

**STATE OF OHIO**

STATE EMPLOYMENT  
RELATIONS BOARD

**BEFORE THE OHIO STATE EMPLOYMENT RELATIONS BOARD**

**IN THE MATTER OF FACT FINDING**

**BETWEEN THE**

**FRANKLIN COUNTY SHERIFF**

**AND**

**FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.**

SERB Case #'s: 2015-MED-09-1003 & 1004

E. William Lewis, Fact Finder

Date of Hearing: July 19, 2016  
Date Recommendation issued: August 17, 2016

Appearances:

For the County:

Robert D. Weisman, Esq.  
ICE MILLER LLP  
250 West Street, Suite 700  
Columbus, Ohio 43215

For the FOP:

Andrea H. Johan  
Senior Staff Representative  
FOP, Ohio Labor Council, Inc  
222 East Town Street  
Columbus, Ohio 43215

**AUTHORITY**

In the matter brought before Fact Finder E. William Lewis in keeping with applicable provisions of the Ohio Revised Code 4117 and related rules and regulations of the Ohio State Employment Relations Board. The parties have complied in a timely manner with all filings. The matter before the Fact Finder is for consideration and recommendation based on merit and fact according to the provisions of Ohio Revised Code 4117, particular to those that apply to Safety Forces and mutual directives of the parties.

In attendance for the County:

Mr. Robert Weisman	Counsel for: County and Sheriff
Ms. Jennifer McDaniel	Counsel for: County and Sheriff
Mr. Michael Flynn	Chief of Administration
Mr. Jim Gilbert	Chief Deputy/Patrol Bureau
Mr. David Masterson	FCSO, Dir. of Administrative Services
Ms. Lindsay Rasey	Human Resources Director
Mr. Zak Talarek	County Office of Management/Budget
Mr. Robert Young	County Human Resources
For the FOP:	
Ms. Andrea Johan	Sr. Staff Representative, FOP, OLC
Ms. Kim Rawls	Communications Technician
Mr. Clayton Foster	Communications Technician
Ms. Danielle McCown	Communications Technician
Ms. Renee Muench	Supervisor, Communications Techs.
Ms. Stephanie Newman	Supervisor, Communications Techs.

## **BACKGROUND:**

Franklin County, the second most populous county in Ohio, provides numerous community services to its residents. The Franklin County Sheriff's Office, hereinafter known as the Employer/Sheriff, provides law enforcement to the County residents. The Fraternal Order of Police, Ohio Labor Council, hereinafter known as the Union/FOP, represents a bargaining unit of approximately twenty eight members. The unit is composed of approximately twenty-two (22) Communications Technicians, and six (6) Communications Supervisors.

The Communication Technicians(Comm. Techs) provide dispatching and monitoring services to the Sheriff's Officers as well as some other jurisdictions within the County. The Communications Supervisors manage the daily (24/7) operations of the radio room.

Eleven bargaining sessions were held prior to this Fact Finding session. Four of the meetings were with a SERB mediator. The bargaining efforts of parties have produced settlement on all Articles except Article 18 Wages.

Based on the Ohio Revised Code 4117.14(C)(3) this Fact Finder was appointed on May 3, 2016. By mutual agreement the Fact Finding Hearing was scheduled for July 19, 2016. At the Hearing, a discussion was held with the parties regarding their willingness to mediate the remaining issues. It was agreed that we would attempt mediation for a few hours, if no progress we would open the Fact Finding Hearing. Thanks to the efforts of the parties mediation was successful in resolving the remaining issues. Thus, the fact finder's recommendations will be the tentative agreements reached between the parties through the mediation session.

Regarding the issues addressed in mediation the fact finder will identify the pre-submittal position of each party followed by the fact finder's recommendation reflecting the tentative agreement reached through mediation.

## **ISSUES ADDRESSED IN MEDIATION:**

### **ARTICLE 18 WAGES**

## **Section 18.1. Wage Increases.**

Employer Position:

Comm. Techs:

Commencing with the first pay period in January 2016, the wage rates of Comm. Techs. Steps 1 through 4 will be increased by (1.25%)

Commencing with the first pay period in January 2017, the Comm. Techs. shall receive an across the board wage rate increase of (1.25%), and commencing with the first pay period in January 2018, the Comm. Techs. shall receive an across the board wage rate increase of (1.25%).

Comm. Tech. Supervisors:

On the first day of the first full pay period of January 2016, the post probationary wage and the probationary wage will be retroactively increased based on the current actual monetary amount existing between the top step Comm. Tech. The monetary differential identified below will be referred to as the supervisory differential and will be distinguished between probationary supervisory Comm. Techs. and post-probationary supervisory Comm. Techs. The supervisory differential between top step Comm. Tech. and probationary supervisor is \$2.85. The supervisory differential between a top step Comm. Tech. and a post-probationary supervisor is \$4.37.

Commencing with the first pay period in January 2017 and the first pay period in January 2018, the pay rates for supervisors will continue to maintain the supervisory differential of \$2.85 between a top step Comm. Tech. and a probationary supervisor, and the supervisory differential of \$4.37 between a top step Comm. Tech. and a post-probationary supervisor.

Upon the appointment as a Comm. Tech. Supervisor that supervisor shall receive the probationary hourly wage. Upon the successful completion of the promotional probationary period and any extension thereof Comm. Tech. Supervisors shall receive the post-probationary hourly wage.

Plus: Wage Compensation Study for Communication Technicians  
(summarized)

1. Board of Commissioners to conduct a "Study" pertaining to wages of comparable Communication Technicians.

2. Board of County Commissioners to select the company that will conduct the Study considering FOP/OLC input. Company selected Board's decision.

3. After Study, parties to meet to develop a plan to implement relevant portions. However, management may not be required to implement the Study recommendations.

4. The Franklin County Commissioners will authorize the Study no later than October 31, 2016.

#### Union Position:

Commencing with the first pay period in 2016 all Communications Technicians in steps 2, 3 and 4 shall receive, in lieu of an across-the-board increase, a market/equity adjustment in hourly wages as follows; Step 2-\$25.00(increase of \$5.57), Step 3-\$25.61(increase of \$5.70), step 4-\$26.94(increase of \$6.00).

Commencing with the first pay period in January 2017, Communication Technicians in all steps shall receive an across-the-board wage increase of three percent (3%).

Commencing with the first pay period in January 2018, all Communications Technicians in all steps shall receive an across-the-board wage increase of three and one-quarter percent (3.25%).

#### Communication Technician Supervisors:

Hourly wage rates for Communication Supervisors in both the Probationary Step and the Post-Probationary Step shall be in the amount equal to the supervisory differential percent in effect as of December 31, 2015. This differential percent shall be 18% above the top step Comm. Tech. for

Probationary Supervisors, and 21% for Post-Probationary Supervisors for years 2016, 2017 and 2018.

**Also--Memorandum of Understanding (summarized)  
Wage/Compensation Study for Communications Technicians**

The Franklin County Commissioners will authorize the a wage compensation "study" at its own expense pertaining to wages of comparable Communication Technicians to those Communication Technicians in the Sheriff's Office.

The Board of Commissioners will select the Company to conduct the "study" and it may consider input from the FOP. The "study" will be authorized no later than October 31, 2016.

Upon "study" completion the County shall engage in negotiations with the Union per ORC 4117 to develop an implementation plan. Wage adjustments that result from the negotiations shall be retroactive to October 31, 2016.

**Fact Finder Recommendation:**

**Section 18.1. Wage Increases:**

Communication Technicians:

Effective retroactively commencing with the first pay period in January 2016, an across-the-board wage increase of two percent (2%).

Commencing with the first pay period in January 2017, an across-the-board wage increase of two percent (2%).

Commencing with the first pay period in January 2018, an across-the-board wage increase of two and one-quarter percent (2.25%).

Memorandum of Understanding---See Attachment A

Communication Technician Supervisors:

Hourly wage rates for Communication Technician Supervisors in both the Probationary Step and the Post-Probationary Step shall be in the amount equal to the supervisory differential percent in effect as of December 31, 2015. This differential percent shall be eighteen percent (18%) above the top step Comm. Tech. for Probationary Supervisors, and twenty-one percent (21%) for Post-Probationary Supervisors for years 2016, 2017 and 2018.

**Section 18.2. Shift Differential.**

Employer Position:

A. Shift Differential Pay Rate. The shift differential is hereby established as \$.70 (cents) per hour.

B. and C.: current language.

Union Position:

A. Shift Differential Pay Rate. Shift differential is hereby established at the following rates:

2016----- \$1.05 per hour

2017-----\$1.10 per hour

2018-----\$1.15 per hour

B. and C.: current language

Fact Finder Recommendation:

A. Shift Differential Pay Rate. Shift differential is hereby established at the following rates:

Effective retroactively to the first pay period in 2016 the Shift Differential Pay Rate shall be \$.80 (cents) per hour.

Effective the first pay period in January 2017 the Shift Differential Pay Rate shall be \$.85 (cents) per hour.

Effective with the first pay period in January 2018 the Shift Differential Pay Rate shall be \$.90 (cents) per hour.

B. and C.: current language.

**Section 18.3. Service Credit.**

Employer Position:

Current language.

Union Position:

Bargaining unit members shall receive, in addition to other pay called for herein, service credit adjustments based upon the following table:

\$375.00 for 5 years of continuous service

\$75.00 for each additional year of service

\$110.00 for each additional year of service after the completion of 10 years of continuous service.

Balance of Section 18.3. Current language.

Fact Finder Recommendation:

See Attachment B.

**Section 18.4. Training Compensation.**

Employer Position:

Current language.

Union Position;

For each four (4) hour shift that a Comm. Tech is assigned to train a new employee, the Comm. Tech shall receive one (1) hour of compensation in either compensatory time or in cash, at their option. However this compensation will not be granted if the member serves less than five (5) hours in the training capacity or if the member works less than a full shift as a result of their own leave or absence from duty.

Fact Finder Recommendation:

Current language, per tentative agreement.

### CONCLUSION

The Fact Finding recommendations contained herein were arrived at giving consideration to the positions and arguments of the parties, and the resulting mediated agreements reached between the parties with this Fact Finder at our Hearing. Additionally, the Fact Finder incorporates as part of his recommendations, any tentative agreements reached between the parties during their negotiations and the language of the expired Agreement which remains unchanged by the parties.

This concludes the Fact Finding Report.

Respectfully submitted, this 17<sup>th</sup> day of August 2016.



E. William Lewis  
Fact Finder

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that this Report was electronically mailed to the parties and the State Employment Relations Board on August 17, 2016. And a signed hard copy was mailed on the same day by regular U.S. mail to Ms. Andrea H. Johan, Senior Staff Representative, FOP/OLC, at 222 East Town Street Columbus, Ohio 43215, and to Robert W. Weisman, Esq., ICE MILLER LLP, 250 West Street, Suite 700, Columbus, Ohio 43215, and to Ms. Mary Laurent, Bureau of Mediation, State Employment Relations Board, 65 East State Street, Columbus, Ohio 43215.



E. William Lewis  
Fact Finder

**Memorandum of Understanding****Wage/Compensation Study for Communication Technicians**

1. The Franklin County Board of Commissioners will authorize the preparation of a wage and compensation Study (hereafter referred to as "Study") at its own expense pertaining to wages of comparable Communication Technicians to those Communication Technician employees' classifications encompassing the non-supervisory bargaining unit within the Franklin County Sheriff's Office.
2. The Board of County Commissioners will select the company that will conduct the Study but may consider input from the FOP/OLC in the selection process. The determination of the Board of County Commissioners regarding the company selected to perform the Study shall be final. The Franklin County Commissioners will authorize the Study no later than October 31, 2016.
3. After the Study is completed, the County and the Sheriff's Office shall engage in negotiations with the Union pursuant to Ohio Revised Code §4117 to develop and negotiate a plan to reasonably implement the relevant portions of the Study if the Study contains a recommendation for an upward wage adjustment. Wage adjustments that result from these negotiations shall be retroactive to the pay period that includes November 1, 2016.

# ATTACHMENT B

## Section 18.3. Service Credit.

Bargaining unit members shall receive, in addition to other pay called for herein, service credit adjustments based upon the following table:

- \$375 for 5 years of continuous service
- \$75 shall be paid to members with six (6) to ten (10) years of continuous service for each additional year of service
- \$85 shall be paid to members with eleven (11) to twenty (20) years of continuous service for each additional year of service
- \$110 shall be paid to members with more than twenty (20) years of continuous service for each additional year of service

For purposes of this article, employees will be eligible for service credit payment based on service attained as of November 30 of each calendar year.

Payment of service credit shall be made to eligible members in a lump sum, in a separate check, and will be issued no later than the first regular pay day in December of each calendar year. Upon separation of employment, members who are eligible for service credit under this Section (or in the event of death, the surviving spouse or domestic partner or secondly the estate) will be paid as part of the member's termination pay the final partial year of service credit, pro-rated to the number of pay periods completed during said partial year since the member's last payment date. For the purposes of this Section, continuous service shall include any approved FMLA or military leave.

If an employee has not been in a paid status (has been on leave without pay or absent without leave for 80 hours during a pay period), the service credit payment will be reduced by one twenty-sixth (1/26) of the total amount due for each such pay period. This provision does not apply to an employee who is on FMLA leave or military leave, or is receiving temporary total disability compensation as a result of a work-related injury.