

**STATE EMPLOYMENT RELATIONS BOARD  
STATE OF OHIO**

In the matter of conciliation between:

Case No. 15-MED-10-1118  
(Full-time Dispatchers)

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.

Hearing: April 6, 2016  
At Ashtabula County Sheriff's Office

and

ASHTABULA COUNTY SHERIFF

Before Conciliator  
Jack Buettner

**CONCILIATOR'S AWARD**

Appearances:

Union: Lucy DiNardo FOP/OLC Representative  
Cindy Herpy Dispatch

Employer: John Barkan Attorney  
William Johnson Sheriff

Introduction and Background:

Ashtabula County is geographically the largest county in Ohio, encompassing twenty-seven townships, eight school districts, and nine municipalities. The County Sheriff is the chief law enforcement officer of the County and provides specialized services, which include maintaining a special staff of deputies whose duties are to assist local law enforcement officers upon request and to enforce laws in unincorporated areas of the county. The Sheriff also operates and maintains the County Jail and is responsible for its inmates, including persons detained for trial or transfer to other institutes. Additionally, the Sheriff is in charge of the preparation and service of documents, is the acting body and chief administrator of public services for the county, and has the dispatching functions for all of Ashtabula County.

The current Collective Bargaining Agreement (CBA) expired December 31, 2015. The parties had several bargaining sessions and several tentative agreements were reached.

The bargaining unit consists of approximately five (5) full-time dispatchers.

Procedural Matters:

An Extension Agreement was signed prior to the conciliation. "The parties hereby agree that if impasse is reached, negotiations will by-pass fact-finding and move to Conciliation. The parties also agree to a MAD, using Jack Buettner as the Conciliator. As a result of this agreement, the parties waive the provisions of 4117.14(G)(11) in regard to all matters of compensation or with the cost implications which may be awarded by the conciliator in accordance with Chapter 4117 O.R.C. and agree that the conciliator may award wage increases or other matters with cost implications to be retroactive to January 1, 2016."

SERB appointed the conciliator by email dated November 12, 2015. The matter was scheduled for hearing April 6, 2016 by mutual agreement with the parties. Position statements were received by the conciliator and served by each party upon the opposing party prior to the hearing in accordance O.A.C. Rule 4117-9-06 (E).

The Conciliator attempted to mediate the unresolved issues prior to a formal conciliation hearing in accordance with O.R.C. Section 4117.14(G)(1). The parties were unable to reach agreement. As a result, a formal conciliation hearing commenced at which time the parties were provided complete opportunity to present testimony and evidence. The record in this proceeding was closed at the conclusion of the formal hearing in Ashtabula, Ohio on April 6<sup>th</sup>, 2016.

## UNRESOLVED ISSUES

### Article 25: Sick Leave/Personal Leave/Sick Leave Bonus

Union Position: All sections remain Current Contract Language except for Section 5B.

Section 5. Use of Sick Leave

B. Three (3) days ~~sick~~ **paid, (leave not deducted from sick leave)** leave may be granted to the employee who provides proof of attendance at the funeral of: brother, sister, spouse, child, mother, father, person standing in loco parentis, father-in-law, mother-in-law, daughter-in-law, son-in-law, **sister-in-law, brother-in-law**, aunt, uncle, niece,

nephew, grandparent, or grandchild. Funeral leave days must be three (3) consecutive calendar days and include the day of the funeral. Sick leave of five (5) consecutive calendar days may be granted by the Employer for funerals more than 500 miles round trip from the employee's home or for unusual circumstances. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive calendar days will be scheduled with the approval of the Appointing Authority.

Employer Position: Maintain Current Contract Language

Award: As a result of the testimony and evidence presented, my award is to add "brother-in-law" and "sister-in-law" to the current language with no other changes. This would be effective May 1, 2016. All other sections remain as Current Contract Language.

#### Section 5. Use of Sick

B. Three (3) days sick leave may be granted to the employee who provides proof of attendance at the funeral of: brother, sister, spouse, child, mother, father, person standing in loco parentis, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle niece, nephew, grandparent, or grandchild. Funeral leave days must be three (3) consecutive calendar days and include the day of the funeral. Sick leave of five (5) consecutive calendar days may be granted by the Employer for funerals more than 500 miles round trip from the employee's home or for unusual circumstances. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive calendar days will be scheduled with the approval of the Appointing Authority.

### Article 30: Wages/Longevity

Union Position: All sections remain current contract language except for changes in Section 1 and the addition of a new section, 4.

Section 1. Effective January 1, ~~2013~~ **2016** all employees covered by this Agreement shall be given a **three percent (3%)** wage increase to their current ~~2012~~ **2015** wage rate, effective January 1, ~~2014~~ **2017**, all employees covered by this Agreement shall receive a **two (2%)** ~~one and one half percent (1 1/2%)~~ **percent** increase to their ~~2013~~ **2016** wage rate, and effective January 1, ~~2015~~ **2018** all employees covered by the Agreement shall receive a ~~one and one half percent (1 1/2%)~~ **two percent (2%)** increase to their ~~2014~~ **2017** wage rate.

**Section 4 (new language): There shall be a stipend paid each year of this Agreement of five hundred dollars (\$500) paid to TAC and assistant TAC dispatchers. This stipend**

**shall be by separate check and paid within the second pay period of January of each year of this Agreement.**

Employer Position: The Employer's position is to have wage increases of two percent (2%) in 2016, two percent (2%) in 2017, and two percent (2%) in 2018. The Employer does not agree to the addition of a new Section 4 with stipends for TAC and assistant TAC dispatchers.

Award: All testimony, evidence, and comparables were reviewed. Another factor that was considered in making the award was the Conciliation Report before Harry Graham between the Ohio Patrolman's Benevolent Association and the Ashtabula County Sheriff's Office. My award is to accept the Employer's final wage offer of a two percent (2%) increase effective January 1, 2016, a two percent (2%) increase effective January 1, 2017, and a two percent (2%) increase effective January 1, 2018.

With regard to the Union's position of Article 30, Section 4, (new language) I award the Union's final position as stated. This is done after reviewing these dispatchers to other dispatchers in bargaining units doing comparable work and functions, and in light of their increased job responsibilities. New Section 4 would become effective January 1, 2017.

Section 1. Effective January 1, 2016 all employees covered by this Agreement shall be given a two percent (2%) wage increase to their current 2015 wage rate, effective January 1, 2017, all employees covered by this Agreement shall receive a two (2%) percent increase to their 2016 wage rate, and effective January 1, 2018 all employees covered by the Agreement shall receive a two percent (2%) increase to their 2017 wage rate.

Section 4 (new language): There shall be a stipend paid each year of this Agreement of five hundred dollars (\$500) paid to TAC and assistant TAC dispatchers. This stipend shall be by separate check and paid within the second pay period of January of each year of this Agreement.

Closing:

Due to the fact that the parties mutually agreed to forgo fact-finding and move right to conciliation, the Conciliator, in making his award, took into consideration oral testimony and evidence presented at the April 6, 2016 hearing, as well as relevant factors as stated in O.R.C. Section 4117.14 (G)(6) & (7).

All Tentative Agreements are incorporated into this award by reference.

## CERTIFICATE OF SERVICE

The Undersigned hereby certifies that a true copy of this Conciliation Award was electronically transmitted by email to Lucy DiNardo, Staff Representative ([Ldinardofop@wowway.com](mailto:Ldinardofop@wowway.com)), John Barkan, Attorney ([jnbarkan@consultant.com](mailto:jnbarkan@consultant.com)) and the State Employment Relations Board ([Med@serb.state.oh.us](mailto:Med@serb.state.oh.us)) this 25<sup>th</sup> day of April, 2016.

*Jack Buettner*

John (Jack) F. Buettner  
Conciliator