

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

Fact-Finding Report

March 1, 2013

In Regard to the Matter of a Fact-Finding between:

Knox County 911 Board

and

Fraternal Order of Police, Ohio Labor Council, Inc.

Case Number: 12-MED-09-0955

Appearances

For the Union

**Andrea H. Johan, Esq.**  
OLC Staff Representative  
**John S. Young,**  
MVPD-PSAP  
**Kathy Trowbridge,**  
MVPD-PSAP  
**Clayton Foster,**  
KCSO-PSAP  
**Jennifer Sheriff,**  
KCSO-PSAP

For the 911 Board

**John J. Krock,**  
Vice-President, Clemans-Nelson & Associates, Inc.  
**Richard S. Dzik,**  
911 Coordinator

Before: Richard J. Colvin, J.D. Fact-Finder

The Fact-Finder was appointed by the State employment Relations Board on November 21, 2012 pursuant to Ohio Revised Code Section 4117.14(C)(3).

## I HEARING

This Fact-Finding Hearing was convened on February 4, 2012 in the City of Mount Vernon, County of Knox and State of Ohio. All parties giving testimony were sworn. The parties agreed and informed SERB that the Fact-Finders Report would be issued on March 1, 2013

There are four (4) unresolved issues remaining at impasse in two (2) Articles:

### A. Article 29 Wages and Compensation

1. Wage Scale Section 29.1
2. LEADS/TAC pay Section 29.3
3. Shift differential Section 29.6 (Article 23)

### B. Article 41

4. Duration

## II CRITERIA

When making his report and recommendations upon the unresolved issue(s), the Fact-Finder has been mindful of and has been guided by the criteria set forth in Ohio Revised Code §4117.14 (C) (4) (3) and Ohio Administrative Code §4117-9-05 (J) and (K).

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (4) The lawful authority of the public employer;
- (5) The stipulation of the parties;

(6) Such other facts, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution proceedings in the public service or private employment.

### **III ISSUES: ANALYSIS**

#### **The Position of the 911 Board**

##### **Introduction and Rationale Statements:**

This negotiation involves a current Collective Bargaining Agreement between Knox County 911 Board (hereinafter referred to as the Board) and the Fraternal Order of Police, Ohio Labor Council. The Agreement expired December 31, 2012. Several issues have been resolved with only four (4) issues remaining.

The current Agreement provided for a two percent (2%) wage increase for the year 2010, another two percent (2%) wage increase in 2011, and a two and one-half percent (2.5%) increase for 2012. During this same period of time the expenses of Knox County have exceeded the revenue by \$755,970.00.

##### **Article 29 Wages and Compensation**

###### **Section 29.1**

The Board has proposed a wage freeze and the current number of Steps for 2013 and wage reopeners for the second (2014) and third (2015) years of the Agreement. The Boards' sole source of revenue is a  $\frac{1}{4}$  of 1% sales tax and wireless fees received by the State, which represent \$.25 per each cell phone in Knox County. There are no other sources of revenue and the Board has spent more money than revenue received for four (4) consecutive years for a total of \$1,123,844.00.

###### **Section 29.3.**

The Board is proposing current language, which is \$.80 per hour for employees assigned the duties of LEADS/TAC. The Union has proposed an increase of \$.70 per hour, or \$1.50 per hour and a new position of Assistant LEADS/TAC with an additional \$1.25 per hour. Currently four (4) employees

receive LEADS/TAC pay it is assumed the Union is proposing four (4) assistants.

### **Section 29.6 Shift Differential**

The Board has proposed the current shift differential of \$.30 per hour. The Board and the Union both agree to move the shift differential Article (currently Article 23) to the Wage Article. The Union has proposed what appears to be a modest increase of \$.15 per hour, or 312.00 annually per employee; however, fourteen (14) employees will receive this increase.

**The effective date is upon ratification.**

### **Article 41 Duration**

Both parties have proposed a three (3) year Agreement. The Board proposes the Agreement become effective upon signing. The Board also proposes a new Section 41.3 which states: **"Section 41.3 If either party desires to modify or amend this Agreement, it shall give Notice of such intent to the other party pursuant to the rules of the State Employment Relations Board (OAC 4117-01-02)**

## **The Union's Position**

### **1. Wage Scale Section**

The Union has *partially* modified its proposal and now proposes as follows: Across the board wage increases of **1 % - 1.5% - and 1% for each year of the Agreement and a delayed implementation of the three (3) additional steps at the top of the wage scale**; a significant modification from its position during negotiations.

**The Union has not modified its proposal as to the elimination of the "6-month Step" or its proposal concerning the discretionary placement on the wage scale of new hires.** The Union uses the rationale that it wants to encourage people to come to work at the Knox 911 Center and make it a career; hence the proposal to add three (3) Steps at the top of the wage scale and language that would allow higher placement in the wage scale for new-hires with experience. Because of these proposed changes, it was felt that elimination of the "6-month Step would allow more money to be transferred to the top of the scale.

The elimination of the "6-month Step" in the wage scale is proposed by the Union as being unnecessary. Although the current Union bargaining committee does not know why that Step is/has been in the wage scale, it is

speculated that since the training period for new hires runs four to six months it was meant as an incentive for new hires who may still be on probation but had finished training. Newly hired people are generally more interested in successfully completing the probation period than whether or not they get an increase in wages halfway through that probation period. However, once members begin to move through the Steps in the scale and reach the top, there are no additional wage increases and nowhere for them to go, other than an annual across-the-board increase. By adding a few Steps at the top of the scale, the Union submits that there will be something for members to work toward that will encourage them to remain at the Center.

The Union's original proposal had the three (3) additional Steps at the top added into the wage scale in year one of the Agreement. ***This modified proposal the Union brings to Fact-Finding defers the addition of those Steps until year three (3) of the Agreement and takes into account any financial impact that may arise due to the pending merger of the facilities. Certainly, with the economy of both the Nation and the State improving, albeit slowly, deferring the addition of these Steps until year three (3) is more than reasonable.***

In the best interest of the 911 Center, the Union submits that it is beneficial to be able to bring in new-hires who have some experience, i.e. a lateral hire. We believe this is an advantage to the Center as it can shorten training time and move new employees into independent work sooner rather than later. To that end, the Union believes that the Board should be able to exercise discretion to place a newly hired person above the "Start" Step.

The Union's proposal permits new-hire placement at no higher than the "three (3) year Step" as long as the newly hired person has the following: not less than five (5) years (in the most recent consecutive six (6) years) of full time dispatching service in a law enforcement agency.

We believe this proposal preserves the Board's discretion for higher placement on the wage scale, which it does not already otherwise have, but sets certain parameters for the exercise of that discretion, so as to assure that it is exercised in a uniform manner.

**Therefore, the Union asks that the Fact-Finder adopt and recommend the Union's position as to the elimination of the "6 month Step", the addition of the three (3) additional Steps at the top of the wage scale and the addition of the new language permitting discretionary placement of a new-hire at a wage scale higher than "Start."**

## 2 LEADS TAC PAY SECTION

LEADS (Law Enforcement Automated Data System) is the mechanism connecting all law enforcement agencies nation-wide.

Currently the Dispatcher assigned to LEADS TAC, or TAC hereafter, receives eighty cents (80) cents per hour in addition to the base hourly rate. Currently there is no additional hourly amount specified for Assistant LEADS TAC, hereafter TAC. However, the position does exist and members are currently in that position. **1. The Union proposes an increase to one dollar fifty cents (\$1.50) per hour for TAC; 2. The Union also proposes a separate rate of additional compensation for the Assistant TAC of one dollar twenty-five cents (\$1.25) per hour.**

Currently there is a TAC and an Assistant TAC at each PSAP for a total of four (4) people to oversee the LEADS responsibilities. When the two (2) PSAP's are merged it is anticipated that there will be only two (2) people responsible for LEADS; one (1) TAC and one (1) Assistant TAC.

By cutting the number of LEADS responsible people in half, each person will have more duties, especially the Assistant TAC whose current duties are minimal, in comparison to the TAC.

## 3. Shift Differential Section

Shift differential is currently set at **thirty cents (30) per hour** between the hours of 4:00 p.m. to 8:00 a.m.. There are also two (2) sentences regarding relief shifts as well as a second section, **both of which the Union proposes to delete, as being obsolete. During the negotiations the parties discussed their deletion. No decision was reached but there appeared to be little controversy over this issue.**

**The Union now proposes a shift differential of forty-five cents per hour.**

The Union argues that thirty (30) cents is on the low side, in fact, the Knox County Sheriff pays forty-five cents per hour and the Mount Vernon Police Department pays forty cents (40) per hour. The Board deems this a modest proposal with the caveat that some fourteen (14) employees will receive this increase.

In summation the Union points to its modification of its three (3) year wage offer as being very reasonable at 1%, 1.5%, 1%. Historically, over the last six (6) years, two (2) contract cycles) the Union points out that the average annual increase has been 2.08%.

The Union continues to believe that **its present proposal to add three (3) Steps effective in the last year of the Agreement is necessary as a retention tool.**

Therefore, because of the substantial modification of its proposals, the Union asks the Fact-Finder to adopt and recommend the Union's positions as to wages and additional Steps.

#### **4. Article 41 Duration**

Both parties have proposed a new three (3) year Agreement. The Union has proposed additional language that would govern that manner in which notification would be given when one (1) party wants to modify, amend or bargain the Agreement, including language that the notification would be pursuant to SERB rules. **Effective date**, January 1, 2013 to December 31, 2015.

#### **CONCLUSION:**

The Union asks that the Fact-Finder accept and adopt the Union's position on the unresolved issues. The Union further asks that the Fact-Finder include and make part of his Recommendation and Report, all the Articles and/or Sections previously and tentatively agreed to on the various dates that the parties met to engage in collective bargaining.

### **IV Fact-Finders Recommendations and Rationale**

After due consideration and study of the written and oral arguments of the parties the Fact-Finder recommends as follows:

#### **A. Article 29 Wages and Compensation**

**29.1** The Fact-Finder recommends that the **Union's position** be adopted, (in part) as follows with no provision to eliminate the "6-month Step" or the for the addition of three (3) additional Steps at the top of the Wage Scale in the third year or any change for a Dispatcher "start Step" provision.

- 1. Effective January 1, 2013 a wage increase for all bargaining unit employees of 1%**  
**Effective January 1, 2014 a wage increase for all bargaining unit employees of 1.5%**  
**Effective January 1, 2015 a wage increase for all bargaining unit employees of 1%**

**Rationale:**

As background, the Board had proposed -0- increase in the first year, a re-opener in the second year and third years while the Union had proposed across-the board wage increases of 4%, 4%, and 5%. The current Agreement provided a 2% wage increase for 2010, a 2% increase for 2011 and a 2.5% increase for 2012. The Board contends that during that last period the expenses for Knox County exceeded revenue by \$755,970.00. As "expenses" were not detailed the excess may not have been due only to the wage increases.

There were no assertions by the Board that if it granted the Union's last wage proposal its 911 unit would suffer irreparable harm nor were there assertions that the Union's last proposal would produce a wage scale much higher other comparable 911 units. Statistics offered for 2012 put Knox County's Dispatchers in approximately the middle range of the wage table.

Considering the bargaining history of this 911 unit this last proposal appears reasonable and realistic. There will quite possibly be in this three (3) year period staff consolidations and improvements in facilities that benefit all personnel.

There is not enough evidence or statistical data for the Fact-Finder to approve the Union's proposals to modify the "6-month" Step, to add three (3) additional Steps or to add a "start" Step.

**29.3** The Fact-Finder recommends that the **Board's position** be adopted and that therefore, there be no modifications to the current language/provisions as now set forth in the Agreement.

**Section 29.3 now reads: "Dispatchers assigned TAC duties shall receive an additional eighty cents (\$0.80) per hour."**

**Rationale:**

The Union has offered no compelling factual reason(s) for the Fact-Finder to make substantial modifications to the existing Section 29.3. These modifications have been met with serious objection by the Board. The Union contends that the existing \$.80 cents per hour is not, and once the PSAP's are consolidated will certainly not be enough additional compensation for the extent and depth of the additional TAC duties. The Unions' proposal is to almost double the additional hourly amount. There are assumptions offered which at this point are not sufficient for the Fact-Finder to order the changes requested.

**This is a matter that well could be the subject of more evaluation in depth by a small Committee from the Bargaining Unit and from the Board meeting during the life of the Agreement.**

29.6 The Fact-Finder recommends that the **Union's position** be adopted and that the shift differential be increased to **\$.45** in the Agreement effective January 1, 2013.

**Rationale:**

The most compelling argument offered is by the Union and it is the statistic that the Knox County Sheriff pays dispatchers forty-five cents (\$.45 cents) per hour and the Mount Vernon Police Department pays Dispatchers at forty cents (\$.40) cents per hour. Additionally, the counties contiguous to Knox pay from thirty cents on the low end to forty (40) cents on the high end.

**B. 41.2 (a)** The Fact-Finder recommends that the **Union's position** be adopted in that the Agreement becomes effective on **January 1, 2013**.

(b) The Fact-Finder also recommends that the **Board's proposal** for a new Section **41.3** be adopted and that such new language be effective as of **January 1, 2013**, as follows:

**"If either party desires to modify or amend this Agreement, it shall give notice of such intent to the other party pursuant to the rules of the State Employment Relations Board (OAC 4117-01-02) no earlier than 120 calendar days prior to, nor later than ninety (90) calendar days prior to the expiration of this Agreement."**<sup>1</sup>

**Rationale:**

The Fact-Finder has not been made aware of a history of negotiated Agreements between the parties that have what is, in effect, a penalty provision calling for delayed implementation of wage rates until the employees actually ratify the terms and conditions of the Agreement. The majority of new Agreements are not completed on or before the expiration of the old Agreement. Collective bargaining is joint process and neither party has voiced concern over unnecessary delay.

It would be inappropriate for the Fact-Finder to order the effective date of the first wage increase be other than that of January 1, 2013.

As to the new language, there is no dispute as both parties proposed the concept.

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<sup>1</sup> There was discussion by the parties as to "obsolete language" they should address.

## V Issues Resolved prior to this Hearing

The Fact-Finder recommends that all Articles and/or Sections previously and tentatively agreed to/initialed by the parties on the various dates that the parties met to engage in collective bargaining be incorporated into the new Agreement effective January 1, 2013.

/s/ Richard J. Colvin  
Fact-Finder

Signed this first day of March 2013 in Mason, Ohio, County of Warren and State of Ohio

## VI Certification of Service

### VIA ELECTRONIC TRANSMISSION

The undersigned hereby certifies that true and accurate copies of the foregoing **Fact-Finder's Report** dated March 1, 2013 were, on said date served on Andrea H. Johan, Esq. Staff Representative FOP, Ohio Labor Council, Inc. at [ajohan@fopohio.org](mailto:ajohan@fopohio.org) and to John J. Krock Vice President Clemans-Nelson & Associates, Inc. at [jkrock@clemansnelson.com](mailto:jkrock@clemansnelson.com) and to the Bureau of Mediation at [MED@serb.oh.us](mailto:MED@serb.oh.us)

/s/ Richard J. Colvin  
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