

**STATE EMPLOYMENT RELATIONS BOARD  
STATE OF OHIO**

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In the Matter of Fact-finding between:

2008 APR 10 P 12: 56

Pickaway County Sheriff : Case Nos. <sup>07</sup> ~~X~~-MED-11-1228, 1229  
And : Fact-finding Recommendations  
Fraternal Order of Police, : Margaret Nancy Johnson  
Ohio Labor Council, Inc. : Fact-finder  
Corrections and Communications Units :

Statement of the Case

*Procedural Propriety*

In compliance with Ohio Revised Code Section 4117.14(C)(3), the Ohio State Employment Relations Board appointed Margaret Nancy Johnson as fact-finder in the pending matter. The Office of the Sheriff, hereinafter "Sheriff," was represented by John J. Krock, of Clemans, Nelson & Associates. Andrea H. Johan represented the Fraternal of Police, Ohio Labor Council, Inc., hereinafter "FOP," or "Union."

On March 28, 2008, the parties convened before the fact-finder to present evidence and argument on the issue in contention. Prior to the hearing the parties had submitted timely position statements for review. Pursuant to provisions of its 2006-2009 Collective Bargaining Agreement with the Office of the Sheriff, the Union elected to reopen negotiations on a wage increase for fiscal year 2008. As the parties were unable to reach agreement, the sole issue in contention before the fact-finder is the wage rate for a single contract year.

Before taking documentary evidence and testimony on the issue in contention, the fact-finder engaged in mediation. Upon review of the submissions and considering the factors set forth in Ohio Revised Code Section 4117.14(G)(7), the fact-finder submits the recommendations set forth hereinafter to resolve the current bargaining impasse between the parties.

*Background information*

Pickaway County, with a population of 52,727 residents, is located south of Columbus, Ohio. As a County law enforcement agency, the Office of the Sheriff manages a jail whose inmates are serviced by approximately thirty-seven (37) full time non-sworn civilian Corrections Officers. Additionally, about ten (10) full time civilian Communications Officers answer calls and dispatch officers in response to requests for assistance from the public. Pursuant to a labor agreement between the parties, the wage rates for these classifications are now under review.

### Issue

The sole issue in dispute is a 2008 wage increase for Corrections and Communications Officers employed by the Office of the County Sheriff pursuant to the current Collective Bargaining Agreement with the Fraternal Order of Police, Ohio Labor Council, Inc.

### Position of the Parties

#### *Office of the Sheriff*

The Sheriff is offering a 2% increase for Communications and Corrections Officers for contract year 2008. While it had offered a 3% increase, rejection of that offer and pursuit of the statutory dispute resolution mechanism by the bargaining unit precipitated additional costs to the County Sheriff. Those expenses now warrant a reduction in monies available to the bargaining unit.

Other bargaining units with which the County bargains have agreed to a 3% adjustment. Increases negotiated in jurisdictions across the state indicate the propriety of the position of the Sheriff. Thus, the increase offered to these units is consistent with internal as well as external parity. Finally, the increase offered by the Sheriff is in line with the consumer Price Index.

The Sheriff argues that the distinctions in pay between the Communications and the Corrections Officers are dictated by work force needs including retention rates. Should any adjustment in wages paid to Corrections Officers be warranted, it ought to be achieved in the context of contract negotiation rather than a wage re-opener.

#### *Fraternal Order of Police*

The FOP is seeking a 3% increase for its Communications Officers. In order to be competitive with comparable departments, the 3% increase is justifiable. This is the amount budgeted by the County Commissioners for the Office of the Sheriff and which the Sheriff initially offered the unit. There is no statutory reason to offer less than this amount.

Additionally, however, the FOP seeks adjustments for Corrections personnel. Enhanced wages for the Corrections Officers are warranted in order to bring them in line not only with corrections personnel in other counties in the same geographic area but also with correction personnel in counties of similar size state-wide.

Finally, and significantly, Corrections Officers are paid less than Dispatchers. Given the stress associated with corrections work which involves direct contact with prisoners, there is no justifiable reason for paying Corrections Officers less than Dispatchers. Any historic reason for this disparity is no longer applicable and should be corrected. In most comparable jurisdictions, Corrections Officers receive either the same or greater pay than Dispatchers. The high turnover rate in the Corrections unit further accentuates the need for adjustments.

In order to achieve parity, the FOP proposes that Corrections Officers receive a 7%, 6.2%, 5.8%, 5.5% and 5.5% increase for Steps A, B, C, D, and E, respectively. All wage increases are effective as of January 1, 2008, pursuant to Section 24.9 of the Agreement between the parties.

### Discussion

Except for a rate increase for the Corrections Officers, the parties remain relatively close on the issue under consideration. While the Sheriff is offering a 2% increase across the board, the FOP is seeking a 3% increase for Dispatcher/Communication Officers, with additional increases for the Correction Officers. Rate increases and recommendations for the two classifications are hereinafter discussed separately.

#### *Dispatchers/Communication Officers*

In recommending a 3% increase for the Dispatchers/Communications Officers, the Fact-finder notes that the Sheriff had initially offered such an increase and that the budget for the Office of the Sheriff approved by the County Commissioners includes a 3% wage adjustment. Thus, such an increase is clearly within the ability of the County.

Moreover, a 3% increase has been approved by the Commissioners for departmental employees and negotiated by other bargaining units having contracts with the County. In its exhibit 5(B), for example, the Office of the Sheriff has submitted contracts with its Gold and Blue Units, both providing for a 3% increase. The Communications Workers of America likewise negotiated a 3% increase for the bargaining unit within the Department of Job and Family Services. Internal comparability, then, would certainly sustain a 3% increase.

Finally, a 3% wage increase is entirely consistent with external comparables. Indeed, over the past four years, the wage increase for unit employees of the County Sheriff has reflected state-wide averages (See County Exhibit 5(A)). Comparability, therefore, justifies the 3% sought by the FOP for its Dispatchers within the unit.

In offering 2% at fact-finding, the Sheriff contends that utilization of a contract dispute resolution mechanism has added cost to the Office of the Sheriff, justifying a rate reduction. Rejecting the argument of the Sheriff, the fact-finder notes, first, that the additional cost in time and services is minimal given the sole issue in contention. Second, under the circumstances of this contract re-opener with only wages in dispute, a reduction in the offered increase penalizes the bargaining unit for exercising its statutory right. In this instance, there is no justification for a reduction in the rate initially offered.

Considering the statutory criteria of ability to pay as well as both internal and external comparables, the fact-finder recommends a 3% wage increase for the classification of Dispatchers/Communications Officers, retroactive to January 1, and for the duration of year 2008.

#### *Corrections Officers*

In the presentation of its case, the FOP seeks substantially greater increases for employees in the classification of Corrections Officers who currently receive less in compensation than Dispatchers. The rationale for the proposal is that Corrections work is more stressful and there is no justification for paying these employees less than unit members in Communications. Additionally, the Union argues the artificial distinction in pay is not consistent with other law enforcement agencies within the state.

In response, the Sheriff contends the difference in pay arises from the work force needs of the Office, taking into account issues of retention and ability to recruit.

Moreover, the Sheriff maintains that since the budget is authorized by the County Commissioners, any adjustments in pay are necessarily restricted to 3%.

In considering and analyzing the figures, the fact-finder notes that, indeed, compensation paid to Corrections Officers may warrant adjusting in the future. The difficulty of doing so in this proceeding, however, is that this is a wage re-opener rather than a full contract negotiation. Typically a re-opener achieves a wage increase consistent with ability to pay and market trends—not a rectification. Rather than setting salaries, re-openers address appropriate increases for the existing wages. Issues of “catch-up” should be accomplished pursuant to collective bargaining when numerous proposals on a variety of matters are on the table.

In declining the position of the FOP at this time, the fact-finder has been persuaded by the statutory criterion of past collective bargaining. The historical difference in pay was the result of prior negotiations, the consequence of a give and take between the parties. Should the rationale for the established salary schedule no longer exist and should adjustments be justified, then the parties must address that issue in the context of full negotiations rather than at a mid-contract re-opener.

Accordingly, the fact-finder recommends a 3% increase for the Corrections Officers for contract year 2008, retroactive to January 1.

#### Recommendations

The Fact-finder recommends that the wages of Dispatchers/Communication Officers and Corrections Officers listed in Appendix A of the Agreement between the parties be increased by 3% retroactive to January 1, 2008, as referenced in Article 24 of the Agreement between the parties.

Respectfully submitted,

  
Margaret Nancy Johnson  
Fact-finder

#### Service

A copy of the foregoing recommendations has been served by express mail this 9<sup>th</sup> day of April, 2008 to: Andrea Johan, Staff Representative, FOP, Ohio Labor council, 222 East Town Street, Columbus, Ohio 43215; John J. Krock, Clemans, Nelson & Associates, 6500 Emerald Parkway, Suite 100, Dublin, Ohio 43016; by regular mail to Edward E. Turner, Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, Columbus, Ohio 43215; and by e-mail to [ajohan@fopohio.org](mailto:ajohan@fopohio.org) and [jkrock@clemansnelson.com](mailto:jkrock@clemansnelson.com).

  
Margaret Nancy Johnson