

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

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FRATERNAL ORDER OF POLICE, OHIO
LABOR COUNCIL (Communications
Officers)

Union

and

FULTON COUNTY SHERIFF

Employer

CASE NO.: 07-MED-11-~~T190~~

1199

FACT-FINDER:
STANLEY B. WIENER

APRIL 10, 2008

A fact-finding hearing was held on March 3, 2008, at the Fulton County Sheriff's Office, 129 Court House Plaza, Wauseon, Ohio.

Representing the Fraternal Order of Police ("Union") was JACKIE A. WEGMAN, Staff Representative. Also appearing and testifying on behalf of the Union was:

1. BOB BREHM, Union President.

Representing the Fulton County Sheriff ("Employer") was Paul S. Goldberg, Esq. Also appearing and testifying on behalf of the Employer were:

2. DARRELL MERILLAT, Fulton County Sheriff;
3. RICHIE KILGOUR, Fulton County Sheriff's Office.

I. BACKGROUND

This is a hearing on an initial agreement between the parties (Dispatchers and Fulton County Sheriff). The Bargaining Unit is composed of eight (8) employees. At the time of the hearing, there was one vacancy.

The Road Patrol Deputies have been under contract with the Sheriff for approximately 10 years. Their current contract expires on December 31, 2009.

The parties, in the fall of 2007, conducted extensive negotiations and were able to agree on the bulk of a contract. These negotiations and the conduct at the hearing reflects the professionalism of those involved.

II. MEDIATION

Mediation resolved several issues. For the record, I am listing those issues agreed upon:

- A. Vacations;
- B. Bulletin Board;
- C. Personal Leave;
- D. Overtime Call Out;
- E. Secondary Employment.

III. ISSUES AT IMPASSE

- A. Hours of Work and Overtime;
- B. Wages;
- C. Shift Differential;
- D. Holiday Pay.

I am required to consider the factors set forth in Ohio Revised Code, Section 4117.14(G)(2)a) to 7(f). I have done this for all issues at impasse. In addition, I have

carefully reviewed relevant exhibits introduced at the hearing by the parties, their position statements and testimony.

IV. POSITIONS, FINDINGS AND RECOMMENDATIONS

A. HOURS OF WORK AND OVERTIME

The current eight (8) hour shifts for the Dispatchers and Deputies are as follows:

Day Shift:	0800 - 1600 hours
Second Shift:	1600 - 2400 hours
Third Shift:	2400 - 0800 hours

The Union proposes that the starting and quitting times for each shift be moved up one (1) hour.

The day shift, 0700 - 1500 hours; second shift, 1500 - 2300 hours; third shift, 2300 - 0700 hours.

In addition, the Union requests that the employees have the option to take overtime at time and one-half of their regular rate or compensatory time off. The current arrangement does not call for compensatory time off.

UNION POSITION:

The one-hour difference permits better communication between the Dispatchers and the Road Deputies. Dispatchers at times report early to obtain information that may be relevant to the next shift.

As for compensatory time, the Union states that since Dispatchers are required to work, they are taking time away from their families and personal pursuits. They should be

allowed time off. There would be no burden on the Employer since part-timers can be utilized.

Also, comparable areas in SERB Region 7 (which includes Fulton County) show that compensatory time off is not uncommon.

EMPLOYER POSITION:

There is no good reason to change the work schedule and to initiate compensatory time.

For many years, the Dispatchers and the Deputies have been on the current shifts and it has been satisfactory.

The introduction of "mobile data terminals" will be helpful in answering the Union's argument regarding better communication between the Dispatcher and the road Deputies.

The Employer strongly opposes the introduction of compensatory time due to the small unit involved. Paying the overtime makes more sense.

Compensatory time would create scheduling problems and would cause the Union, at times, to work short-handed due to a shortage of part-time help.

The Employer also emphasizes the internal comparable. The road Deputies, after several contracts negotiated by the same Union, do not have compensatory time.

FINDINGS:

The shift times for both the Dispatchers and Deputies have proven satisfactory over the past years. There appears little reason to change at this time.

I find merit in the Employer's position regarding compensatory time. The small unit would give rise to scheduling problems. Compensatory time evolved when jurisdictions

had problems in paying time and one-half for overtime. Historically, this does not appear to be a problem with this Employer.

The Employer in this issue, as well as issues C and D below, emphasizes internal comparables. I agree that an internal comparison between a long established unit and a new unit in the same department is very persuasive.

RECOMMENDATION:

I recommend the shift times not be changed, and that employees not have compensatory time in lieu of overtime pay.

B. WAGES

UNION PROPOSAL:

The Union proposed to reduce the current seven-step pay scale that takes five years to reach the top step. In addition, it requests a 6.3% equity adjustment and increases of 3.25% for each year of the agreement, 2008, 2009, 2010.

UNION POSITION:

Although the request is higher than usual, it is justified for the following reasons:

1. It is needed to have the Employer stay economically competitive with comparable jurisdictions;
2. It would help alleviate the high turnover. Since negotiations started three (3) of the eight (8) members have left.
3. Fulton County is in excellent financial condition.

EMPLOYER PROPOSAL:

During the hearing, the Employer proposed the following in response to the Union's request. The pay steps would be decreased to four years. By combining steps and by acceleration, effective January 1, 2008, including 3.25% increases, the payroll would be:

Starting Pay:	\$12.79
After 1 Year:	\$13.94
After 2 Years	\$14.82
After 3 Years	\$15.64
After 4 Years	\$16.01

In addition, the Employer proposes additional increases of 3.25%, effective January 1, 2009, and January 1, 2010.

EMPLOYER POSITION:

Comparables show that the Employer's top wage scale is close to the average of the comparable jurisdictions.

FINDINGS:

The wages of the Employer are below comparable counties, but not as bad as the Union suggests. The financial condition of Fulton County is good.

The offer made for 2008 represents a good start. However, I believe the Employer can do better for the years 2009 and 2010.

RECOMMENDATIONS:

I recommend that the pay scale for the year 2008, effective January 1, be as proposed above by the Employer:

Starting Pay:	\$12.79
After 1 Year:	\$13.94
After 2 Years:	\$14.82
After 3 Years:	\$15.64
After 4 Years:	\$16.01

I further recommend that effective January 1, 2009, the wages be increased 3.5% and effective January 1, 2010, the wages be increased an additional 3.6%.

C. SHIFT DIFFERENTIALS

The Union proposes a premium pay of \$.45 per hour for all hours worked during the second shift and \$.60 per hour for all hours worked during the third shift.

In addition, it proposes that bargaining unit members assigned to the "swing shift" receive an additional \$.70 hourly adjustment.

UNION POSITION:

Many public and private sectors grant shift differentials for health reasons and for family interaction caused by shifts. Although the Deputies do not have differentials, they make up for it by their annual firearm qualification bonus.

EMPLOYER POSITION:

Shift differentials are too costly. The Deputies do not have them. You "cannot compare the firearm qualification with shift differentials".

FINDINGS:

Shift differentials in both private and public sectors are common. In this instance, the Deputies who have been under contract for years do not have shift differentials.

Both sides have agreed that the "swing shift" is difficult. Those assigned to this shift are required to bounce from one shift to another during a specific number of days.

RECOMMENDATION:

I do not recommend shift differentials at this time.

I do recommend that a new Section 36.3 be added to a Article 36 "Wages" to read as follows:

"Bargaining union member(s) permanently assigned to the swing shift shall receive an additional \$.25 per hour".

D. HOLIDAY PAY

The Parties have agreed on ten (10) holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

The current agreement with the road Deputies provides in part as follows:

"For each holiday listed above, employees shall receive their regular daily rate of pay as holiday pay. Employees who work on a holiday shall receive their regular daily rate in addition to the holiday pay . . . "

The Union proposes to amend the above as follows:

"For each holiday listed above, employees shall receive their regular daily rate of pay as holiday pay. **Employees who actually work on a holiday shall receive one and one-half (1½) times their applicable regular rate of pay for hours worked on the holiday** in addition to the holiday pay. . . "

The effect of the amendment is to give two and one-half times their rate of pay when working on a holiday as opposed to double time.

UNION POSITION:

The above proposal would act as an incentive for employees to work on holidays. Several counties in the area provide two and one-half times the regular rate for work on a holiday.

EMPLOYER POSITION:

The employees get holiday pay, plus straight time, for hours worked on a holiday (double time). This is the amount provided for the road Deputies. In addition, other counties provide for double time.

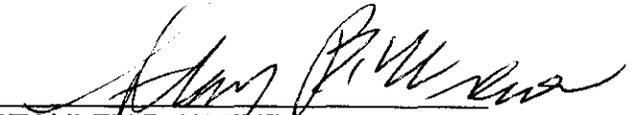
FINDINGS:

External comparables on this issue are inconclusive. Meanwhile, the internal comparable favors the Employer.

RECOMMENDATION:

I recommend that the Union proposal not be accepted and that the Dispatchers continue to receive the same holiday pay as the Deputies.

Respectfully Submitted,


STANLEY B. WIENER
FACT-FINDER

CERTIFICATE OF SERVICE

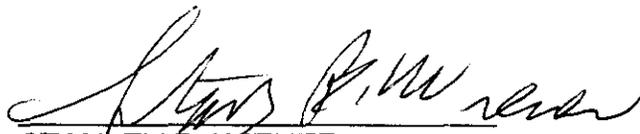
True copies of the foregoing report were sent this 10th day of April, 2008, by

Federal Express to the following:

Jackie Wegman, Staff Representative
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and

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