

**OHIO STATE EMPLOYMENT RELATIONS BOARD**

STATE EMPLOYMENT  
RELATIONS BOARD

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In the matter of arbitration between: )  
)  
FRATERNAL ORDER OF POLICE, )  
OHIO LABOR COUNCIL, INC. )  
)  
and )  
)  
FRANKLIN COUNTY SHERIFF )  
)

No. 03-MED-09-0958  
Unit #1

**FACT FINDING REPORT**

Date of Award:  
July 1, 2004

Appearances:

Mitchell B. Goldberg, Appointed Fact Finder

For the Union:

Frank L. Arnold, Staff Representative  
Catherine A. Brockman, Assistant Executive Director  
222 East Town Street  
Columbus, OH 43215

For the Public Employer:

Robert D. Weisman, Esq.  
Michael T. Short, Esq.  
Shottenstein, Zox & Dunn, L.P.A.  
250 West Street  
Columbus, OH 43215

## I. Introduction and Background.

SERB appointed the undersigned, Mitchell B. Goldberg, as a Fact Finder of this public employment dispute on December 11, 2003. The parties entered into extension agreements for the fact-finding period and agreed to extend the date for the fact-finding hearing until June 1, 2004, and to extend the period for issuing a report until July 15, 2004.

The parties submitted position statements in accordance with SERB rules and guidelines. The bargaining unit consists of all clerical, service, maintenance and technical employees of the Franklin County Sheriff's Department. It excludes deputy sheriffs, patrol communication technicians, dispatchers, management-level employees, confidential employees and supervisors as defined by the Act. The unit was certified on October 24, 1997. The functions of the public employer and the employees in the unit were described in detail. There are approximately 100 members of the bargaining unit.

For purposes of this Report, all unchanged or unopened articles, and all articles agreed upon, or tentatively agreed upon between the parties are adopted, included, and incorporated into this Report and made a part hereof. The parties engaged in negotiating sessions on September 25, October 15, 16, November 19, and December 2, 17, and 23. Mediation sessions were conducted on January 29 and April 28. The only unresolved issue is Wages, Article 18. The matter proceeded to hearing on June 1, 2004 at Columbus, Ohio. The following recommendation takes into consideration all of the criteria set forth in SERB Rule 4117-9-05 (J).

## II. Unresolved Issue.

### Article 18 – Wages.

The parties submitted considerable economic evidence in the form of testimony and documentary exhibits. This Fact Finder also had the benefit of the economic evidence presented in the Fact Finding proceeding of the Communications Technicians unit that took place on March 15, 2004. The Report for that unit was issued by the undersigned on April 7, 2004.

The parties reached a tentative agreement on March 10, 2004 after engaging in mediation. The agreement provided a wage increase of 2% for the first year of the contract and a re-opener for each of the remaining two years of the contract term. The shift differential was raised from \$.50 per hour to \$.65 per hour. The Union was given the option to select one of the following options for service credit; (1) \$0.18/hour for five years of service then an additional \$0.03/hour for each additional year, or \$375.00 for five years of continuous service and \$75.00 for each additional year.

The Union presented the TA to its membership for a vote, but the membership rejected the TA 58 to 8. Negotiations continued without success. The Union is proposing a 4% increase for the first year, but is agreeing to re-openers for the following two years. The reasoning for this proposal is the Union's intention to provide compensation for its members who work along side of the deputies in the jail, but who are paid substantially less. Its proposal will at least prevent these members from falling further behind the deputies in compensation. For example the IV technicians work

closely with the deputies and perform hands- on work with the inmates in the jail. Their compensation used to be closer to the compensation of the deputies, but the difference has widened over the years. Cooks also work with the deputies and inmates, and have found their compensation gap widen. In Muskingham County, intake officers earn \$14.21 per hour, which is 82% of what the highest paid deputies make. Franklin County personnel make only \$12.97 per hour. Technicians in 1994 made \$1.67 less per hour than deputies; now, they make \$2.47 per hour less than a starting deputy. These employees face the same dangers as deputies in their work and should be compensated accordingly.

The Union is also proposing an additional pay adjustment of \$0.25 per hour for all employees assigned to the corrections center or employees who handle bio-hazardous material. The Union wants to attain recognition for the difficult and hazardous duties that these employees perform

The unit members' immediate supervisors are sergeants and corporals who earn \$29.29 per hour and \$31.93 per hour respectively. The Union is also proposing an hourly service credit of an additional \$.02 over the TA. This is less money than that paid to the supervisors for longevity. The economic evidence presented by the Union justifies its proposals and is affordable by the County.

The Sheriff proposes that the TA be accepted in its entirety. It made considerable economic concessions to reach the agreement only to see it fail. The Union received an

increase in the shift differential, service credit, personal leave, uniform allowance, tuition reimbursement, and bereavement leave. The Union' proposal is excessive in view of the present economic climate facing the county. All of the union bargaining units accepted a 2% wage increase.

These unit members do not perform any law enforcement work. If a prisoner disruption occurs in the jail, they are instructed to notify the deputies to handle the matters. There is no other comparable county that has the type of wage adjustment proposed by the Union for employees who work with law enforcement officers. The Sheriff estimates that 58 of the 100 employees would be eligible for the extra %0.25 per hour, making their proposal extremely expensive.

The service credit agreed to by the Union in the TA is the same package that the deputies and the dispatchers currently have. Most county employees receive no service credit of any type. The county is attempting to focus on the job security of its employees. If wages are kept within limits, it will be able to avoid substantial layoffs.

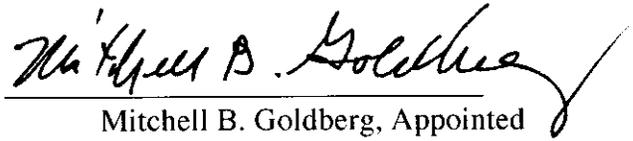
#### Recommendations.

I recommend the following based upon the evidence presented:

1. A two per cent (2%) across the board increase for all members for the first year of the three-year contract term retroactive to January 12, 2004.
2. A wage re-opener in years two and three of the contract.

3. The additional wage increase of \$0.25 per hour for corrections employees and those working with bio-hazardous materials shall not be included or accepted.
4. The shift differential in the TA shall be incorporated in this recommendation at \$.65 per hour.
5. The service credit shall be raised from \$0.18 per hour in the TA to \$.20 per hour for five years of service and \$.03 per hour for each year of service thereafter.

Date of Report: July 1, 2004

  
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Mitchell B. Goldberg, Appointed  
Fact Finder