

OHIO STATE EMPLOYMENT RELATIONS BOARD

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2004 APR -9 A 10: 35

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

No. 03-MED-09-0959
Communication Technicians

FACT FINDING REPORT

Date of Award:
April 7, 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, Ohio 43215

For the Public Employer:

Robert D. Weisman, Esq.
Michael T. Short, Esq.
Shottenstein, Zox & Dunn, L.P.A.
250 West Street
Columbus, Ohio 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 April 15, 2004. The parties agreed that this Fact Finding Report would be issued on April 7, 2004.

The parties submitted position statements in accordance with SERB rules and guidelines. The bargaining unit consists of all patrol communications technicians of the Franklin County Sheriff's Department and excludes all clerical service, maintenance and technical employees, deputy sheriffs, 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 bargaining unit were described. There are approximately 29 positions, 23 of which are filled within the 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 negotiation sessions on four occasions from September through December, and in mediation on January 29, 2004. The unresolved issues are as follow: (1) Article 18 - Wages; (2) Article 32 – Parking; and (3) Article 32 – Duration. This matter proceeded to hearing on

March 15, 2004 in Columbus, Ohio. The following recommendations take into consideration all of the criteria set forth in SERB Rule 4117-9-05 (J).

II. Unresolved Issues.

A. Article 32 – Parking

The County owns a large indoor parking garage attached to the current location of the Dispatch Center. The unit members were required to move to this location. During the time the Center was at the former location, the members lost free parking privileges that were available to them. This resulted in a SERB decision finding that the Employer refused to bargain over the loss of these privileges. The court ultimately affirmed the decision.

The parking issue has arisen again with the facilities available to the employees at the new location on South High Street. The first shift employees are willing to pay for a pass to park in the garage at the rate of \$35.00 per month; the rate paid by the second and third shift employees. The first shift employees want to park in the garage particularly on occasions when they are called into work in the early morning hours, and when they are required to stay late after the end of the first shift. They are very concerned about their safety and believe that they will be more secure when they park at the garage. The garage has cameras at exits and entrances and building security guards monitor the cameras. There are also panic buttons located throughout the garage area.

If they are required to park in the lot suggested by the Employer, they will be required to walk across Mound St. and another one-half block to the entrance on S. High St. This is an unsafe area at night. The arrangement is unsatisfactory to the employees notwithstanding that parking privileges at the distant lot will be at no charge.

The Employer recognizes the problem raised by employees; however, circumstances over which they have little or no control prevent it from agreeing to the Union's proposal. It has no problem permitting second and third shift employees to park in the garage because there are plenty of spaces available during the times they are to report for work. Parking during day shift hours is a problem because there are limited spaces for county employees due to the use of the garage by citizens conducting business at the courthouse and government offices. There is a long waiting list for employees to park during the day, as much as two years.

The first shift employees are offered free parking at the Mound St. lot during their day shift when safety concerns are at a minimum. The security problem raised by employees occurs only when they are called in for overtime assignments or when they are required to stay over on the first shift. The Employer has shown good faith by granting second and third shift employees the pass at \$35.00 per month and by agreeing to reimburse them expenses over that amount up to \$100 per month. It cannot, however, under present circumstances accommodate the first shift employees because of the requirements of the citizenry, and because of present arrangements which have already been agreed to with other employees, including represented employees.

Recommendation.

Several reasonable suggestions were discussed during the hearing. Employees on the first shift who are required to come in early may park in the garage and receive reimbursement from the Employer for that day at the rate of \$5.00. Employees who are required to stay late after the first shift may, upon notice of their assignment, move their vehicles from the Mound St. lot to the garage and receive reimbursement. These concessions by the Employer, however, were not accepted by the Union as a resolution of the issue. I suggest that the parties continue to negotiate over this issue. Because of the existing circumstances preventing the Employer from granting day passes to the first shift employees, I recommend that the Employer's proposal be accepted at this time. The Union's proposal is not recommended.

B. Article 32 - Wages.

The parties submitted considerable economic evidence to support their respective positions. The Union proposes to increase the across the board increases minimally, but wants to insert step raises to the wage scale to correct the inequity of its long term employees being paid much less than comparable top scale employees in other dispatcher units. The maximum wage for this unit is \$39, 145 with no steps. The units in Bexley, Columbus, Dublin, Gahanna, Grove City, Hillard, Reynoldsburg, Upper Arlington and Whitehall all have between three and six steps and range from a high of \$43, 056 (Dublin) to a low of \$36, 316 (Reynoldsburg). The average for these units is \$39, 661. Steps are justified because employees should be rewarded for more experience. There is a high turnover in the department because of the low ceiling for maximum

wages, which can be earned, even with overtime. The dispatchers work with deputies who receive step pay increases for more experience. The dispatchers feel they should also be rewarded for experience and efficiency.

Three steps are proposed for year one: \$15.49 for 0-12 months, which is a starting wage comparable to other units; \$16.26 for 1-4 years; and \$17.07 for 5+ years. The second year of the contract has 4% increases for each step and adds a fourth step and rearranges the steps at 0-12 months, 2 years, 3-4 years, and 5+ years. A fifth step is added for year 3 of the contract; 0-12 months, 2 years, 3 years, 4 years and 5+ years. The increases between steps are at 5%.

The Employer has the ability to pay the proposed step increases. The County is in better financial shape than any other county in the state. It realized \$24,697,000 in investment income from 1993 – 2002. It received \$356,729,000 more in revenue than it spent over the same period. It received a AAA bond rating which permitted it to refinance its debt at a lower rate with a savings of \$788,000 per year in debt service. The cost of the Union proposal with a 1.5% across the board raise and steps and no across the board raise for years 2 and 3 of the contract is \$400,682. This would top the dispatchers at approximately \$40,000 per year and put them at or near the average for the top dispatchers in the other comparable units.

The Employer readily admits that it has the ability to pay the proposed increases. Nevertheless, it asserts that it is not prudent to do so for many economic reasons. It is

proposing a 1.5% across the board increase for year 1 of the contract with wage re-openers for years 2 and 3 because of the uncertain economic circumstances on the horizon. The state is in a serious financial crisis, which affects the county in several ways. Sales tax receipts since 2001 have declined. The projection is that they will flatten out or be slightly increased in 2004. Property taxes have remained stable, but have not increased. Local government funds from the state have decreased dramatically from a high of 28.9 million in 2001 to 26.5 million in 2003. The belief is that the state legislature will further limit the funds in order to address its projected 628 million budget shortfall. If local government funds are eliminated, the county will lose 26.4 million. The county sales tax has remained at .5%, but there has been a decrease of .4% in collections.

At the same time, the county is experiencing substantial health care insurance premium increases. The costs have increased by \$800 per year for each of the 6200 employees who are covered. Investment earnings have declined dramatically because of the low interest rates and because the investments are limited to short terms by law. The County's present condition is stable due to its conservative practices in the past, but the next few years are very uncertain. The county's goal is to manage through the budget crisis and to avoid laying any of its employees.

The dispatchers received considerable pay increases in their last contract that resulted in wage levels comparable to other units, particularly for new employees and for comparing median wages. The present Union proposal would result in unreasonably high

percentage increases for many employees, many of whom will be at the last step. Considering the other good benefits that the Union has received, including longevity pay, a shift differential and no required payments for health insurance, the Employer's proposal should be considered reasonable. The other represented units and the non-represented employees have received increases of 2% per year.

Recommendation.

I recommend that the unit members receive an across the board increase of 2% for each year of a three year contract. In order to begin to address the disparity between the pay received by employees with experience compared to similar employees in comparable units, I recommend that each employee with 4 years of service receive a lump sum payment beginning on January 15, 2004, and each year thereafter during the term of the contract, of \$500. Employees with 8+ years of service shall receive lump sum payments of \$1,000 for each year. The 8+-year employee shall receive only the \$1,000 payment and not both of the above payments. The payments shall be in the nature of longevity bonuses or payments and shall be in addition to the existing longevity payments previously negotiated between the parties. They shall not be added or included in the base pay to the employees for purposes of computing percentage wage increases.

Shift Differential.

The Union proposes to add \$.25 per hour to the present shift differential of \$.50. The deputies presently receive \$.70 per hour for their shift differential. This would cost

the Employer approximately \$24, 000 over the life of the contract not including overtime pay.

The Employer believes that the present rate is competitive. Hamilton County is the only other county with a shift differential and it is lower than the present rate for Franklin County. The City of Columbus has afternoon and evening rate differentials lower than the present rate of \$.50 in this unit. The dispatchers should not be compared to the deputies because they do not perform like work.

Recommendation.

No change in light of the other economic recommendations previously made.

Training pay.

The Union proposes that each employee receive one hour of compensation time for each 8-hour shift when an employee is required to train a new employee as a communication technician. The deputies also receive this benefit. The dispatchers should be recognized for performing this difficult extra work. It is in addition to their normal duties, which are extremely difficult and stressful.

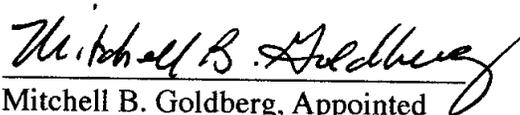
The Employer would consider this proposal if the Union would drop its proposal on the increase in the shift differential pay. The Union did not respond to this offer, so it is presumed that they are insisting on both increases. No other jurisdictions have training

compensation of this type. This work has always been considered part of the job. The deputies have always had this benefit, but their work is not comparable.

Recommendation.

No change in light of the other economic recommendations.

Date of Report: April 7, 2004



Mitchell B. Goldberg, Appointed
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