STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In the Matter of
Conciliation Between

PICKAWAY COUNTY SHERIFF,	)	CASE NOS. 2012-MED-05-0554
Employer	)	2012-MED-05-0555
	)	2012-MED-05-0556
-and-	)	
	)	
FRATERNAL ORDER OF POLICE,	)	
OHIO LABOR COUNCIL, INC.,	)	JEFFREY A. BELKIN
Union	)	Conciliator

CONCILIATION AWARD

This matter was heard at Circleville, Ohio on March 20, 2013. The parties' representatives are listed below:

EMPLOYER

Brad Lutz	County Administrator
John Krock	CAN
Rob Recser	PCSO – Human Resources Administrator

UNION

Andrea H. Johan	Staff Representative
Tonda Sollars	PCSO Dispatcher
Tracy Andrews	PCSO Road Patrol
Cory R. Bachnicki	PCSO Road Patrol

I. BACKGROUND

On January 4, 3013 fact-finder Michael D. McDowell issued his Report and Recommendations (The "Report") covering the issues at impasse in this proceeding. The fact-finders recommendations were accepted by the Union and rejected by the County.

The background facts presented here are largely derived from the Report, and were not contested by either party at the conciliation hearing.

> "The Union bargaining units consist of eighteen (18) Road Deputies and Detectives in what is referred to as the "Blue Unit"; six (6) Sergeants in what is referred to as the "Gold Unit"; and eight (8) Dispatchers in what is referred to as the "Dispatchers Unit." The Gold and Blue units are responsible for law enforcement within Pickaway County. They primarily keep the peace by patrolling the roads and responding to calls for assistance at crime scenes and accidents. The Sergeants in the Gold Unit are responsible for supervision of the Road Officers in the Blue Unit, and also perform routine duties on the road. The Sergeants are the first line supervisors and serve as shift supervisors. The members of the Dispatch Unit are responsible for answering calls from the public, for responding to calls in emergency as well as non-emergency situations, and then dispatching officers to the scene, and are also responsible for monitoring the whereabouts of all road officers on shift. Additionally, they are responsible for entering, maintaining and updating information on warrants".

II. STATUTORY CONSIDERATIONS

In reaching the Conclusions and Award in this proceeding, the undersigned has considered, along with aforesaid Report, the parties' pre-hearing statements, oral presentations, witness testimony, and exhibits. 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

Two issues were unresolved as of the conciliation hearing:[1]

1. Compensation

   Article 24, Compensation – Appendix A

   (all units)

2. Article 25, Holidays/Personal Days

   (Dispatchers unit)

These issues will be addressed in order.

1. Compensation

   A. Facts determined by the Fact-Finder

[1] A third issue addressed in fact-finding related to the County's proposed covering insurance for all three bargaining units. That proposal has been withdrawn and is not at issue in this proceeding.

Introduction

The report described the chronology of events leading to the current impasse, and followed that chronology with a careful review of the parties' positions, which bears repeating in large measure:

> **"Union Position:** The Union proposes wage increases for all three bargaining units of three percent (3%) for each year of the three year contract, with year one effective January 1, 2013. Even though the contract expired, and they have always expired at the end of August, wage increases have traditionally been effective the following January 1 and are effective for a January-December calendar year. The County is proposing yet another zero percent (0%) increase for 2013 and reopeners for 2014 and 2015. Thus, the bargaining unit members have the potential of another series of years (following three (3) consecutive years with no hourly wage increase.
>
> The Union outlined the recent across-the-board wage increases a follows:

Effective date	Hourly rate increase	Comments
January 1, 2006	3% over prior year	
January 1, 2007	2% over prior year	
January 1, 2008	2% over prior year	Members were to automatically receive same increase as other non-bargaining GF employees or request to bargain; all units agreed to the percent for GF employees and no bargaining took place.
January 1, 2009	3% over prior year	One year contract that covered contract period of 2008-2009 with wages for January – December 2009
January 1, 2010*	0% over prior year	Agreed to by all three units at the table
January 1, 2011*	0% over prior year	Recommended by factfinder(s) and accepted by all three units
January 1, 2012*	0% over prior year	Awarded by conciliator for all three units; award dated March 15, 2012
Total increase over 6 years	10%	This is the equivalent of 1.43% each year

On/About June 2012 for 2912	3% lump sum payment	Verbal offer from management representative; no bargaining unit members refused payment.

At the time of the Conciliation Hearing on February 5, 2012 (part of the negotiations for the reopener for 2012), the County offered a 0% increase for 2012 over 2011 (which followed a 0% for 2010), arguing an inability to pay. The Conciliator accepted this position of the County and on March 15, 2012, issued his award with a 0% increase. Then, during the early part of June, 2012 the County verbally offered a lump sum payment of three percent (3%) to each bargaining unit member (and also gave the same lump sum percentage payment to all other County employees paid from the County's general fund). The Union submits that if the County was able to offer a lump sum payment based on a percentage less than ninety (90) days after an award of zero (which is what the County proposed) then there was money at that time and there is money now available to support an across-the-board increase. The lump sum payment was made approximately six months ago. The County's financial picture did not change significantly enough between February when the Conciliation Hearing took place and June when the lump sum payment offer was made; nor has the County's financial picture changed significantly enough between June when the lump sum payment was made and now, such that the County can again argue an inability to pay.

While the Union is not accusing the County of bargaining in bad faith, the Union does submit that it is inconsistent with logic to argue an inability to pay in February, spend $180,000 in June for lump sum payments and then argue an inability to pay in July and August when the parties were negotiating.

The Union recognizes that payment of a lump sum to employees is less expensive than an across-the-board hourly wage increase because there is no cumulative effect on the County's budget. However, there is no improvement in the employee's wages; employees remain stuck in a holding pattern of sorts with no ability to improve their personal economic pictures. Also, keeping hourly wages flat over time can cause the County to be less

Additionally, these members have not had any increases in their hourly rate since January 2009. The time has come for an increase in hourly wages.

County Position: The County has raised the issue of its inability to pay any increase in the first year of the new Agreement and requests a reopener on the wage rates in the 2nd and 3rd years of the new agreement. A summary of the County's presentation concerning the General Fund and on various items of revenue and expenses follows:

General Fund

The County demonstrated that it had a General Fund carryover from 2011 to 2012 of $2.6 M. The County knew that its projected revenues would exceed its projected expenses and the County would be in a deficit spending mode in 2012. Based on the latest figures at the hearing, it appears that the carryover for the General Fund from 2012 to 2013 will be from $2.2 M to $2.1M, due to $400,000 to $500,000 in deficit spending. The County projects that it will have a General Fund balance at the end of 2013, for carryover to 2014, of $1.8 M. The County stated that it needs at least a $1.8 M carryover balance each year to provide for expenses up until the first wave of real estate property taxes are received in April of each year…

In the summary of the County's position at the February 15, 2012, hearing, the Conciliator noted that the County projected a decrease of over $1M in general revenues in 2012, with 2012 revenues being $12,653,200 down from 2011 revenues of $13,734,000. However. The County's position at the Fact Finding hearing on November 29, 2012, much closed to the end of the year and much more accurate for projection purposes, showed that in 2012 its general revenues were estimated to be between $13,100,000 and $13,250,000 – down between $634,000 and $484,000 from 2011, rather than over $1M. The County's projected revenues in 2013 are $13,200,000….

….Even without the one-time Special Pay in Lieu of Raises, the County is still in a deficit spending position of between $100,000 to $200,000 at the end of the year. Also, without the one-time Special Pay in Lieu of Raises, the projected General Fund carryover to 2013 would have been between $2.4 M and $2.5 M.

The County presented a chart, which it represented to be "pretty accurate", and which listed revenues; an explanation for the items was provided by the County:

Local Government Funds

The County stated that the reason for its deficit spending was the hope that in 2013 the State of Ohio (State) would confirm its budget and stabilize the revenues the County would receive from the state, providing some consistency going forward. The County stated that its Local Government Funds (LGF) from the State were $783,000 in 2010, $773,000 in 2011, and $520,000 in 2013. The County projects that it will receive $290,000 in 2013 LGF from the State but claims that is only a "hope"…The County therefore projects that the LGF for the last six months of 2013 will be reduced to $115,000 which it calculated by reducing the amount of LGF the County received in the last half of 2012 by 50%.

Casino Revenues

Casino tax revenue now plays a significant part in the County budget. By October, 2012, there were three casinos in Ohio: Toledo, Columbus and Cleveland. There is another casino scheduled to open in the spring in Cincinnati. Portions of the tax revenue from these casino operations are distributed to the counties on a quarterly basis…The Ohio Department of Taxation October 2012 County Distribution shows that Pickaway County received $97,548.68 in that quarter. For the entire year, the County received a total of $142,000.

The County Administrator estimates that in 2013, casino revenues to Pickaway County will be $125,000 per quarter or $500,000 for the year. However, he stated that there has not been a significant enough history of these payments to have great confidence as to how they will trend….

Jail Confinement

The County jail is a source of revenue when, pursuant to contracts with the federal government and others, it can house federal and outside-the-county prisoners. Revenue in 2011 was $404,800 which the County termed an aberration. The revenues in 2009 were "around $150,000", and in 2010 they were $154,400. In 2012 at the time of the hearing, they were at $150,000 and were projected to $170,000 by the end of 2012. Impacting its ability to obtain revenue from prisoners housed from outside the County, the County cannot charge for City prisoners, which have increased due to more local drug arrests. Further, the County states that probation authorities have stepped up enforcement and the County jail now houses more parole violators who spend more time in the County Jail. In addition, sentencing guidelines have changed t assign low level felony prisoners to county jails. The closure of the City jail in October appears to have little to no adverse impact on revenues. Further, the City agreed to pay a one-time $25 for each City prisoner taken by the County. The County Administer estimates that revenues will stay flat at approximately $150,000 for 2013.

Investment Income

The County asserts that its investment income revenue has dropped significantly in the last few years and has bottomed out at about 1.8%. The County also has to keep substantial funds liquid to meet day-to-day expenditures, and emergency contingency money invested in money market funds with a 0.6% return. The County has an investment advisor who meets with the county at least quarterly. County investment income in 2012 was $210,000. The County Administrator estimates that revenues will stay flat at approximately $205,000 in 2013.

Sales Tax

The County projects sales tax revenues of $6.1 M in 2013, down from $6.3 M in 2012. Sales tax revenues in 2011 were $6.8M which the County viewed as an anomaly, and were almost $6.4 in 2010. The County stated it could have projected $6.3 M for 2013 but was concerned about potential volatility for 10-15% of the sales tax revenue which is Medicaid money for which there is some uncertainty as well due to concerns regarding the fiscal cliff and the economy.

State Rollbacks

The State had been reducing rollbacks of state property taxes to the counties and in 2011 they were discontinued.

Real Estate Tax

The County Administrator stated that this is a bright spot in the revenue picture. The revenues for 2010 were $2,645,000, $2,827,000 in 2011, and in 2012 the revenue was $3,020,000. A large portion of the property in the County is farmland. In 2011 the State greatly increased the amount that farm land is worth per acre which offset the downturn on residential and commercial property values. That has accounted for the increase real estate tax revenues. The delinquency rate is low.

There is an appeal by the largest commercial landowner which is seeking to reduce its $12 M assessment to $6 M. If Walmart wins the appeal it could result in a reduction of real estate tax revenues of $100,000 to $120,000 in 2014.

Taking all these factors into account, the County estimates revenues from real estate taxes to be $3 M in 2013.

Tax Increases

The County asserts that it is maxed out in its assessment of available taxes except for the real estate conveyance fees. Maxing out the real estate conveyance fee would provide an annual increase revenues by approximately $30,000 to $40,000. The County Administrator stated that he would recommend to the Commissioners that this real estate conveyance fee be maxed out.

Sheriff’s Budget

The Sheriff submitted a budget of $5.6 M for 2012. This the County’s biggest budget item. The County only appropriated $5.1 M for the Sheriff in 2012. The County described this as a deliberate technique to require the Sheriff to request more appropriations when his budget amount runs low in October or November to allow the Commissioners and the Sheriff to discuss and carefully examine what is needed.

Capital Projects Debt Service

The County asserts that the debt service has been paid out of the Capital Fund and the payment amounts to $300,000 largely from HVAC renovations to County buildings to upgrade them and make them more energy efficient. However the Capital Fund balance is projected to be at $500,000 by the end of 2012 and the $300,000 annual payment is being moved to the General Fund in 3013.

Health Insurance Premiums

Since 2010 the County has not assessed the employees for increases in health insurance premiums. The rationale for this is that the employees did not receive pay increases since 2010 and the County did not wish to burden employees with the increases in premium costs. The benefit for this is in the family coverage, for which the percentage in premium is approximately 22% when the County is contractually allowed to require 25% of premium.

Special Pay In Lieu of Raises

As referenced earlier, in June, 2012, the County implemented a special pay in lieu of raises in the amount of 3% of the employees annual wages. This payment was done County-wide at a cost of $280,000 to $300,000 for all the employees in the County, $132,000 of which was the cost for the employees in the Sheriff's Office.

It should be noted that at the February 15, 2012, Conciliation Hearing on the reopener for 2012, in the prior Agreement, the county offered a 0% increase for 2012 over 2011, arguing inability to pay. The Conciliator was persuaded by the County's arguments and in his Conciliation Award issued March 15, 2012, awarded a 0% increase in 2012. Three months later, during the early part of June, 2012, the County verbally offered a lump sum payment of 3% to each bargaining unit member and also gave the same lump sum percentage payment to all other County employees paid from the County's General Fund. Thus, the County offered a lump sum payment based on 3% of wages less than 90 days after an award of 0% increase for that year to bargaining unit members.

County Unemployment

The Union introduced evidence that the unemployment rate in Pickaway County has decreased by 2% (8.5% to 6.5%) from October 2011 to October 2012. While not supportive of an economic boom in the County, this is evidence of at least an upswing in the economy of the County and supports the proposition of an increase in the taxes being paid by residents of the County.

B. Additional facts presented in Conciliation

The County Administrator's testimony at the conciliation hearing reiterated what he had told the fact-finder. Essentially the County has no more room to raise sales taxes; major declines in Local Revenue funding from the State of Ohio have occurred; unemployment has not significantly increased; casino revenue is unpredictable, especially with the advent of "racinos" that siphon off casino gambling money; increases in health care costs; and the chronic need for deficit spending. A possible source of increased funding for the

County is an increase in real estate conveyance fees; but the commissioners are reluctant to take that step because it might deter farmers from selling land to other farmers (rather than commercial developers). Any other potential revenue increases are speculation.

FINDINGS AND AWARD

A. Introduction

The critical events, as far as this proceeding is concerned, were the Conciliation Award of March 15, 2012 and the decision of the commissioners, in June 2012, to offer all County employees a three percent (3%) lump sum payment, characterized as "Special Pay in Lieu of Wages." The Conciliation Award is important because it served to lengthen the time period, going back to 2009, in which the bargaining units received zero increase to the base wage rate. The lump sum payment is important not only because of the amount (3%), but also because it came so soon after the County had convinced a conciliator that it had no money for pay increases. While it can be argued (correctly) that a one-time lump sum payment is less expensive than an increase to the base rate, the perception was clearly one of a mixed message.

B. The Fact-Finding Report

Examination of the fact-finding Report indicates that the County's claim of "inability to pay" was viewed with skepticism. Thus "[T]he County Administrator stated that the County does have the ability to increase its real estate conveyance fees to obtain revenues and that he planned to recommend that the County do so." Further, the county's "concerns on the level of its sales tax revenues was not compelling." And while the revenue stream from casino gambling was “uncertain at this point,” that income “appears to be trending in a positive direction…” Also the 2013 projections for jail confinement revenues, investment income, and sales and real estate tax revenues “appear to be more conservative than may be justified as the 2013 projections undershot the 2012 estimates by a total of $245,000.” The Report also notes the drop in the County unemployment rate by 2%, “meaning more residents of the County are working and paying more taxes.”

Finally there is the matter of the 3% lump sum payment offered in June, 2012. The fact-finders view of that event and his conclusions are set forth here:

> “The County’s position at the Conciliation hearing on the matter of the reopener in the last year of the prior Agreement on February 15, 2012, vis-à-vis its Special Pay in Lieu of Wages that was made in June, 2012, diminishes the weight of the County’s testimony concerning its ability to pay. The County revenues are $500,000 higher now than projected in February 2012, and the General Fund has a higher carryover to 2013 by at least $300,000 more than projected in February, 2012. A conservative approach is understandable and responsible, given the arguably unprecedented uncertainties which the County must consider when making projections. However, given the improvement in the County unemployment rate, among other things, it appears that there is movement in the direction of economic improvement, making a modest increase in the first year of the Agreement appropriate.
>
> Given the potential volatility of the LGF and the casino revenues provided to the County by the State, among other things, it is appropriate that the 2nd and 3rd year of the Agreement be subject to reopeners when there is more financial information particularly with respect to the extent LGF and casino revenues are provided by the State.”

C. Further Union Contentions

The Union contends that the one percent (1%) increase in base wage rates for the first year, recommended in the Report, is fully justified. In two areas alone, casino revenues and use tax revenues, it appears that there will be sufficient increases to support the modest improvement recommended in the Report. Furthermore, it is Important to note that the County needs to keep its wage rates competitive with other departments or risk losing competent officers.

D. The County's Amended Wage Proposal

At the fact-finding, the County's wage proposal going into conciliation was a "wage freeze for 2013 and wage reopeners for the second (2014) and third (2015) years of the agreement." After presentation of its case, including the testimony of the County Administrator, the County requested permission to amend its wage proposal, as follows:

First year (effective January 1, 2013)

One-half percent (.5%) increase in the base wage rate.

Second year (effective January 1, 2014)

One-half percent (.5%) increase in the base wage rate.

Third year – wage reopener

This amended proposal covers the three bargaining units involved herein.

Without objection, the undersigned granted the County's request to amend its proposal.

E. Findings

During his testimony at the Conciliation hearing the County Administrator estimated the cost of a one percent increase in base wages to be about $11,500 plus "rollups" in the first year. This means that the cost difference between the increase recommended in the Report (accepted by the Union) and the County's amended proposal is about $5700 in the first year, plus rollups. Of course that amount would double in the second year.

If there is now a problem with the Report, it relates not to the amount of the wage increase – currently very close to the County's amended proposal – but to reliance on speculation. Thus the County *might* decide to increase real estate transfer fees; investment income and casino gambling revenues *might* go up; greater employment in the County *might* generate more income and sales tax revenues, etc., etc. A more conservative approach, that accepts the principle of a one percent increase in the base wage rate but is phased in more gradually, would allow for the more speculative estimates, relied on the Report, to take effect. The phased-in approach embodied in the County's amended proposal, would also postpone the wage reopener until the third year, enabling both parties to better evaluate the economic trends in the County as they develop.

AWARD

ARTICLE 24
COMPENSATION

Section 24.1 All employees covered by this agreement shall be paid in accordance with the hourly rate schedule in Appendix A.

Section 24.2 The hourly wage rates set forth in Appendix A (Blue, Gold and Dispatcher units) shall be changed to reflect the following increases:

Effective January 1, 2013 -- .05 percent
Effective January 1, 2014 -- .05 percent

Section 24.3 New employees shall be paid at the probationary rate in the wage schedule until six (6) months of satisfactory service are completed.

Section 24.4 Upon successful completion of an initial probationary period, the employee shall be advanced to the next step in the employee' s pay range at the beginning of the pay period following the completion date of the probationary period.

Section 24.5 An employee called in to work at a time outside the employee's regularly scheduled shift, including court time, which call-out does not abut the employee's regularly scheduled shift, shall be paid for all time actually worked, but in no event will the amount paid be less than three (3) hours' pay at the employee's regular rate of pay. Any employee called in to rectify the employee's own error shall be credited with the actual time worked at the regular rate of pay and not with the minimum premium herein stated.

Section 24.6 Employees assigned by the Sheriff or designee to work and substantially perform the job duties of a higher classification on a temporary basis for a minimum of eight (8) consecutive hours shall have their pay increased to the appropriate scale per hour for all hours worked in the higher classification.

Section 24.7 Compensation shall not be paid more than once for the same hours under any provisions of this Agreement. Unauthorized leave, periods of suspension, absence without leave, and other unpaid leaves shall be deducted from the hours worked during the biweekly pay period in which such absences occur, and are not to be considered in paying overtime.

Section 24.8 An employee who quits or retires will be paid for all compensatory time to the employee's credit at their final rate of pay. The spouse, beneficiary, or executor of the estate, as applicable, shall receive any payment due in the event of the death of an employee.

Section 24.9 The employer shall keep a deferred compensation program on behalf of the employees, whereby the employee's pension contribution shall be treated as deferred compensation for federal and state income tax purposes.

Section 24.10 All employees assigned to the afternoon shift (2^{nd} shift) and employees assigned to the evening shift (3^{rd} shift) shall be paid a thirty cents ($.30) per hour shift differential for all hours worked. Shift differential shall not apply to paid time off.

Section 24.11 The parties agree to reopen Article 25 and Appendix A for the 3^{rd} year of the Agreement in accordance with R.C. 4117.

A. The Fact-finding Report

The Fact-finding Report cogently set forth the parties' positions, followed by the recommendation:

Article 25 Holidays/Personal Days (Dispatch Unit Only)

Union Position: The Union points out that the Agreement lists and identifies ten (10) holidays that are observed by members of the Sheriff's Office. All members of the bargaining unit are paid eight (8) hours of straight time for each of the ten (10) holidays for a total of eighty (80) hours of straight time whether they work on the holiday or not, provided they work their scheduled shifts the day before and the day after the holiday. Currently, the dispatchers are paid at time and one half (1/2) their regular rate of pay for each hour actually worked on any of those named holidays. The Union made no proposal to change or modify the observed holidays or the days on which they are observed. The Union also did not propose a change in the hourly rate of pay when a member works on a holiday

The Union proposes that in lieu of receiving payment for the full eighty (80) hours of holiday straight time that the dispatchers be permitted the option of receiving eight (8) hours of time off for no more than five (5) of those ten (10) holidays (with Christmas and New Year's day being accepted.) This would result in a member being permitted to take no more than forty (40) hours of time off per year for holidays in lieu of being paid. The member would be required to notify the Employer of the holidays for which they wish to receive time off in lieu of payment no later than December 15 of the previous year. The time off would be taken only after the holiday for which it is substituted has been observed and the time off would be requested in the same manner as personal leave days. The proposed language modification would be to the following portion of section 25.1 (proposed new language underscored):

> For each holiday listed above, the employee shall receive eight (8) hours pay <u>or eight (8) hours of time off</u> as holiday pay provided that they work their full scheduled day before and after the holiday or are on approved leave other than sick leave. <u>Employees who wish to receive eight (8) hours of time off rather than pay for any of the holidays listed above shall declare such irrevocable intent in writing to the employer no later than December 15 of the previous calendar year. Employees may make such request for time off in lieu of pay for not more than five (5) holidays each calendar year except for Christmas and New Year's Day. Once the holiday for which the time off will be taken has been observed (per the above-referenced list of holidays), the employee will request a day off that is desired using the same methods as personal leave days are required.</u>

This proposal is made because unlike the officers who work the road and are eligible for special details, dispatchers have n such option. Civilian employees in the Office (clerical and administrative staff) do not have to work on holidays, but dispatchers do. Since dispatchers do not get a holiday off unless they use some form of lead time, the proposed change in this section would allow a dispatcher the opportunity to substitute time for money and have a chance to take a day of because a holiday has been worked.

County Position: The County takes the position that this proposal should not be adopted. The County asserts that the dispatching operation is a 24/7 operation and that the granting of up to five additionally essentially personal days per dispatcher would allow a maximum of 40 off days consisting of 340 hours t accommodate this proposed provision for all employees. These off days would have to be covered through overtime payments which would be a significant additional cost to the County. The County also raises the question of how this relates to the requested pay raise by the Union when this proposal would allow employees to essentially give back 40 hours of pay or almost 2% of their pay for this time off. The County also refers to the financial condition of the County as outlined in its position on wages above as supporting its position that this provision not be recommended.

Recommendation of the Fact-Finder: The County's position that there be no change in the current language of Article 25.1 f the Dispatchers Unit Agreement is hereby recommended. The County has presented the more persuasive and compelling arguments that this language should not be changed.

B. Findings and Award

As noted above, the Union initially accepted the recommendation that the pertinent language of Article 25 remain unchanged. In conciliation the Union chose to reiterate its initial position; while the County's position remained unchanged.

The Union's position was amplified by witness testimony at the Conciliation hearing. Such testimony demonstrated that the dispatchers believe they do not get enough time off. Their job is stressful (i.e. 911 calls) and there is high usage of sick leave. Other classifications – secretaries and road dispatchers – either receive weekends off or work four-day weeks. Currently the dispatchers are working understaffed, adding to their stress. The dispatchers do not believe there is significant cost attached to the Union proposal because (1) the time off being sought is unpaid; and (2) because it is likely that most of the dispatchers will use all the proposed days off.

The county's position in conciliation was the same as set forth above. Essentially the County states that the dispatchers knew it was a 24/7 operation when they took the job. There is also a financial concern, in that the Union's proposal could generate up to 340 days off per year, that would have to be covered by overtime. Currently there are six bargaining unit dispatchers, and the county is trying to add two or three – which would ad to the overtime cost if the proposal were implemented.

The fact-finder considered the parties respective positions and concluded that the county's contentions were "more persuasive and compelling." Nothing that was presented at the conciliation hearing warrants a different result.

AWARD

The current language of Article 25, Section 25.1 shall remain in effect.

IV. CONCLUSION

There being no further provisions in dispute, the contract is now completed.

Respectfully submitted,

Jeffrey A. Belkin

Conciliator

April 11, 2013
Shaker Heights, OH 44122