. Should the Lorain County Deputy Association be entitled to reopen an extension of the existing contract and renegotiate wages on October 31, 2012?

The aforesaid proposals were withdrawn at the hearing.

- E. (proposed at the hearing)

Article 32 Uniforms

Section 32.2

The language of the current Agreement states:

Non-probationary employees shall be provided with an annual uniform allowance account as follows:

A. The annual uniform allowance for the classification listed below shall be as follows:

<u>Classification</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Evidence Officer	\$900.00	\$950.00	\$1000.00
Patrol Officer	\$900.00	\$950.00	\$1000.00

Payment for such uniform allowance shall be made to each employee no later than May 1st of each year.

The Union proposes to increase the uniform allowance to \$1250 per year for the balance of the three year extension.

POSITIONS OF THE PARTIES

UNION

Assuming 44 employees in the bargaining unit, the cost of this proposal is \$11,000/year.

There is no contention that the Employer is unable to afford this additional benefit.

Currently the employees are required to purchase their own uniforms (\$260 apiece) and wear them pursuant to the Agreement (Article 32, Section 32.4). Because they are not allowed to wear coveralls or pullovers on duty, their dress uniforms tend to wear out quickly.

EMPLOYER

The deputies' uniform allowance under the current Agreement falls within the range of the similar benefit provided in surrounding counties. While characterized as an increase in uniform allowance, the Union's proposal nevertheless amounts to an increase in overall

compensation – approximately 1% of base compensation for each remaining year of the extension. Because all other units have agreed to a freeze, or are likely to do so, any increase in compensation will break the bargaining pattern and likely result in another rejection by the Commissioners.

Finding and Recommendation

The Union does not dispute that the county is in serious economic distress. Its willingness to compromise its position on wages and other benefits is both sensible and commendable.

Regarding the specific proposal, a proper approach would appear to be a two-part comparison: (1) how the benefit stacks up against the uniform allowance benefit provided in surrounding or nearby counties; and (2) how the total compensation of the bargaining unit (which currently includes the \$1000 uniform allowance) compares to that of similarly-situated employees in such counties. According to either measure, Lorain County is currently in the higher echelon. Based on (undisputed) data submitted by the Employer, the uniform allowance benefit comparison is as follows:

Wage/Benefit Survey Prepared for Lorain Sheriff

Issue: Uniform Allowance

Jurisdiction	Amount	Comments
Ashland	\$930	
Erie	\$800	
Huron	\$0	Provided
Lake	\$0	Provided
Mahoning	\$1,000	Deferred from 01/9 to 06/10
Medina	\$1,300	

Stark	\$0	Provided
Summit	\$1,200	Purchase requisition system
Lorain	\$1,000	

In terms of total compensation, the Lorain deputies rank even higher:

Wage/Benefit Survey Prepared for Lorain Sheriff

Issue: Total Compensation

<u>Jurisdiction</u>	<u>Maximum</u>	<u>Longevity At 15 yrs</u>	<u>Pension Pick Up</u>	<u>Uniform Allowance</u>	<u>Fitness Bonus</u>	<u>Total Maximum</u>
Lake	\$59,509	\$875	\$0	\$0	\$0	\$60,384
Lorain	\$55,453	\$1,320	\$0	\$1,000	\$750	\$58,523
Medina	\$55,636	\$1,200	\$0	\$1,300	\$0	\$58,136
Summit	\$52,390	\$786	\$0	\$1,200	\$0	\$54,376
Erie	\$50,274	\$1,500	\$0	\$800	\$0	\$52,574
Stark	\$44,616	\$1,338	\$0	\$0	\$0	\$45,954
Mahoning	\$39,923	\$1,650	\$1,277	\$1,000	\$0	\$43,850
Ashland	\$41,009	\$1,500	\$0	\$930	\$0	\$43,439
Huron	\$42,224	\$975	\$0	\$0	\$0	\$43,199

While external comparisons are only one of the considerations that go into a fact-finding recommendation, it must also be noted that within Lorain County, the evidence demonstrated that the other units have agreed to a total freeze in compensation for three years.

In and of itself, the proposal to increase the current uniform allowance represents only a very small cost increase (perhaps \$11,000 annually). As part of the broader picture, however, the evidence pointed to the Commissioners rejecting even tiny increases as part of their cost containment efforts. The main goal of fact-finding, as the undersigned sees it, is to facilitate the collective bargaining process and aid the parties in reaching a labor agreement. Since the

Lorain deputies are currently well-compensated in all respects, including the uniform allowance; and given the very strong likelihood the Commissioners would reject any increase in that benefit, to recommend the Union's proposal would most likely thwart the resolution of the new Agreement.

Under such circumstances, it is recommended that there be no change in Article 32.4 of the current Agreement.

The following unresolved issues were presented by the Employer:

Issue 1 **Article 29, Holidays**

The Employer proposes a reduction of one (1) personal holiday. The bargaining unit already receives a generous number of holidays.

This proposal was withdrawn by the Employer at the hearing.

Issue 2 **Article 32, Uniforms**

The Employer proposes to forgo the payment of the uniform allowance in years 2012 and 2013. This provision is temporary in nature, reflecting the Employer's need to save money immediately, but not harm the Employees long-term by seeking base wage concessions.

This proposal was withdrawn by the Employer at the hearing.

Issue 3 **Article 35, Meal and Rest Periods**

The Employer proposes to eliminate paid rest periods from the contract. [Explanatory language omitted].

This proposal was tentatively agreed to at the hearing.

Issue 4 **Article 36, Wages**

The Employer proposes that wages be frozen at the 2010 rate of pay throughout the term of a three year agreement. The Employer also proposes that the Union have the ability to request a re-opener on wages if the Board of Commissioners approves a pay

increase for any bargaining unit for which it is the appointing authority. [Explanatory language omitted].

This proposal was tentatively agreed to at the hearing.

Issue 5 **Article 43, Duration of Agreement**

The Employer has proposed a three year agreement (November 1, 2010 – October 31, 2013). [Explanatory language omitted]

This proposal was tentatively agreed to at the hearing.

Respectfully submitted,



Jeffrey A. Belkin
Fact-Finder