

State Employment Relations Board
Conciliation Report
September 26, 2014

In the Matter of:)
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The Franklin County Sheriff)
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)
and) SERB Case No. 12-MED-09-0998
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)
)
The Fraternal Order of Police/)
Ohio Labor Council)
)

Appearances

For the FOP/OLC:

Andrea Johan: FOP/OLC Staff Representative
Renee Lohmeier: FCSO Communications Supervisor
Stephanie Newman: FCSO Communications Supervisor

For the Franklin County Sheriff:

Robert Weisman: Counsel to the Franklin County Sheriff
David Campbell, Counsel to the Franklin County Sheriff
Lindsay Rasey: Franklin County Sheriff's Office – Human Resources
Geoff Stobert: Franklin County Sheriff's Office
Rob Young: Franklin County Board of Commissioners – Human Resources

Conciliator: Dennis M. Byrne

Introduction:

This Conciliation involves members of the Franklin County Sheriff's Office Communications Supervisors represented by Fraternal Order of Police/Ohio Labor Council (Union) and the Franklin County Sheriff (Employer). In October of 2012, the parties began negotiations for a successor agreement for the Communications Technicians' contract that expired on January 1, 2013. However, the Sheriff's Office created the position of Communications Supervisor during these negotiations, and the State Employment Relations Board certified the Supervisors' Unit on August 13, 2013. Consequently, the entire Communications Division, i.e., the Communications Technicians and the newly certified Communications Supervisors, were bargaining for a new contract(s) during the late summer of 2013. However, the parties were unable to reach an agreement, and they scheduled a Fact Finding hearing. The Fact Finding was held on September 24, 2013. Unfortunately, for a variety of reasons, the Fact Finder's Report was not issued until April 16, 2014. The Communications Technicians accepted the report, but the Communications Supervisors rejected the recommended settlement. Consequently, the Conciliation involves only the Communications Supervisory Unit.

There are two (2) issues outstanding. The first is Article 18, (Wages), and the second is Article 34, (Duration). Both parties agree that there is no substantive disagreement on the Duration Article; and therefore, this report will focus on the parties' disagreement on the wage issue.

The Conciliation Hearing commenced at 10:00 A.M. on Thursday October 11, 2014 at the Franklin Township Administration Building. The hearing adjourned at approximately 12:00 P.M.

CRITERIA

The Ohio Revised Code enumerates the criteria to be considered by a Conciliator when making recommendations. The criteria are found in ORC 4117-9-06-H (1) to ORC 4117-9-06-H(6). The criteria are:

1. Past collectively bargained agreements, if any, between the parties
2. Comparisons
3. The interests and welfare of the public and the ability of the public employer to finance the settlement
4. The lawful authority of the public employer
5. The stipulations of the parties
6. Such other factors not itemized above, which are normally or traditionally used in disputes of this nature.

Issue: Article 18 – Wages

Union Position: The Union demand is for a twenty-five (25%) percent rank differential. In addition, the Union demands a thirty-five (\$.35) cent per hour increase in the shift differential. That is, the Union demands a one (\$1.00) dollar per hour shift differential instead of the current sixty-five (\$.65) cents per hour differential.

Sheriff's Position: The Sheriff rejects the Union' demand(s) and counters with the Fact Finder's recommended settlement.

Discussion: This is an unusual situation. The Sheriff's Representatives testified that the Fact Finder accepted the Union's Fact Finding position and now the Union

was attempting to change (increase) its demand(s). The Employer argued that this action was highly unusual, and that the Conciliator should not consider the Union's wage demand. The Union agreed that its position was unusual, but argued that the fact that the Fact Finder's report was issued seven (7) months after the hearing, and the Conciliation was held over four (4) months later meant that a year had passed from the time of the Fact Finding until the issuance of the Conciliator's Award. The Union argued that this time lag gave it a "laboratory test" of the duties of a Communication Supervisor, and that knowledge caused it to change its positions.

Given the unusual nature of the situation, the Conciliator and the parties discussed the issue off the record. During those discussions, the Employer stated that the Fact Finder's report contained an error. According to the Fact Finder's narrative, he accepted the Union's position on the wage issue. That position was that the Communications Supervisors receive a post-probationary hourly wage of twenty-five dollars (\$25.00). However, the Fact Finder wrote that the post-probationary wage should be twenty-three dollars and ninety-five cents (\$23.95) in his report. The Employer stated that it would pay the twenty-five dollar (\$25.00) figure because it had accepted the Fact Finder's recommendation and the correct figure was twenty-five (\$25.00) dollars per hour.

Given the entire record and the prehearing discussions, the Union agreed to the Employer's position on the issue. That is, ultimately both parties agreed to the Fact Finding report. Therefore, the Conciliator is also awarding the Fact Finder's recommendations for the wage article.

Recommended Language:

Note: There are five separate sections to the wage article, and there are changes to each section.

Article 18 (1): Wage increases for 2014 and 2015

There will be no raise (0%) for 2013. On the first day of the first full pay period of 2014, the post-probationary wage will be twenty-five (\$25.00) dollars. As of the first day of the first full pay period of 2014, the probationary wage will be twenty-three dollars and fifty cents (\$23.50). For 2015 the pay rate shall increase by one and one-quarter (1.25) percent.

Article 18(2)

The shift differential will remain as per current language, i.e., sixty-five cents (\$.65) per hour.

Article (3)

Service Credit: Current Contract Language

Article 18 (4)

Length of Service Lump Sum Payment: Section is deleted.

Article 18 (5)

Training Compensation: The parties agreed on this language of this section and it was not raised at the Conciliation.

Issue: Article 34 - Duration

Recommended Language: This Agreement shall be effective from January 1, 2013 until the conclusion of the pay period that includes January 1, 2016. If either party wishes to modify or amend this agreement, that party shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to and not

later than ninety (90) days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt of the notice of intent unless extended by mutual agreement.

All other agreements between the parties are included in this recommendation by reference.

Signed the 25rd day of September 2014 at Munroe Falls, Ohio

/Dennis Byrne?
Conciliator