

STATE EMPLOYMENT
RELATIONS BOARD

2001 DEC 17 A 11:10

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In the Matter of Factfinding *
* SERB Case Number:
Between *
* 01-MED-01-0067
Ohio Patrolmen's Benevolent *
Association * Before: Harry Graham
*
and *
*
Port Columbus Municipal *
Airport Authority *
*

APPEARANCES: For OPBA:

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INTRODUCTION: The bargaining unit involved in this matter is composed of six sergeants at the Columbus, OH. Municipal Airport. The Airport maintains its own police department. Officers below the rank of sergeant are represented by the Fraternal Order of Police. Members of this bargaining unit are represented by the Ohio Patrolmen's Benevolent Association. Certain other employees at the Airport are

represented by AFSCME Local 3770. Both the FOP and AFSCME represented bargaining units had in effect collective bargaining agreements when the Sergeants opted for representation by the OPBA. The agreement resulting from this proceeding represents the first between the OPBA and the Airport. Negotiations for this agreement commenced in February, 2001. Little progress was made in securing the initial agreement. Various mediation efforts were had involving personnel from the Ohio State Employment Relations Board (SERB) and this neutral. It became obvious that further negotiations and mediation would be useless. The parties submitted their proposals on the various open issues to the Factfinder for recommendation in written form. As their positions had been thoroughly explored during mediation no oral hearing was held.

ISSUE 1, DISCIPLINARY PROCEDURES AND PERSONNEL RECORDS

POSITION OF THE UNION: The Union proposes what is contends is commonplace language in collective bargaining agreements involving police in Ohio. Its proposal is an amalgam of language found around the State and does not represent anything unusual. No breakthrough language is being sought by the Union on this issue. Hence, it should be recommended in its entirety the Union urges.

POSITION OF THE EMPLOYER: The Employer points to the

existence of the Agreement covering police officers below the rank of sergeant who are represented by the Fraternal Order of Police. Its Articles 15 and 16 deal with "Internal Investigation and Discipline" and "Personnel Records" respectively. Like the language proposed by the Union, the proposed language of the Employer on this matter is not unusual. It exists for another group of employees at the Airport. No problems with its implementation were cited to this neutral. In fact, it has worked satisfactorily. Thus, it should be adopted for this bargaining unit the Employer asserts.

DISCUSSION: The officers in this bargaining unit work in close proximity to those represented by the FOP. For all intents and purposes, their conditions are identical. There is a presumption that there should be similar treatment for similarly situated personnel. It was not shown by the Union that the language found in the FOP Agreement at Articles 15 and 16 was burdensome or had worked a hardship on officers. That language exists for the other police bargaining unit at the airport. No cogent reason was advanced to depart from it for this group. The language in the FOP Agreement at Articles 15 and 16 is recommended to the parties to deal with this issue.

ISSUE 2, SPECIAL LEAVE WITH PAY

POSITION OF THE UNION: The Union is seeking inclusion in the Agreement of Military Leave under certain circumstances. It points out that such leave is found in the Agreement covering employees represented by AFSCME and the FOP. Given the current concern over domestic terrorism and the continuing conflict in Afghanistan there is a possibility people in this bargaining unit may be called to serve. Thus, military leave should be included in the Agreement the Union contends.

The parties are not far apart on the issue of jury duty leave but have not reached agreement. The Union seeks a recommendation from the Factfinder on this issue.

There is found in the AFSCME Agreement provision for Disaster Leave. The OPBA proposes it be adopted in this Agreement. As set forth below, the Employer has no proposal in this area.

The Union agrees with the Employer's proposal for Examination Leave. It mimics that found in the AFSCME Agreement.

Another aspect of the Union proposal concerning leave is inclusion of personal leave. Its Exhibit 3 shows such leave is widespread in Franklin County, OH.

POSITION OF THE EMPLOYER: The Airport is opposed to the inclusion of Military Leave in this Agreement. Acknowledging that it is found in the FOP Agreement, the Employer asserts

that as no member of this bargaining unit is in the military, inclusion of the requested leave is unnecessary.

The Employer proposal on Jury Duty Leave is identical to that found in the FOP Agreement. No reason exists to depart from it in the Employer's opinion.

The Airport opposes inclusion of Disaster Leave in the Agreement. Its inclusion might mean an employee was called away at the same time service at the Airport was urgently required. Finally, the Union proposal for Emergency Personal Leave should be rejected as it is an attempt to secure sick leave use for time off duty. That is inappropriate and should be rejected according to the Employer.

The Employer proposes inclusion of Examination Leave. This is a leave not referenced by the Union. It would be available to employees taking a required examination relevant to their employment upon approval of the Public Safety Director.

DISCUSSION: The proposal of the Employer for Jury Duty Leave tracks that found in the FOP Agreement. It is recommended. So too is the Employer's proposal for Examination Leave.

The FOP Agreement at Sections 18.1 and 18.2 indicates that the Employer will comply with state and federal law regarding military leave. It also specifies circumstances under which military leave may be utilized and the pay to be

made for such leave. That is unobjectionable and the same language is recommended for inclusion for the bargaining unit represented by the OPBA.

At Section 19.5 the Agreement covering AFSCME-represented employees provides for Disaster Leave. The grant of such leave is "subject to the approval of the Executive Director for the individual involved." The Employer has retained authority to grant or deny such leave. Under these circumstances, the proposal of the Union is unexceptionable and is recommended.

ISSUE 3, TRAVEL TIME/TRAINING

POSITION OF THE UNION: In essence, the proposal of the OPBA on this issue follows the AFSCME Agreement. As the Union views it, no difficulties have arisen with the AFSCME Agreement in this area. No bona-fide reason exists not to recommend its proposal or that of the AFSCME contract language the Union contends.

POSITION OF THE EMPLOYER: The Employer points out that the Agreement with the FOP contains language dealing with training. Found at Article 14 in the FOP contract, it deals with voluntary and required training as well as travel time. As it is specific to police, it should be adopted by this bargaining unit as well according to the Airport.

DISCUSSION: This is an initial Agreement between the parties.

The language found in the FOP Agreement was not shown to work a hardship on employees or to have given difficulty when applied. It is recommended to the parties.

ISSUE 4, INJURY LEAVE

POSITION OF THE UNION: The Union has a comprehensive injury leave proposal. Its proposed Article 20 would provide such leave with pay. That leave would be distinct from Workers' Compensation and any Disability Leave available to employees. The many other aspects of the Union proposal are available for examination in its submission to the Factfinder. As is readily determined from examination of Union Exhibit 3, injury leave is the norm among police departments in the Columbus, OH. area.

POSITION OF THE EMPLOYER: The Airport made no proposal on this issue.

DISCUSSION: The concept of injury leave is so widely accepted as to require no elaboration. It must be included in the forthcoming Agreement. That does not require adoption of the proposal of the Union. For instance, the Union proposal contains such an unusual feature as the presumption that cardiac illness is to be considered as being work-related. Such a presumption is not generally found in labor agreements. Once again, reference is had to an existing Collective Bargaining Agreement involving the Employer: that

between it and AFSCME. At Article 21 that Agreement concerns itself with injury leave. It is a comprehensive statement of the authority of the Employer and the rights of employees with respect to this matter. It is recommended to the parties. It is noted that the injury leave provision in the AFSCME Agreement references injury leave taken "on or after April 1, 1990." This should be changed to "on or after January 1, 2002."

ISSUE 5, SICK LEAVE

DISCUSSION: The parties have substantial areas of agreement in their proposals on this issue. It is unnecessary to recapitulate them in detail. The Employer has embraced the language found in the FOP Agreement. No reason exists to alter that language in the view of this Factfinder. It is recommended to the parties without alteration.

ISSUE 6, LEAVE WITHOUT PAY

POSITION OF THE UNION: The Union proposes the Agreement contain a provision dealing with Leave Without Pay. Such a provision is contained in the Agreement covering the AFSCME-represented employees. It is also found in the current employee Handbook. Leave Without Pay provisions are commonplace. No reason exists not to include such a provision in the forthcoming Agreement. The Union urges adoption of its proposed language on this issue.

POSITION OF THE EMPLOYER: The Airport desires no language on this issue be included in the Agreement. The FOP Agreement is silent on this subject. Further, this is a small bargaining unit. Should it be the case that sergeants are off-duty on leave without pay it will create budgetary and scheduling difficulties for the Police Department. Thus, no such leave should be available to employees the Employer contends.

DISCUSSION: Provisions for Leave Without Pay are commonplace. Such leaves are not taken frequently. After all, people require pay in order to live in our society. Substantial portions of the OPBA proposal on this issue are recommended. It must be noted that the Executive Director or designee is given discretion under the proposal to grant or withhold Leave Without Pay. The proposed Section 23.4 "Union Leave" is excessive. To permit two bargaining unit members to be away on LWOP on Union business should not be expected in a bargaining unit of such small size. Further, the proposal of the Union would make granting of LWOP Union Leave mandatory. It is recommended that Section 23.4 be restricted to "one" rather than "two" union members be off on LWOP at any one time. It is also recommended that in the first sentence of Section 23.4 the word "shall" be changed to the word "may." This will provide authority to reject application for such leave and harmonize Section 23.4 with language elsewhere in

the Union proposal.

ISSUE 7, HOLIDAYS

POSITION OF THE UNION: The Union acknowledges that the proposals of the parties are largely the same. The difference between the parties on this article relates to implementation of holiday pay and time off. The Union urges language from the AFSCME Agreement be incorporated into this Agreement.

POSITION OF THE EMPLOYER: The Airport points out that its proposed holiday language tracks that of the FOP Agreement with one exception. Its proposed Section 25.2 represents a clarification of the FOP Agreement, not a substantive change in the opinion of the Employer. Section 25.1 of the Employer's proposal is the same as that in the FOP Agreement and should not be altered the Employer contends.

DISCUSSION: Examination and comparison of the proposal of the Employer at Section 25.2 indicates that it indeed represents a clarification of the FOP provision on this matter. The proposal of the Employer is recommended in its entirety.

ISSUE 8, LAYOFFS

POSITION OF THE UNION: The Union proposal on layoff contemplates there be a 30 day notice period for layoffs. The Union also proposes that layoffs may only be made for lack of work or funds. The Union asserts that its proposal on this issue is more reasonable than that of the Employer.

POSITION OF THE EMPLOYER: The Employer proposes that it be able to layoff employees or abolish positions in this bargaining unit "as a result of lack of funds or work, reorganization or for efficient operations." It also proposes that notice be made seven days prior to the effective date of layoff, rather than the 30 days proposed by the Union. The proposal of the Airport is largely similar to the language found in the FOP Agreement on this issue. Thus, it should be recommended the Employer contends.

DISCUSSION: As must be obvious, this Factfinder gives substantial weight to the existing Agreements between the Airport and other bargaining units. In particular, the FOP Agreement language on this issue is almost identical to that proposed by the Employer for this bargaining unit. The difference between the Employer proposal and the FOP Agreement is in fact a clarification. The proposal of the Employer is recommended.

ISSUE 9, INSURANCE

POSITION OF THE UNION: There is substantial agreement between the parties on this issue as reflected in their proposed Sections 26.- 26.3 (Union) and 27.1 (Employer). As the Union views it, its proposal is more specific than that of the Employer and for this reason alone should be recommended. The Union also regards the proposal of the Employer regarding

Life Insurance as being ambiguous. It does not, in the opinion of the Union, commit the Employer to funding the entire cost of life insurance. Thus, the Union proposal on this issue should be recommended as well it asserts.

There is presently in effect for employees of the Airport a Legal Services Insurance plan. The proposal of the Employer on this issue does not contemplate its continuance. The Employee Handbook explicitly references maintenance of the legal services plan and this benefit should not be withdrawn from employees in the opinion of the Union.

The proposal of the Employer at its proposed Section 27.4 provides for a \$10.00 per month payment per employee for single health insurance coverage and \$20.00 per month for family coverage. The Employer is proposing to expand that employee payment by seeking to impose upon employees monthly payments of ten percent (10%) of annual increases in the health insurance premium. This is strongly opposed by the Union. It indicates that some jurisdictions in the Columbus, OH. metropolitan area pay the entire cost of health insurance. The proposal of the Employer is inappropriate and should not be recommended the Union insists.

POSITION OF THE EMPLOYER: As noted above, the Employer is seeking ability to raise employee payments towards health insurance coverage beyond the flat dollar amounts currently

found in the FOP Agreement. Its proposed ten percent (10%) of annual premium increase to be paid by employees is reasonable in light of increasing health insurance premiums the Airport asserts.

Legal Service coverage is not found in the FOP Agreement. That notwithstanding members of the FOP bargaining unit receive that benefit. Given the increase in health insurance premiums the Employer should not be mandated to provide legal service insurance to employees. Changing circumstances may require dollars being spent on such coverages to be redirected towards health insurance premiums.

The Airport is opposed to the proposal of the Union in its proposed Section 26.4 that should changes occur in life insurance coverage, that it meet with employees to "highlight" such proposed changes. It is also opposed to the Union proposal that the member "elected" life insurance and cost remain the same for the duration of the Agreement. Inclusion of such language would impede changes in the life insurance program that might occur affecting other Airport employees. Thus, that proposal of the Union should not be recommended the Employer asserts.

DISCUSSION: The proposal of the Employer that employees in this bargaining unit be responsible for ten percent (10%) of the annual increase in health insurance premiums is not

recommended. It is not found in either the AFSCME or FOP Agreements. In proceedings of this nature pattern settlements are given great weight. It is inappropriate to expect this small group of employees to bear a burden not borne by co-workers.

The proposal of the Union regarding the responsibility of the Employer to "highlight" proposed changes in the life insurance program and to maintain "elected" coverage for the duration of the Agreement are not found in the FOP Agreement. They are not recommended.

The situation with respect to legal services insurance is mixed. While it is not found in the FOP Agreement, it is found in the AFSCME Agreement. It is also found in the Employee Handbook. Police officers bear an increased risk of confrontation with the legal system of the nation. Thus, it is inappropriate that the Employer discontinue the legal services plan presently in effect. Its continuance as proposed by the Union is recommended. It is also recommended that the proposal of the Union to memorialize the duty of the Employer to provide liability insurance coverage as reflected in the Union proposal at Section 26.6 be included in the Agreement.

ISSUE 10, MISCELLANEOUS

POSITION OF THE UNION: As indicated by the caption,

"Miscellaneous" this article deals with a variety of issues. Due to a lack of congruence in numbering the Union proposal is in Article 27. That of the Employer is denominated Article 28. There is substantial agreement between the parties over "Record" and "Bulletin Board." Section 27.3 deals with Tuition Reimbursement. While the language of the Airport's proposal is acceptable to the Union, it proposes the amount available per person be \$3000.00 per year. This is above the amount proposed by the Employer as is set forth below.

The Union's proposed Section 27.4 deals with creation of a Labor Relations Committee. The Employer has a proposal on this matter as well. Either its, or the proposal of the Employer, is acceptable to the Union.

Proposed Sections 27.5 and 27.6 deal with intra-union communications. Section 27.5 provides the Union the ability to use intra-departmental mail boxes and e-mail for the purpose of disseminating union information. The Union at Section 27.6 proposes use of an unmonitored phone line for purposes of conducting union business by the OPBA Director.

The Union proposes at Section 27.7 a mileage allowance based upon the allowable Internal Revenue Service rate. That allowance is provided for in the AFSCME Agreement.

The Union has a proposal captioned Section 27.8. There is no analogous proposal from the Employer. The proposed Section

27.8 deals with Administrative/Temporary Assignments. It provides a limitation on the number of such assignments per year and a five percent (5.0%) pay premium to people so assigned. The Union notes that such clauses are normal in police Agreements and such a clause should be included in this Agreement.

The proposed Section 27.9 provides the Ohio Revised Code will govern the carrying of weapons off-duty. Section 27.10 deals with printing and distribution of the Agreement. It provides that cost of printing will be shared by the parties equally.

Proposed Section 27.11 indicates that sergeant assignments are to be considered of equal skill level. Thus, the Union proposes Rank Seniority be determinative when selecting applicants to fill an assignment. It seeks language tracking that found in the FOP Agreement on this issue.

POSITION OF THE EMPLOYER: The Airport points out that its proposal on accumulated leave is identical to that of the Union. (Er. Article 28.1, Union Article 27.1). The Union proposal on bulletin boards is taken from the AFSCME Agreement. The FOP Agreement has such a provision. The Employer urges adoption of the FOP proposal on this issue. Similarly, it proposes adopting of the FOP Agreement with respect to tuition reimbursement. The proposal of the OPBA

differs from that found in either the FOP or AFSCME Agreements and is burdensome in the Employer's opinion. It also proposes the same language as that of the FOP with respect to printing of the Agreement and waiver of the right to negotiate during the life of the Agreement as well as creation and meetings of a Labor-Management Committee. It agrees to the concept that all members of this, very small, bargaining unit, be considered as Union members of the Committee.

The Airport is opposed to permitting the OPBA to use its internal mail system. Neither the FOP nor AFSCME enjoy that privilege and this Union should not either the Employer asserts. Nor should the Union be permitted to use the internal telephone system except for processing grievances.

Policy of the Airport with respect to mileage reimbursement is found in the Handbook. It is revised periodically. No need exists to put a mileage policy in the Agreement according to the Employer.

In the opinion of the Employer no reason exists to include the Union proposal regarding Administrative/Temporary Assignments. The Employer regards it as unnecessary. It has the same response to the Union proposal concerning filling of vacancies. Finally, the Employer and Union are in agreement over the phraseology of the language to be used to govern

"off-duty weapons."

DISCUSSION: As is readily discerned from the text immediately above there are substantial areas of agreement on this Article. The proposal of the Employer at its Article 28.1. 2 and 3 is recommended. It has not been shown by the Union that the tuition reimbursement levels found in Section 28.3 are inadequate. Similarly, the proposal of the Employer dealing with Labor-Management Committee is recommended. The language from the FOP Agreement concerning printing of the Agreement is recommended as is its language concerning waiver of the right to negotiate.

The Union is correct in its assertion that filling of vacancies is a very important issue. The FOP Agreement deals with this issue in Article 11. The language of the FOP Agreement is recommended.

Inclusion of a mileage allowance in Collective Bargaining Agreements is standard. The proposal of the Union is recommended on this issue.

The parties are in agreement over the matter of carrying a weapon off-duty. Their agreement is recommended.

ISSUE 11, WAGES

POSITION OF THE UNION: The Union points out that under a policy of the Airport Police Department going back to 1997 it was proposed to bring members of the Department to

"reasonable parity" with police departments in the Columbus, OH. area by 2000. This would place a Sergeant at the Airport in the vicinity of \$54,000 per year by its calculations. The average entry step sergeant pay in the Columbus area is now \$57,025. The top pay averages \$58,444. In general, there is a single rate for sergeant pay in the area. Four Departments, those in Gahanna, Hilliard, Westerville and Worthington, have two sergeant pay levels. These are the entry and top steps. There are six sergeants in this bargaining unit. They are paid widely varying rates. All are paid less than the rate set forth in the departmental memo of 1997 and all are well below the going rate for sergeant found in the Columbus, OH. area. Computations performed by the Union show that the current sergeant pay is between 7.1% and 40.0% below the minimum average wage for sergeants in Franklin County, OH. There is a \$12,376.00 difference between the lowest paid and highest paid sergeant employed by the Airport. Based upon these considerations the Union proposes the following wage increases effective April 1, 2001

	<u>Hourly</u>	<u>Annual</u>
Initial Rate	\$24.71	\$51,396.80
After 1 year as Sergeant	\$26.01	\$54,100.80
After 2 years as Sergeant	\$27.38	\$56,950.40

Adoption of this proposal will still leave sergeants at the Airport 2.6% below average at top step and 11.0% below

average at the entry level.

The Union couples to this proposal a proposal to increase wages approximately five percent (5.0%) in the second and third years of the Agreement. Assuming arguendo that the average top rate in Franklin County increased 3.5% in 2002 and 2003, adoption of the Union proposal would result in sergeants at the Airport remaining below the average top rate and the end of the Agreement.

There is in the Department the classification of Master Police Officer. That classification carries a rate of 4.0% above that paid a police officer. This results in the Master Police Officer being paid more than four of the six sergeants at the base rate.

The parties agree over the hourly rate to be paid for shift differential. Their dispute is over the applicability of the stipend. The Union asserts shift differential should be paid from 4:00 p.m. to 8:00 a.m.

There is currently in effect what is known as "pension pick-up." The parties agree it should continue. The Union proposes a possible modification in the pension pick-up. Under its proposal the amount would be altered depending upon statutory changes.

Longevity pay is common in the police industry. Each police department asserted to be comparable by the Union,

those in Franklin County, OH. provide some form of longevity pay. The Union proposes institution of a modest form of such compensation as follows:

<u>Years of Service</u>	<u>Amount</u>
5 years	\$600.00
8 years	\$700.00
14 years	\$800.00
20 years	\$900.00
25 years	\$1000.00

Figures in this range are commonplace in the Columbus, OH. vicinity. All departments have this benefit. It must be awarded the Union asserts.

Finally, the Union points out that the Employer has never raised the question of "inability to pay." The Airport has the resources to pay its police sergeants competitively. That must now occur the Union contends.

POSITION OF THE EMPLOYER: The Employer acknowledges that Sergeants have widely differing wage levels. In 2000 they were placed in a group of positions judged comparable under the Hay system. (Hay is a well-known personnel consulting firm). They were slotted into category F-1. This placed them above such classifications as Parking Supervisor and Assistant Auditor and below classifications in Group E. These include such positions as Associate Counsel (various specialties) and Facilities Superintendent. The Employer is proposing to move the Sergeants into Hay Group E. This will

not, with one exception, generate a wage increase. The Employer notes that there is in place a "pension pick-up" program at the airport. If that is considered as well as proposed movement to Hay Group E, Sergeant pay is comparable to that found in police departments in the area.

The Employer is opposed to the Union proposal regarding longevity. It asserts such a concept is inappropriate at the Airport. It is also opposed to the Union proposal concerning pension pick-up. It is willing to continue the practice but does not desire to be bound by the language proposed by the Union.

DISCUSSION: The proposal of the Employer is unusual. It is unsupported by a shred of data. Comparisons, by statute and convention accorded great weight in proceedings of this nature, provide no justification whatsoever to the proposal of the Employer. To the contrary, they support the proposal of the Union unreservedly. This support is furnished in two ways. Initially, support is provided for the magnitude of the wage increase proposal made by the Union. Support is also provided for the structure of compensation for sergeants that goes hand-in-hand with the wage increase proposal. As pointed out by the Union, eight municipalities in Franklin County have a single pay rate for sergeants. Four others have two pay steps, an entry rate and a top rate. Both of these

practices are accepted in the industry in the nation. The Airport desires to set a new, novel, manner of wage payment. Not a single neutral labor relations practitioner would sanction such a strange proposal. No reason exists for sergeants in the Columbus, OH. Airport to be treated any differently than their colleagues across the nation with respect to the manner in which they are compensated. In essence, the Airport is urging acceptance of the concept that its police Sergeants do not rise to the level of average police sergeants in the Columbus, OH. metropolitan area. That proposition is insupportable.

The Employer has created a classification termed Master Police Officer. The rate paid to that classification is above the base rate being paid to four of the six Sergeants. That sort of anomaly should not be expected to stand scrutiny in a proceeding of this nature.

The Union has proposed a very substantial wage increase for Sergeants occur in the first year of the Agreement. It has also proposed a change in the structure of compensation to three rates for sergeants, entry, after one year and top. That proposal is unsupported by comparison data which indicates the normal structure for sergeant compensation is an entry rate and a top rate. A two level wage structure consisting of an entry and top rate for sergeants is

recommended. It the proposal of the Union for the entry rate (found on page 20 of its submission) is recommended. It is also recommended that the proposed two year rate become effective after one year. This proposal will address, but not entirely rectify, the horrendous wage discrepancy between Sergeants at the Airport and their colleagues elsewhere in the County. That wage increase should be made retroactive to April 1, 2001. It is recommended that this increase be followed by two (2) four percent (4.0%) wage increases in the second and third years of the Agreement. At this writing this represents a mainstream wage increase being seen in law enforcement bargaining units in Ohio.

The Employer opposition to longevity pay also flies in the face of conventional practice. It was not, and cannot, be shown that service as a Sergeant in the Police Department of the Columbus Airport is so different from service in any other Department as to warrant the unique compensation structure the Employer seeks to utilize. Each and every department in metropolitan Columbus provides longevity pay. No reason exists for Airport to depart from existing practice. The proposal of the Union as demonstrated by the data is well within the pattern of longevity payments found in the Columbus, OH. area. It is recommended.

The proposal of the Employer concerning pension pick-up

is not unusual. It is recommended to the parties.

Shift differential pay should be made to Sergeants who work on the second and third shifts irrespective of the starting and ending time. Whatever hours are designated by the Employer as constituting the second and third shifts should include the shift differential pay in addition to the basic hourly rate.

ISSUE 12, HAZARDOUS WEATHER CONDITIONS

POSITION OF THE UNION: The proposal of the Union seeks provision that an employee not be required to report for work in instances of snow or ice storms. Such represent hazardous conditions that place employees at risk the Union points out. Language dealing with this circumstance is found in the AFSCME Agreement and should be included in this Agreement as well the Union asserts.

POSITION OF THE EMPLOYER: No language on this issue should be included in the Agreement according to the Airport. Its inclusion in the AFSCME Agreement is a historical oddity and it has never been implemented. It is not found in other police agreements and cannot be justified the Employer contends.

DISCUSSION: The Employer is correct. The proposal of the Union is not found in Agreements covering police departments and is not recommended.

ISSUE 13, PROMOTIONS

POSITION OF THE UNION: The Union has a proposal regarding promotions. It provides that there be an open and competitive examination when the Employer is determining upon promotion to the rank of lieutenant and captain. Various other details are set forth in the Union proposal as well. These include the various weights to be assigned test scores, the results on an assessment center and seniority. The Union proposes the top scoring person at the conclusion of the examination/assessment/seniority evaluation be promoted.

POSITION OF THE EMPLOYER: The Airport is opposed to the proposal of the Union. It desires no language dealing with promotions appear in the Agreement.

DISCUSSION: Language regarding promotions is commonplace in collective bargaining agreements, whether in the public or private sectors. The Employer's opposition to such language once again flies in the face of convention and well-accepted practice in the nation. There is nothing unique about the Columbus Airport Police Department that would warrant such an exceptional situation. The Union proposal on this issue is not unusual. It is recommended to the parties with the following modifications. It is recommended that the sentence in the Union proposal "No additional ranks will be created without consultation and agreement being reached with the

OPBA" be stricken from the language. The language specifying the form of the examination, starting with the phrase "Competitive examination shall consist of a closed book...." should be stricken and replaced with the phrase "The competitive examination shall consist of forty percent (40%) of the total score." It is also recommended that the top three scoring candidates for promotion be considered as eligible for promotion. (The rule of 1 of 3).

ISSUE 14, FAMILY MEDICAL LEAVE ACT

POSITION OF THE UNION: The Union has a comprehensive proposal regarding the FMLA. It points out that the AFSCME Agreement contains a section dealing with this matter. The Agreement covering the police at the Airport should as well it asserts.

POSITION OF THE EMPLOYER: No language is needed on this issue the Employer contends. It is required to comply with the FMLA.

DISCUSSION: The Agreement covering the AFSCME bargaining unit deals with this matter. It provides "The Authority hereby agrees to comply with the Family Medical Leave Act." That language is recommended to the parties.

ISSUE 15, CONTRACTED SERVICES

POSITION OF THE UNION: The Union proposes that contracting out or civilianization decisions that may be taken by the Employer first be discussed at the Labor/Management Committee

meetings. It also proposes that auxiliary or reserve officers not be hired to bypass the Agreement. It seeks the ability to protest contracting out of law enforcement tasks in the grievance procedure.

POSITION OF THE EMPLOYER: The Employer is opposed to the proposal of the Union. No justification for it exists it asserts.

DISCUSSION: Maintenance of employment is a central concern of employees. Certainly a proposal to abolish jobs should be a matter of discussion. It is conceivable employees might have thoughts on the matter that might reduce or eliminate the need to abolish positions. The Union proposal calls for discussion. If the Employer then proceeds with contracting out, the Union may contest it in arbitration. If the Employer has sound rationale for its decision, it will prevail. The proposal of the Union is recommended in its entirety.

ISSUE 16, DRUG TESTING

POSITION OF THE UNION: The Union proposes continuance of the drug testing policy currently found in the Employee Handbook with minor modification. There is a MOU implementing that policy in the AFSCME Agreement as well. The Union proposal merely codifies the status quo according to the Union.

POSITION OF THE EMPLOYER: The Employer is opposed to the proposal of the Union. This issue is addressed in the

Employee Handbook. No reason exists to put it in the Agreement the Airport asserts.

DISCUSSION: Handbooks may be changed unilaterally. Agreements may not. The provisions of the Handbook on this issue are mutually acceptable. No reason not to include them in the Agreement exists. The provisions of the Employee Handbook regarding Drug Testing are recommended to be included in the Agreement.

ISSUE 17, SPECIAL DUTY

POSITION OF THE UNION: The Union points out that Special Duty provisions are normal in Police Collective Bargaining Agreements. Its proposed language is not unusual. No reason for the Agreement to be silent on this issue exists in the opinion of the Union.

POSITION OF THE EMPLOYER: The Airport desires no language on this matter be included in the Agreement. None is needed it asserts as the matter is addressed in the Personnel Management Procedures of the Police Department. (Er. Ex. 3).

DISCUSSION: See the discussion above regarding drug testing. It is recommended the provisions of Employer Exhibit 3 be included in the Agreement.

ISSUE 18, UNIFORM MAINTENANCE

PROPOSAL OF THE UNION: There is substantial agreement between the parties on this issue. However, the Union is seeking a

provision that the Employer replace at no cost to employees worn-out or damaged articles of the uniform. It also seeks a provision of \$700.00 per year for employees assigned to plain clothes or administrative duty.

POSITION OF THE EMPLOYER: The Agreement covering the FOP bargaining unit deals with this matter. Its terms should recommended asserts the Employer.

DISCUSSION: The FOP Agreement does indeed deal with this matter adequately. With the addition of dry cleaning as proposed by the Employer at its Article 36.3 the proposal of the Employer on this issue is recommended.

ISSUE 19, ON-CALL COMPENSATION

POSITION OF THE UNION: The Union proposes an "on-call" payment of \$2.00 per hour for all hours spent in "on-call" status. When employees are in such status they are not truly off-duty. Thus, its proposal of a minimal payment is justified the Union asserts.

POSITION OF THE EMPLOYER: No proposal on this issue is made by the Airport. No justification for the Union proposal exists in its view. Sergeants are not required to be on-call. Thus, no contractual provision is warranted according to the Employer.

DISCUSSION: No contract language on this issue is recommended.

ISSUE 20, PARKING

POSITION OF THE UNION: As the Union relates history, the Employer changed the parking benefit during the course of negotiations. Employees now must ride a shuttle bus from a remote parking lot to arrive at work. This adds to the work day time that is uncompensated. The Union proposes that parking proximate to the work site be provided free of charge or, in the alternative, employees receive 40 minutes pay at the overtime rate.

POSITION OF THE EMPLOYER: The Airport points out that provision for parking has changed over time as the facility has grown. Substantial numbers of Airport employees and tenant employees park where Sergeants now park. No change in the current practice is justified the Employer asserts.

DISCUSSION: Notwithstanding the plaintive plea of the Union, no contract language is recommended on this issue. Parking availability has repeatedly changed for employees of the Airport. It was not shown that a unique hardship is being worked upon members of this bargaining unit. Contractual silence is recommended.

ISSUE 21, DURATION

POSITION OF THE UNION: The Union proposes an Agreement effective from April 1, 2001 to December 31, 2003. This unusual contract term is due the fact that the Union was

certified in January, 2001 and filed its notice to negotiate in the same month. The Union also proposes that past practices continue during the life of the Agreement. Should there be a dispute over whether or not practice has been changed by the Employer, the Union desires this article (Article 40 in its labeling) provide explicitly that the Union may grieve to arbitration. Should the parties be unable to reach agreement on a successor Agreement, the Union proposes recourse to the dispute resolution provisions of ORC 4117 with the proviso a Conciliator have authority to award any wage increase retroactively.

POSITION OF THE EMPLOYER: The Airport is opposed to the proposal of the Union. It regards the past practice proposal as inappropriate and asserts restrictions upon the authority of a Conciliator are inappropriate.

DISCUSSION: The proposal of the Union contains unusual elements. Restrictions on the authority of a Conciliator are normally part of negotiations. The following is recommended to the parties regarding the matter of duration:

This Agreement shall be effective April 1, 2001. It shall remain in full force and effect to 11:59 p.m. December 31, 2003. If either party desires to renegotiate this Agreement it shall be done pursuant to Chapter 4117 of the Ohio Revised Code.

OTHER: All tentative agreements of the parties are incorporated into this award by reference and recommended to

the parties.

Signed and dated this 13th day of December, 2001 at
Solon, OH.


Harry Graham
Factfinder