

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

2010 JAN 20 P 4: 21

In the Matter of Fact-finding Between:

Fraternal Order of Police : Case No. 09-MED-08-0830  
Capital City Lodge No. 9and : Margaret Nancy Johnson  
Fact-finderColumbus Regional Airport Authority :  
Columbus, Ohio Recommendations**Appearances**For the FOP:  
Russell E. Carnahan, Esq.  
Hunter, Carnahan, Shoub & Byard  
3360 Tremont Road  
Columbus, Ohio 43221For the Authority:  
Ronald H. Linville, Esq.  
Baker & Hostetler  
65 East State Street  
Columbus, Ohio 43215**Statement of the Case**

This matter came on for hearing on December 18, 2009, in a conference room at the Columbus Airport, Columbus, Ohio in compliance with Ohio Revised Code Sections relative to public employee collective bargaining. Pursuant to Section 4117(C)(3) of the Ohio Revised Code, the State Employment Relations Board, hereinafter "SERB," appointed Margaret Nancy Johnson to serve as fact-finder in the bargaining impasse between the Columbus Regional Airport Authority, hereinafter "Authority" or "Employer," and the Fraternal Order of Police, hereinafter "FOP" or "Union." The Collective Bargaining Agreement between the parties went into effect on April 1, 2008 and expires on March 31, 2011. The parties are now negotiating wages for the second year of the agreement pursuant to a re-opener provision in that agreement. This Report and Recommendation is now issued in accordance with the statute and the agreement between the parties.

The bargaining unit consists of all full time police officers below the rank of corporal. There are approximately thirty-one (31) members in the bargaining unit. These employees perform law enforcement services at the Columbus Regional Airport, a major international facility.

**Issue**

On December 18, 2009, the fact finder met with the parties, who had agreed to engage in mediation of the only unresolved issue between them – wage rates for year 2 of their agreement. The parties previously had engaged in a short period of negotiations and had informally exchanged proposals in an attempt to resolve this matter prior to fact finding.

## **Position of the Parties**

### **SECTIONS 27.1 and 27.2 – Wages / Placement on Wage Scale**

#### **Proposals**

Prior to mediation, the Airport had proposed a 0% wage increase for the second year of the collective bargaining agreement – i.e., March 22, 2009 through March 20, 2010. This proposal was in line with the wage increase that previously had been provided to all other Airport employees who were not already guaranteed pay increases under previously negotiated contracts.

Prior to mediation, the FOP had proposed the elimination of steps in the wage table and an increase in base wages. This proposal reflected the FOP's concerns that the wage table for officers was not comparable to the wage tables utilized in other FOP bargaining units, and that the base wages of other comparable bargaining units were continuing to increase.

At mediation, both parties expressed willingness to explore alternatives in an effort to reach a tentative agreement. With the assistance of the fact finder, the parties did engage in good faith discussions during the day; and, numerous proposals were exchanged. At the conclusion of mediation, the parties agreed that the fact finder, having considered the parties' various proposals, and having been provided with detailed information with respect to those proposals, would issue a report and recommendation in accordance with R.C. Chapter 4117. The parties agreed that the report would issue on or before January 20, 2010.

#### **Criteria**

Criteria set forth in Ohio Revised Code Section 4417 (G)(7)(a) through (f), have been considered in making the recommendations which follow.

#### **Discussion**

Although in its law enforcement activity, the bargaining unit bears some resemblance to police units in neighboring municipalities, the scope and intensity of criminal detection and prevention performed by police on authority property differs from those duties performed by police personnel servicing residential and commercial communities. Moreover, revenue sources for the Authority are markedly distinct from those governmental entities which have an ability to legislate funding or to pursue commercial development. Income for the Authority derives exclusively from air traffic which has, in recent years, declined by twenty percent. Accordingly, it has become necessary for the Authority to engage in fiscal restraint in its negotiations with units with which it collectively bargains. Other bargaining units not otherwise guaranteed pay increases under previously negotiated contracts have agreed to a 0% increase for the period of time from March 22, 2009 through March 20, 2010.

Yet, in the course of mediation, the fact-finder found the parties willing and able to engage in meaningful compromise on the matter of wages for the second year of the Agreement between the parties. The Authority was willing to "collapse" the steps in the wage table so that unit members could advance more quickly and consistently with police personnel in comparable bargaining units. Additionally and significantly, the parties recognized the financial benefit of a timely implementation and placement of unit members on the new steps. Recommendations which follow are based upon discussions between the parties and all the factors elicited and explored in mediation.

## Recommendation

Having fully considered the positions and proposals of each party, the fact finder recommends that the current language of Section 27.2 of the parties' collective bargaining agreement be amended, as follows:

**Section 27.2 Placement on Wage Scale** Members newly hired in the rank of Police Officer shall be placed on the wage scale as determined by the Authority. The Authority may grant advanced step placement on the basis of prior experience and/or training or other recruitment considerations.

Each year, effective on the member's performance review date, a member shall be advanced to the next higher step of the wage scale contingent on the member's achievement of an overall performance evaluation score of ~~2.0~~ 3.5 or greater on a five (5) point scale.

~~A member shall be advanced an additional step contingent on the member's achievement of an overall performance review evaluation score of 3.5 or greater on a five (5) point scale.~~

Wages, as established in Appendix A for the first year of the contract, shall be retroactive to the first pay period that includes April 1, 2008. Wages for years 2 and 3 of the contract are established as follows:

- Members in Steps 1, 2, 3, 4, and 5 during the first year of the contract shall be advanced to the next step (1A, 2A, 3A, 4A and 5A, respectively) on the pay grid for contract year 2. Wages shall be retroactive to March 22, 2009.
- Members in Step 4A during the first year of the contract shall be advanced on the pay grid to Step 5A for contract year 2. The wage increase for members advanced from Step 4A to Step 5A shall take effect with the start of the first pay period following acceptance (non-rejection) of this Agreement by both parties and shall not be retroactive.
- Members in Steps 1A, 2A, and 3A during the first year of the contract shall receive a lump sum payment of \$1,500 in lieu of any change in wage rates paid or step movement made during Contract Year 2. The lump sum payment shall be paid no later than February 5, 2010, and shall be subject to all applicable withholdings.

Members in Step 5A during the first year of the contract shall receive a lump sum payment of \$1,500. \$1,000.00 of this lump sum payment shall be considered to be a merit payment and shall be paid to all members in Step 5A on a one-time basis irrespective of the member's score on his/her performance evaluation during contract year 2 or the timing of that evaluation. The remaining \$500 of this lump sum payment shall be in lieu of any change in wage rates paid or step movement made during Contract Year 2. This \$1,500 lump sum amount shall be paid no later than February 5, 2010, and shall be subject to all applicable withholdings.

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- **The wage increase established in Appendix A for the third year of the contract shall be effective the first pay period that includes April 1, 2010.**

~~Any wage increases during the second year of this Agreement, including increases resulting from advancement to a higher step of the wage scale and eligibility for lump sum merit pay, shall be subject~~

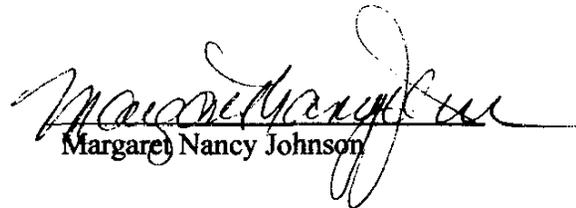
~~to the re-opener provisions of Section 30.2 of this Agreement. As such, during the second year of this Agreement, members will not immediately receive either a pay increase upon advancement to a higher step of the wage scale, or payment of lump sum merit pay under Section 27.5 of this Agreement; and any such increases or payments will be determined through the re-opener under Section 30.2 of this Agreement.~~

Any member dissatisfied with his or her evaluation may ask for a review of the evaluation. The review will be conducted by a review team composed of a member of the Lodge and a member of management. The Lodge member will be appointed by the Lodge President or designee. The member of management will be appointed by the Director of Human Resources or designee. If both members of the review team agree that the evaluation needs adjusting, the team will so advise the Director of Human Resources and the evaluation will be adjusted. If both team members do not agree that the evaluation needs adjusting, the dissatisfied member may request review of his/her evaluation by the Chief Operating Officer. No appeal of the review may be made beyond the Chief Operating Officer. Evaluations are not subject to the provisions of Article 17.

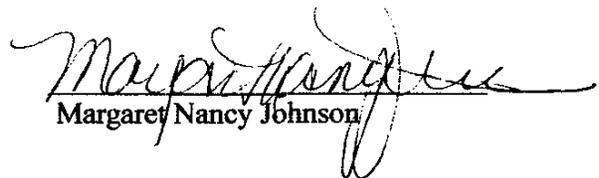
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Consistent with the foregoing, the fact finder also recommends that the parties amend the Wage Table in Appendix A of their collective bargaining agreement to comport with the language set forth above. In particular, the Wage Table should include only five steps, and wage rates should be adjusted in accordance with this recommendation and the parties' previous agreement. Increases negotiated by the parties for year three of the Agreement are as set forth in Appendix A, modified to reflect the reduction in steps.

Respectfully submitted,

  
Margaret Nancy Johnson

A copy of the Report and Recommendation has been sent this 20<sup>th</sup> day of January, 2010, by Express Mail to Russell E. Carnahan, Esq., Hunter, Carnahan, Shoub & Byard, 3360 Tremont Road, Columbus, Ohio 43221, and to Ronald H. Linville, Esq., Baker & Hostetler, 65 East State Street, Columbus, Ohio, 43215; and by regular mail to J. Russell Keith, General Counsel, State Employment Relations Board, 65 East State Street, Columbus, Ohio 43215.

  
Margaret Nancy Johnson

APPENDIX A – WAGES

CONTRACT DATE	1	1A	2	2A	3	3A	4	4A	5	5A
3/23/2008 - 3/21/2009	\$41,974	\$43,451	\$44,990	\$46,571	\$48,214	\$49,920	\$51,646	\$53,477	\$55,349	\$58,427
Hourly Rate	\$20.18	\$20.89	\$21.63	\$22.39	\$23.18	\$24.00	\$24.83	\$25.71	\$26.61	\$28.09
3/22/2009 - 3/20/2010	TBD									
Hourly Rate	TBD									
3/21/2010 - 3/19/2011 (3.00% increase for each step)	TBD									
Hourly Rate (3.00% increase for each step)	TBD									

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January 20, 2010

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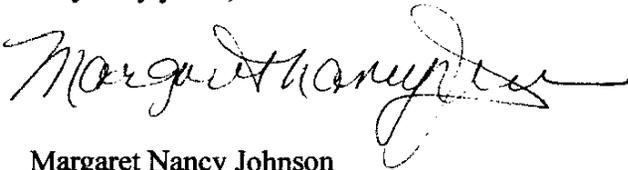
Re: 09 MED 08-0803  
Fraternal Order of Police, Capital City Lodge No. 9  
and Columbus Regional Airport Authority

Dear Gentlemen:

Enclosed please find the Report and Recommendation of the Fact-finder issued in the above referenced bargaining impasse. Enclosed for the advocates is a copy of the bill for services rendered.

Thank you for the opportunity to be involved in this matter. I shall look forward to working with the parties in the future.

Very truly yours,



Margaret Nancy Johnson

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