

SUBMISSION

This matter concerns fact-finding proceedings between Weathersfield Township (hereafter referred to as the "Township") and the Ohio Patrolmen's Benevolent Association (hereafter referred to as the "Union"). The State Employment Relations Board (SERB) duly appointed William J. Miller, Jr. as Fact Finder in this matter. The parties agreed to extend the submission of this report until August 16, 2000.

The Fact Finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law, and the rules and regulations of the State Employment Relations Board, as amended. Consideration was given to criteria listed in Rule 4117-9-05 (J) of the State Employment Relations Board. The Township and the Union previously engaged in the collective bargaining process before the appointment of a Fact Finder. This Fact Finder had several discussions with the parties prior to July 10, 2000 and on July 10, 2000 attempted to mediate the unresolved issues. Mediation was unsuccessful, and the following issues were considered at the Fact Finding hearing on July 10, 2000:

1. Wages
2. Compensatory Time
3. Insurance
4. Vacations

1. WAGES

It is the position of the Union that increases in wages during the three years of the contract be 10% effective July 1, 2000, 5% effective July 1, 2001, and 5% effective July 1, 2002. The Union contends the proposed wage increases are based upon the low rate of pay when the Township is compared to the surrounding municipalities using the Trumbull 911 Dispatch services. It is contended by the Union that upon reviewing the applicable comparables that the Township Police are in the bottom half for pay while being considered number two for productivity. The Union also contends that the other organized bargaining units in the Township recently received a 7% increase and the Union alleges that the wage increases which it requested are justified.

It is pointed out by the Township that the Police Officers should be entitled to increases in their pay rates, but that such increases need to be more limited than has been proposed by the Union. The Township would propose increases in each of the contract years in the amount of 4%. The Township believes such increases would be justified and would appropriately compensate the Officers in the bargaining unit.

FINDINGS AND RECOMMENDATIONS

After carefully considering the positions of the parties, it is my opinion that following wage increases should be provided:

July 1, 2000	5%
July 1, 2001	5%
July 1, 2002	5%

2. COMPENSATORY TIME

It is the position of the Township that compensatory time should be eliminated or limited because of the operational problems which have occurred with the use of excessive compensatory time. The Township argues further that whenever Officers use compensatory time, it has become necessary to have other Officers work on an overtime basis. The Township believes this approach, which is being used for compensatory time, has resulted in not only increased costs, but it has also caused problems regarding the manner in which the Police Department has operated. The Township reiterates that it would be more appropriate to simply pay overtime when it is necessary as opposed to utilization of compensatory time.

With regard to compensatory time, it is the Union's position that compensatory time is an ordinary part of virtually every contract in the State of Ohio. The normal cap related to compensatory time as established by the Fair Labor Standards Act provides for 480 hours. While this cap has been negotiated up or down in many municipalities, the Union argues it is extremely rare for municipalities to eliminate compensatory time. In the case of this Township, the notion of eliminating compensatory time is not rational because the entire bargaining unit of Police Officers is only permitted to work eighty hours of overtime in each calendar month and overtime beyond eighty hours is offered to Reserve Officers. It is the position of the Union that this procedure does not harm the Township, but in effect saves the Township money during the course of each year.

FINDINGS AND RECOMMENDATIONS

Upon considering the contentions of the parties and the concern raised by both the Township and the Union, it is recommended that during the course of this Agreement, that Police Officers be permitted to use only two compensatory days during eleven months of the year and three compensatory days for the twelfth month of the year. It is also recommended that the existing Agreement language, which provides a limitation on the number of overtime hours that can be worked by Police Officers and also provides a restriction on the number of accumulated compensatory hours be maintained. It is recommended that the determination as to which month Police Officers will be permitted to use a third compensatory day will be accomplished on a seniority basis and will be

mutually agreed upon by the Captain of the Police Department and the Craft Director of the Union.

It is also recommended to the parties that the Agreement language be altered appropriately to reflect the changes recommended so that any issues related to compensatory time will conform to the applicable provisions of the Fair Labor Standards Act.

3. INSURANCE

It is the position of the Union that it is the only bargaining unit that is required to make a co-payment for insurance. The Union argues that the co-pay is not right or fair and that the Police should not be the only employees in the Township that pays money towards health insurance, particularly in light of the increased cost of health insurance over the years. The Union therefore requests that the co-payment for insurance be eliminated for the Police Bargaining Unit and that the Police Bargaining Unit be treated in the same manner as the other bargaining units.

The Township contends that the Police previously enjoyed greater wage increases than the other bargaining units, and accordingly was required to make co-payments for their insurance because of such wage increases. It is the contention of the Township that it is fair and proper to require Police employees to make co-payments for their insurance if this is necessary. Furthermore, the Township would point out that it is not anticipated that there will be a necessity to make co-payments by the Police because the Township is willing to raise the dollar number before co-payments are made. The Township therefore requests that co-payments remain a part of the Police health insurance benefit program under the existing Agreement.

FINDINGS AND RECOMMENDATIONS

In light of the information and arguments presented by the parties, it is recommended that the bargaining unit continue to be required to make co-payments for insurance, but only when the following dollar amounts are exceeded for family coverage:

1 st contract year	\$759.00
2 nd contract year	\$834.00
3 rd contract year	\$909.00

Appropriate amounts should also be considered for single coverage. In the event that co-payments beyond the above numbers are required, the employees will pay half and the Township will pay half of such amount. Furthermore, in the event it becomes necessary for Police employees to make such co-payments, the Union will be entitled to open the Agreement to discuss appropriate wage changes. Finally, it is recommended

that the determination of the applicable rate for health insurance premium cost for the bargaining unit only be made by considering the nine Patrolmen in the bargaining unit.

4. VACATION

Regarding vacations, it is the position of the Township that vacation eligibility for probationary and newly hired employees should be adjusted so that such employees will need to work a longer period of time before they receive vacation weeks. The Township believes this is fair and would help to eliminate excessive vacation payments.

It is the position of the Union that there should be no change in vacation eligibility for any employee whether they be probationary or newly hired.

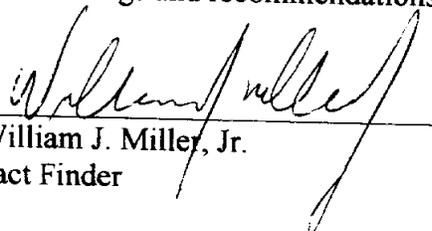
FINDINGS AND RECOMMENDATIONS

It is recommended that there be no change in the vacation language currently found under Article 17 of the Agreement for probationary employees. For new hires it is recommended that there be no change in the personal holiday aspect of such language. With respect to vacations, the following schedule is proposed for new hires:

1 year but less than 6 years	2 weeks
6 years but less than 12 years	3 weeks
12 years but less than 23 years	4 weeks
23 years or more	5 weeks

CONCLUSION

In conclusion, this fact-finder submits his findings and recommendations as set forth herein.



William J. Miller, Jr.
Fact Finder

August 16, 2000