

BACKGROUND

This matter concerns the fact finding proceedings between the Austintown Township Trustees (hereinafter referred to as the "Township") and the Ohio Patrolmen's Benevolent Association, representing the full time and part time dispatchers, (hereinafter referred to as the "Union"). The undersigned, Christopher E. Miles, Esquire, was appointed as the Fact Finder in this matter through the offices of the State Employment Relations Board (SERB).

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. The Township and the Union previously engaged in the collective bargaining process for a period of time prior to the appointment of a Fact Finder and additional negotiations were conducted by the parties subsequent to the appointment of the Fact Finder. During their negotiations, the parties were able to resolve all but the following issues:

- Article 12 - Leaves of Absence
- Article 14 - Compensation
- Article 15 - Longevity
- Article 18 - Clothing Allowance
- Article 23 - Health and Safety

The issues heretofore resolved by the parties are incorporated in this fact finding report.

The Township was represented by Karen Markulin Gaglione, Assistant Mahoning County Prosecutor, and the Union was represented by Mr. Jeff Perry, Business Agent. Prior to the fact finding proceedings, which were conducted at the Austintown Township Building on November 16, 2000, the Fact Finder offered to attempt mediation of any unresolved issues and the parties agreed. During mediation the parties were able to come to a resolution concerning four of the outstanding issues, as follows:

ARTICLE 12 **Leaves of Absence**

A sentence will be added to Section 01 (A) which states that:

Part-time employees shall earn sick leave once they have worked 520 hours in a calendar year at the rate of four and six-tenth (4-6/10) hour with pay, for each eighty (80) hours of service.

ARTICLE 15
Longevity

The following sentence, currently part of Section 01, shall be deleted:

After May 1, 1999, an employee who loses time because of a leave of absence without pay or a suspension of five (5) days or more shall not receive a year of active service for longevity purposes.

ARTICLE 18
Clothing Allowance

In Section 01, the annual clothing allowance for Full-time employees shall be increased to \$400.00 and the annual clothing allowance for Part-time employees shall be paid as follows:

- a) Part-time employees who work 1-299 hours shall receive \$200.00;
- b) Part-time employees who work 300-519 hours shall receive an additional \$50.00 or a total annual clothing allowance of \$250.00.
- c) Part-time employees who work 520 hours or more shall receive an additional \$50.00 or a total annual clothing allowance of \$300.00.

ARTICLE 22
Health and Safety
(Search Pay)

Section 03 shall be added to read as follows:

No dispatcher shall be required to perform police/jailer functions without prior training. Searching a prisoner is part of the Dispatcher's Duties when no Police Officer of the same sex as the arrestee is available.

The issue which remained at impasse for the consideration of the Fact Finder is as follows:

ARTICLE 14
Compensation

The Union proposes the following:

A five (5%) percent wage increase across the board for all full-time dispatchers on May 1, 2000 and on January 1 of each year of the contract thereafter. The part-time dispatchers would also receive a five

(5%) increase on January 1 in 2001 and 2002. The part-time dispatchers would have a new wage scale as follows:

May, 2000	
Start	\$7.50
Off Probation	9.50
1 Year	12.55

Section 05. EMD trained dispatchers shall have their base pay increased by one (1%) percent on May 1st of each year of the contract.

Section 06. All dispatchers shall have one (1%) percent of their PERS picked up and paid by the Township on May 1st of each year of the contract.

The Township proposes:

A four (4%) percent wage increase across the board for all full-time dispatchers on May 1, 2000 and on January 1 of each year of the contract thereafter. The part-time dispatchers would also receive a four (4%) increase on January 1, in 2001 and 2002. The part-time dispatchers would have a new wage scale as follows:

May, 2000	
Start	\$7.50
Off Probation	9.50
1 Year	12.50

FINDINGS AND RECOMMENDATIONS

After consideration and a thorough review of the financial information and documentation supplied by the parties, as well as their presentations and positions, the Fact Finder makes the following recommendation:

RECOMMENDATION

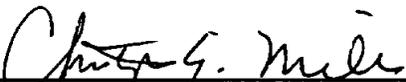
Based upon the record in this case, it is recommended that there be a four (4%) percent wage increase across the board for all full-time and part-time dispatchers retroactive to May 1, 2000 and on January 1 of each year of the contract thereafter. It is also recommended that Section 05 be added to Article 14, as follows:

Section 05. All dispatchers shall have one (1%) percent of their PERS picked up and paid by the Township on May 1st of each year of the contract.

A four (4%) percent wage increase and one (1%) percent PERS pickup is fair and reasonable in the Fact Finder's considered opinion. A four (4%) percent wage increase, in the highest wage rate for Austintown Township for dispatchers, retroactive to May 1, 2000, will be three (3%) percent higher than the highest rate for Boardman Township's dispatchers in the year 2000. In addition, a four (4%) percent wage increase for the dispatchers, coupled with the one (1%) percent PERS pickup, is comparable to the Township wide wage increase and bonuses received by other Township employees.

CONCLUSION

In conclusion, the Fact Finder submits the Findings and Recommendations as set forth herein.



Christopher E. Miles, Esquire
Fact Finder

November 20, 2000

