

IN THE MATTER OF FACT FINDING 2007 AUG -3 A 11:47

BETWEEN

**THE FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.
CAPITAL CITY LODGE NO. 9
AND**

FRANKLIN COUNTY SHERIFF

**SERB CASE NO. 06-MED-09-0969
Unit II: Communication Technicians**

ADVOCATE FOR THE EMPLOYER:

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ADVOCATE FOR THE UNION:

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INTRODUCTION

The issues in dispute before the fact-finder are wages, shift differential, and service credit. The parties to this dispute are the Franklin County Sheriff and the Fraternal Order of Police. The Employer in this case is the Franklin County Sheriff's Department which is located in Franklin County Ohio. It has law enforcement responsibilities for all unincorporated areas located in Franklin County and for operation of County jails. The Union is FOP, Capital City Lodge No. 9, which represents four bargaining units within the Employer's jurisdiction: Deputies, Unit I Civilian Employees, Unit II Patrol Communications Technicians, and Unit III Professionals. This fact finding involves Unit II Patrol Communications Technicians. Patrol Communication Technicians are responsible for all 911 calls, dispatching fire, medical, law enforcement and emergency responses within Franklin County. The parties have had a collective bargaining relationship since late 1997, when Unit II became certified under the authority of the State Employment Relations Board.

Following several negotiation sessions held in late 2006 and early 2007 the parties, with the help of a SERB appointed mediator, resolved several issues in mediation. However, not all issues could be resolved leading to a fact-finding hearing that was held April 19, 2007. On that same date a fact-finding hearing was held for Unit 1, Civilian Unit.

The professional demeanor and conduct of the advocates from both bargaining teams demonstrated their commitment to law enforcement and the employees who serve the Department.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C) (4) (E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made.

OVERALL RATIONALE FOR DETERMINATIONS

Although perceptively better than in the earlier part of the decade, Ohio's economy remains uncertain, as does the financial outlook for many Ohio public employers, including many of its cities. One notable exception is Franklin County, which continues to be one of the most economically stable counties in Ohio. However, the state of Ohio continues to struggle to find ways to fund the many obligations it shoulders such as Medicaid costs, K-12 education, higher education, job growth, and a myriad of other pressing economic demands. Although somewhat improved in the last several months, the state's economy has struggled with the shortfall between revenue and expenses fueled by substantial and likely permanent losses of relatively high paying manufacturing jobs in particular sectors of the state.

On February 20, 2007 a report from Moody's Investor's Service reduced Ohio's economic outlook from stable to negative, citing Ohio's declining manufacturing base, changes in tax structure, investment losses, and the need to spend more on health care and education (See Associated Press Release by John McCarthy). Between the second quarter of 2000 and the second quarter of 2005 Ohio lost some 200,000 jobs (See "Economic Indicators" Job Growth in Ohio Counties, April 2006 produced by The Center for Community Solutions, Cleveland, Ohio, www.communitySolutions.com). As the report states, "The overwhelming majority of economic activity within regions is generated through

job earnings...There is no more fundamental measure of economic activity in a local jurisdiction than trends in jobs and aggregate paycheck earnings from those jobs" (p. 1 "Economic Indicators"). Unfortunately, many of the jobs lost have not been replaced by new jobs and new income. There continues to be a marked movement of manufacturing jobs out of the country and reluctance by companies remaining to restore manufacturing jobs even when the economy turns more favorable.

During this same period the federal government is reducing aid to the states and, in turn, the states are reducing aid to municipalities and other local government entities. Although Franklin County has weathered Ohio's economic struggles with more success than most counties in Ohio and it has through prudent management been able to maintain a bond rating that many Ohio counties would like to have, the County faces revenue shortfalls that have resulted from changes in Ohio's economy and the economic challenges that are resulting from national issues such as rising health care costs. These fundamental changes present new challenges to its political leaders. Although well managed by many standards, the economic realities facing the County are challenging and the limitations they create are not lost on the analysis of this fact finder.

After carefully considering the facts and evidence presented in this case the following determinations are made:

Issue 1 Article 18 Wages

The Employer proposes a 2% wage increase for each year of the Agreement beginning with the first full pay in January 2007. The Union proposes a 4% increase for each year of the Agreement also with retroactivity to January. The starting pay for bargaining unit remains competitive with like jurisdictions. The ending pay is not as competitive with some of the like jurisdictions. County comparables indicate recent settlements that in the aggregate represent 3% increases for Unit III, Professionals, Teamster Local 284 and Franklin County Child Support Enforcement Agency, and a 3% increase projected for non-bargaining unit employees of Franklin County. The Union points out that an AFSCME represented unit in the County recently settled for 4% annual increases. The Employer argues that in the case of the AFSCME unit the additional increases resulted in a 3% wage increase and a 1% inequity or market adjustment increase. The FOP also argues that the bargaining unit is underpaid at the top of the scale, particularly when other smaller jurisdictions within the County are used as comparables. The FOP contends that the establishment of steps in a new wage scale would help bring about a more competitive top wage rate. The Employer points out

that other like jurisdictions in the state do not have wage structures that include steps (e.g. Cuyahoga, Stark, Summit).

I find a middle ground of 3% increases to be a competitive middle ground between the positions of the parties and it is consistent with recent Franklin County settlements within and outside of the Department, and with the proposed, but rejected settlement that took place regarding negotiations with Unit 1, Civilian Employees. Compensation is multifaceted and it is difficult to reconcile the disparity between the bargaining unit's competitive starting salary that is above many like jurisdictions in Ohio and the top salaries of other large counties that eventually exceeds the bargaining unit by several thousand dollars, when only wages are considered in the equation. Other factors, such as the somewhat unconventional "Length of Service Lump Sum Payment," that is, in addition to standard longevity or "Service Credit," continually paid to an employee after four years of service makes it more difficult to compare Unit II wages with other jurisdictions. The FOP arguments regarding having another tier or two in the wage structure are not lost on this fact finder. However, it appears such a fundamental structural change is best left to the parties to negotiate when all other forms of compensation, including benefits, can be factored into the talks. When all of the determinations of this report are considered, I find the following determination to be reasonable:

Determination:

The Sheriff shall provide wage increases of 3% to all bargaining unit members for each year of the collective bargaining agreement. The increases will be effective the first Monday of the pay periods that begin in January 2007, January of 2008, and January of 2009 respectively.

Issue 2 Article 18 Shift Differential
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The most recently organized unit, Unit III, has a shift differential of .65 per hour, as compared to the bargaining unit's shift differential of .50 per hour and the shift differential of the Deputies' unit that is currently .80 per hour. It also noted that in fact finding for the Unit III negotiations the Employer, according to the Fact Finding Report (p. 6) proposed a .65 cent per hour shift differential for this professional unit. It is also notable that the shift differential for the Unit 1, Civilian Employees, is currently .65 per hour. The *internal comparables*, which in essence compare groups of employees who are arguably similar in terms of membership, work content, service value to the community, work responsibility, and risk, support the elevation of shift differential to .65 cents per hour from the current .50 per hour. When all of the determinations of this report are considered I find the following determination to be reasonable:

Determination:

Section 2. Shift Differential

- A. **Shift Differential Pay Rate.** Effective with the first pay period in January 2007) the Shift Differential is hereby established as sixty-five cents (.065) per hour.

Issue 3 Article 18 Service Credit
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The service credit for internal comparable units appears to be \$375 for five years of continuous service and an additional seventy-five (\$75) for each additional year. Both Unit 1 and Unit III are paid at this level with regard to service credit or longevity. As previously stated, Unit II also has an additional lump sum longevity payment at years 4 and 8. The Employer points out that bargaining units outside of the Sheriff's Department, but contained in the County do not have service credit pay. The Deputies' unit has a more generous service credit payment that increases to \$110 at ten (10) years of service. However one could reasonably argue that even under the terms of Section 4 of Article 18, which does not add the lump sum payment to the base salary, but does factor it into overtime calculations, the additional \$35 per year at ten years of service provided to Deputies, is not nearly as lucrative as receiving an additional \$500 at 4 years of service and each year thereafter, and an additional \$1000 at 8 years of service and each year thereafter. When all of the determinations

of this report are considered I find the following determination to be reasonable:

Determination:

Maintain current language

TENTATIVE AGREEMENT

During negotiations, mediation, and fact-finding the parties reached tentative agreements on several issues. These tentative agreements and any unchanged current language are part of the recommendations contained in this report.

The Fact-finder respectfully submits the above recommendations to the parties this 15 day of August 2007 in Portage County, Ohio.



Robert G. Stein, Fact-finder