

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

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IN THE MATTER OF CONCILIATION
PROCEEDINGS BETWEEN:

FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.

Employee Organization,
and

FRANKLIN COUNTY SHERIFF,
Employer.

CONCILIATION AWARD

CASE NUMBER: 03-MED-09-0959

CONCILIATOR: Charles W. Kohler

DATE OF AWARD: August 11, 2004

DATE OF HEARING: June 30, 2004

PLACE OF HEARING: Columbus, Ohio

APPEARANCES:

For the Employee Organization:

Frank Arnold
Staff Representative
FOP/Ohio Labor Council, Inc.
222 East Town Street
Columbus, Ohio 43215

For the Employer:

Robert A. Weisman, Esq.
Michael T. Short, Esq.
Schottenstein, Zox & Dunn
250 West Street
P.O. Box 165020
Columbus, Ohio 43216

PROCEDURAL BACKGROUND

On April 30, 2004, the State Employment Relations Board (“SERB”) appointed the undersigned as Conciliator upon selection by the parties pursuant to Ohio Revised Code Section 4117.14 (D)(1). A hearing was held on June 30, 2004, in Columbus, Ohio.

This matter involves the negotiation of a successor collective bargaining agreement between the Franklin County Sheriff (“Employer” or “County”) and the Fraternal Order of Police, Ohio Labor Council, Inc. (“Union”), for a bargaining unit of approximately 29 members consisting of Patrol Communications Officers, commonly referred to as “dispatchers.” The prior collective bargaining agreement covering these employees expired on January 12, 2004.

Bargaining unit members are responsible for handling emergency calls. They dispatch fire, medical, law enforcement, and other emergency personnel in Franklin County. They also provide dispatching services to townships and smaller communities in Franklin County.

The parties engaged in seven formal negotiation sessions, and engaged in mediation with a SERB mediator. The parties failed to resolve all of the issues, and, on December 11, 2003, the SERB appointed Mitchell B. Goldberg as fact finder. A fact-finding hearing was held on March 15, 2004. On April 7, 2004, Mr. Goldberg issued his report and recommendations. The fact finder’s report was rejected by the Union. The Employer took no action on the report.

Following the rejection of the fact finder’s report, the parties met and resolved issues relating to parking and the duration of the agreement. At the conciliation hearing on June 30, 2004, the following issues remained at impasse:

ARTICLE 18 - WAGES

- 18.1 - Wage Scale
- 18.2 - Shift Differential
- 18.3 - Training Compensation

All other matters which were subject to collective bargaining have been resolved by agreement between the Employer and the Union. The tentative agreements of the parties on these matters are incorporated by reference as part of this Award.

DISCUSSION AND AWARDS

The parties are in disagreement concerning three matters related to wages. The first issue is wage rates during the three-year contract period, including a proposal that the wage scale be restructured to include steps. The second issue is the amount of the shift differential to be paid to employees who work the afternoon and evening shifts. The remaining issue concerns a proposal by the Union to compensate bargaining unit members for training new employees. The Union proposes that a bargaining unit member who trains a new employee receive one hour of compensatory time for every eight hours spent training a new employee.

Article 18.1 - Wage Rates

Position of the Union

The Union proposes that the pay structure for bargaining unit members include steps based upon years of service. It proposes that the wage structure include four steps during the first year of the agreement, and five steps during the second and third years of the agreement. The FOP argues that most dispatchers in the State of Ohio have a wage structure which includes four to six steps.

The FOP also proposes a general wage increase of 2 percent in 2004, 3 percent in 2005, and 4 percent in 2006. The FOP argues that the County is in excellent financial shape and has the ability to fund the wage increase which it proposes. The Union points out that Franklin County is one of only 34 counties nationwide to have a triple-A bond rating.

The Union presented evidence of wages paid to dispatchers in the City of Columbus and in the suburbs in Franklin County. The Union asserts that the average top wage for cities in Franklin County is \$39,661.00, while the top wage for bargaining unit members is currently \$32,220.00.

The Union contends that other large counties in Ohio have a top wage rate significantly higher than bargaining unit members. The Union has selected Montgomery County, Hamilton County and Summit County as comparable counties. The Union notes that all of these counties have steps.

Position of the Employer

The Employer proposes that the conciliator adopt the wage increase of 2 percent per year which was recommended by the fact finder. In addition, the County proposes that the lump sum payment proposed by the fact finder be adopted. The Employer asserts that there is no compelling reason to disturb the fact finder's recommendation. Therefore, it proposes that the conciliator adopt the recommendations of the fact finder on wage rates.

The Employer argues that the Conciliator should consider the whole package in making a decision in this matter. It points out that the County has agreed to continue to pay 100 percent of the cost of health insurance for either single or family coverage.

The County agrees with the Union that it currently has the ability to fund the wage increase proposed by the Union. However, the Employer argues that the County is in excellent

financial shape because it has handled its finances prudently. The Employer asserts that, if the Union proposal is adopted, the County would be under pressure from other employee groups to provide significant increases. Over time, these increases would negatively affect the financial condition of the County.

The County points out that its income has been significantly reduced by unfavorable economic conditions. It points out that it had investment income of 38.6 million dollars in 2001, compared with 12.1 million dollars in 2004. Further, the sales tax revenue has decreased from a high of 82.2 million dollars in 2002. The amount of sales tax collected in 2004 will be less than the amount collected in 2000.

The County asserts that the amount of funding received from the State of Ohio has been significantly reduced. The County points out that the State of Ohio has a projected 620 million dollar deficit. This deficit will likely result in a reduction of funding provided to local governmental entities, such as Franklin County.

The Employer asserts that the wages of bargaining unit members are in line with wages in other large Ohio counties. It contends that the bargaining unit members received substantial wage increases in the expired collective bargaining agreement, which was negotiated prior to the economic downturn in 2001. The Employer contends that bargaining unit members have the highest entry-level wage of all major counties in Ohio. In addition, the Employer maintains that the bargaining unit members have the second-highest median wage of all major counties in Ohio.

Discussion

The Union proposes a new wage structure which includes steps. The current agreement does not provide for steps. The fact finder did not recommend that a step structure be adopted.

While steps are found in many collective bargaining agreements in many job classifications, dispatchers in the largest county in Ohio, Cuyahoga, do not have any steps.

Even though the current agreement has no steps, it does provide for additional compensation based on length of service. The bargaining unit members currently receive a service credit which provides additional compensation to employees with at least five years of service. The annual lump sum payment proposed by the Employer will also reward employees for their length of service. Employees with four or more years of service will receive a payment of \$500.00 during each year of the agreement. Employees with eight or more years will receive a payment of \$1000.00 during each year of the agreement.

The overall cost of the Union's proposal is excessive. Under the proposal of the Union, the dispatchers eligible for the top step would receive a 21.6 percent wage increase over the period of the collective bargaining agreement. The Union estimates that the additional cost of its proposal would be \$158, 200 during the three years of the agreement.

The Conciliator finds no compelling evidence to order a change in the current wage structure, which has been in place for a significant length of time.

The employees received a substantial wage increases in the prior contract. The members of the bargaining unit received a 13 percent wage increase in 2001, and wage increases of 3.5 percent in 2002 and 2003. Given the economic climate, additional large increases in wages are unwarranted. Tax revenue is uncertain under the current financial conditions. The State of Ohio's large deficit will have a negative impact on the County due to reductions in state aid to counties. In addition, reductions in state funding of various other programs, such as public defenders, will require additional funding from the County.

Most other county employees, including Deputy Sheriffs and nonunion employees, received a two percent wage increase in 2004. Any higher wage increases given to this unit will put pressure on the Employer for higher increases for other County employees. The Conciliator does not believe that additional wage increases are justified based on a comparison to similar jurisdictions.

In tentative agreements reached between the parties, the County has provided increases in benefits of various types. In addition, the Employer has agreed to increase the amount of tuition reimbursement and uniform allowance. The amount of the service credit and the compensatory time payout were also increased.

It is noteworthy that the Employer has agreed to continue to pay 100 percent of the cost of health insurance for employees and their families for the three years of the contract. In essence, the Employer has agreed to absorb 100 percent of any increase in health insurance costs for three years. The cost per employee for health insurance in 2005 will be approximately \$7900.00, which represents an \$800.00 increase from 2003. Having fully paid health insurance for the duration of the agreement is a substantial benefit considering the rapid increase in health care costs.

The Conciliator will adopt the Employer's proposal for wage rates and lump sum payments in Article 18.1.

Award

The Employer's proposal will be adopted for Article 18.1.

Article 18.2 - Shift Differential

Position of the Union

The Union proposes an increase in shift differential to 70 cents per hour from the current 50 cents per hour. The Union states that the members of the bargaining unit should receive the same shift differential as Deputy Sheriffs, who receive 70 cents per hour. The Union notes that bargaining unit members are supervised by Deputy Sheriffs, who are receiving the larger differential.

Position of the Employer

The Employer proposes that the shift differential remain at 50 cents per hour. The Employer asserts that bargaining unit members are well compensated at the current level of shift differential pay. It notes that Hamilton County is the only other county in Ohio with a shift differential for dispatchers. Hamilton County dispatchers receive a shift differential of 30 cents per hour for afternoon shifts, and 45 cents per hour for evening shifts. The Employer asserts that the current shift differential of 50 cents, as recommended by the fact finder, be adopted.

Discussion

Bargaining unit members are currently paid 50 cents per hour in shift differential for both afternoon and evening shifts. The comparison with deputies made by the Union is inappropriate due to the dissimilar nature of the jobs. For example, one reason for the shift differential for deputies is that their work is generally more hazardous in the evening and nighttime hours.

The current shift differential paid to the bargaining unit is very reasonable. The Conciliator finds no substantial evidence which would warrant an increase at this time. Thus, the Conciliator will adopt the Employer's proposal for Article 18.2.

Award

The Employer's proposal will be adopted for Article 18.2.

Article 18.3 - Training Compensation

Position of the Union

The Union proposes that bargaining unit members be credited with one hour of compensatory time for every 8 hours of time spent training new dispatchers. The Union notes that trainers sit with new hires for 12 to 20 weeks. The Union asserts that dispatchers should be compensated for the increased responsibility and liability placed on trainers.

The Union notes that the County's contract with deputies provides one hour compensatory time for every 8 hours spent training new deputies. The Union asserts that it is not asking for any additional pay, but only for compensatory time at the same rate as the deputies.

Position of the Employer

The Employer asserts that there is no justification for the Union's proposal. It states that training a new dispatcher is not an unduly burdensome task. It is unaware of any other jurisdictions which provide this benefit.

The Employer argues that compensatory time results in additional costs, as employees who spend 20 weeks training a new employee would receive 100 hours of compensatory time, and they can only accumulate 120 hours of compensatory time.

Discussion

Trainers must oversee the trainees and ensure that they are sending emergency personnel to the proper location, including details such as the proper spelling of street names. Work as a dispatcher is often nonstop, and training adds a considerable additional burden. Each day, an

evaluative packet must be filled out for trainees. Deputy Sheriffs have one hour each day to complete the training packets, but dispatchers are not provided any extra time. Many trainees never work beyond the 20-week probationary period, which means that a trainee has not become competent after 20 weeks of training.

It is true, as the Employer points out, that an employee might receive as many as 100 hours of compensatory time for training a new employee. However, the hours would be earned over a period of almost five months. Training a new employee over this length of time results in considerable additional work. The training responsibility often prevents a dispatcher from having any down time between his or her own calls to relieve stress.

Chief Deputy Jones testified that the work of dispatchers is often very stressful. Having to ensure that another person is doing his or her work correctly adds considerable additional stress. Trainers must convey a tremendous amount of information to trainees. Trainees must be taught all aspects of the job, including instructions on dispatching many different types of emergency personnel to many different jurisdictions. During the training period, trainers must take their own calls and monitor the calls answered by trainees. Trainers are responsible for errors made by trainees.

The County currently provides this benefit to Deputy Sheriffs. While deputies must have specialized training to be a Field Training Officer, there is not a significant difference between the additional work required of deputies engaged in training, and the additional work required of bargaining unit members. Training new dispatchers is a vital function, for which no compensation is currently provided.

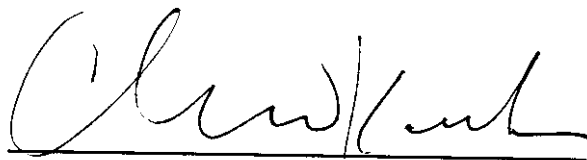
The Conciliator finds that the Union's proposal has merit and should be adopted.

Award

The Union's proposal will be adopted for Article 18.3.

CONCLUSION

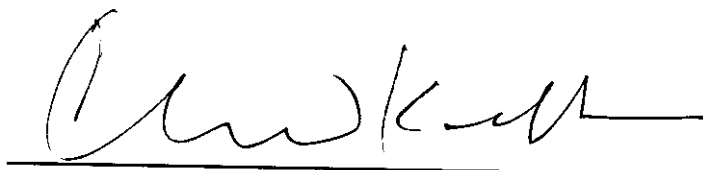
In conclusion, the Conciliator submits his decision with respect to the outstanding issues, and orders that the awards be incorporated into the collective bargaining agreement of the parties.



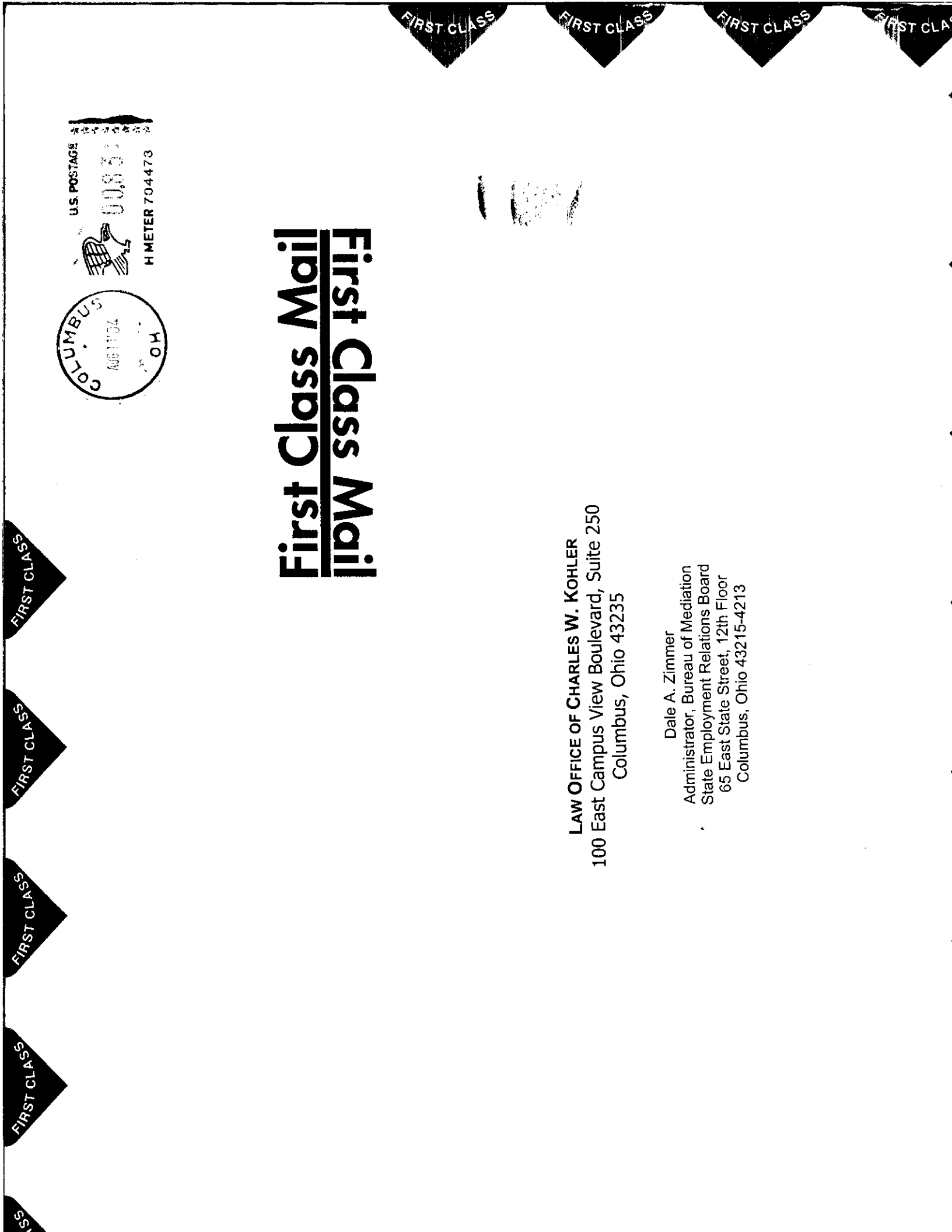
Charles W. Kohler, Conciliator

CERTIFICATE OF SERVICE

I do hereby certify that, on August 11, 2004, a copy of the foregoing Conciliation Award was served upon the representatives of the parties at the addresses shown on the title page of this Award; and upon Dale A. Zimmer, Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, Columbus, Ohio 43215-4213 by regular U.S. Mail, postage prepaid.



Charles W. Kohler, Conciliator



First Class Mail

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