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STATE EMPLOYMENT
RELATIONS BOARD

**IN THE MATTER
OF
FACT FINDING
REPORT**

2000 DEC 11 A 10: 21

BETWEEN	CASE NO: SERB 00-MED-09-0956
The Ohio Patrolmen's Benevolent Association	FACT FINDER: JOHN S. WEISHEIT
And the	HEARING DATE(S): Nov. 27, 2000
<i>athens</i>	AWARD ISSUED: Dec. 8, 2000
City of London, Ohio	

**REPRESENTATION
by**

<u>Employer Representatives</u>	<u>Union Representatives</u>
Doug Bentley	Joseph M. Hegedus, Esq.

AUTHORITY

This matter was brought before Fact Finder John S. Weisheit, in keeping with applicable provisions of ORC 4117 and related rules and regulations of the Ohio State Employment Relations Board. The parties have complied in a timely manner with all procedural filings. The matters before the Fact Finder are for consideration and recommendation based on merit and fact according to the provisions of ORC 4117, particularly those applicable to safety forces.

BACKGROUND

The Athens County Commissioners, hereinafter called the "County" and/or "Employer", recognizes the Ohio Patrolman Benevolent Association, hereinafter called the "OPBA" and/or the "Union", for all full-time 911 Dispatchers. The above named parties engaged in bargaining for a successor Agreement to the one expiring in December, 2000. In the course of good faith bargaining, several issues were resolved in tentative agreement. Some issues remained unresolved and this Fact Finder was called upon to assist the parties in mediation and Fact Finding, as provided in ORC 4117. The parties asked the Fact Finder to mediate the issues at impasse with the parties prior to conducting a formal Fact Finding Hearing.

The parties convened on November 27, 2000, at the Athens County Commissioner's offices in Athens, Ohio. It was understood at that session that any position and/or offer made in mediation could be used by the Fact Finder should it become necessary for him to issue a written report. The parties clearly identified those issues that had reached tentative agreement and related current positions on issues at impasse. While additional proposals and concessions were made, no further agreements occurred at that session.

The parties requested the Fact Finder to issue a Report and again confirmed he could use information attained during the mediation process. The parties indicated they had nothing additional to submit on behalf of their bargaining position and acknowledged that they had sufficient opportunity to present such facts and documentation to support their respective positions. The Fact Finder was asked to write a Fact Finding Report and submit it to the parties by December 8, 2000. The Hearing was then adjourned.

In compliance with ORC 4117.14(C)(4)(e), and related rules and regulations of the State Employment Relations Board, the following criteria were given consideration in making this Award:

1. Past collectively bargained agreements between the parties;
2. Comparison of the unresolved issues relative to the employees in the bargaining unit 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. Any stipulations of the parties;
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in public service or in private employment.

This Report is based on facts provided in document and testimony introduced at that time and in keeping with statutory consideration cited above.

ISSUES OF TENTATIVE AGREEMENT

All issues in negotiations were tentatively agreed to, or otherwise resolved except for those set forth in the following section identified as Issues at Impasse.

ISSUES AT IMPASSE

The following issues were at impasse at time of the Fact Finding Hearing:

Issue	Title
Article 27	Base Wage
Article 27	Longevity
Article 27	Shift Differential
Article 27	Training Officer Pay
Insurance	Employer Premium Contribution Amount for Optical/Dental Insurance

**SUMMARY OF THE RESPECTIVE POSITIONS
ON ISSUES AT IMPASSE**

The following Articles remain, in part and/or whole, unresolved at Fact Finding:

Employer	Issue	Union
Inc. by 4.5% eff. Jan. 1, 2001 Inc. by 3.5% eff. Jan. 1, 2002 Inc. by 3.5% eff. Jan. 1, 2003	Wages Base Salary	Inc. by 4.5% eff. Jan. 1, 2001 Inc. by 3.5% eff. Jan. 1, 2002 Inc. by 3.5% eff. Jan. 1, 2003
add 5 th Step on wage schedule eff. Jan. 1, 2003, with 3-yr. Service with Emp.		add 5 th Step on wage schedule eff. Jan. 1, 2001, with 3-yr. Service with Emp.
Inc. amount by \$10.00 (to \$60.00 per year with 5 yrs service with Emp.)	Wages Longevity	Increase rate to \$75.00/year + change lang. controlling its application to 5 yrs but applies to all years of service.

Employer	Issue	Union
Status Quo	Wages Shift Differential	25¢/hr. when worked between 3:00 p.m. & 7:00 a.m.
50¢ per hour for time spent as Training Officer	Wages Training Officer Pay	\$ 1.50 per hour for time spent as Training Officer
Status Quo	Insurance Employer Premium Contribution Amount for Dental/Optical	Employer to pay 100% premium for optical-dental insurance for all bargaining unit members.

DISCUSSION & DETERMINATION

General

The economic issues at impasse are considered collectively. Economic impact was reviewed in context of cost estimates of issues tentatively agreed to as well as those economic issues at impasse. Recommendations were made on an item by item basis as called for under ORC 4117. Uniform financial documents reflecting current and previous year's expenditure and income were not introduced into the record. The Employer raises no argument of inability to pay. Its last economic offer is found comparable to other similar bargaining unit settlements examined in recent months within Ohio.

Prior base wage settlements for bargaining unit members is also determined comparable. When considered as an inclusive cost factor to a total economic percentage wage increase, it provides a higher than average increase for employees in "Dispatcher" categories.

The Fact Finder has used generally accepted standards applied in making a finding and recommendation in interest rights matter in this instant situation.

Fact Finder's Determination Issue by Issue

Issue	Discussion/Determination
Article 27 Wage Schedule Section 27.1, 27.2, 27.3, 27.4, 27.5	<p>The introductory paragraphs in this section of the Report is of particular relevance to this issue. The resulting recommendations in this provision are made after taking into consideration all economic issues brought before the Fact Finder.</p> <p>The only significant difference argued by the parties relates to when a 5th step to the wage schedule should be effective and experience needed to qualify for advancement to such level. The Employer has modified its final position that reflects the following parts:</p> <ul style="list-style-type: none">a. The 5th step will be included on the wage schedule.b. The step will become effective as of Jan. 1, 2003, the last year of the Agreement.c. A bargaining unit member needs 3 years experience with the employer to qualify for placement on the 5th step. (This is a change in position occurred during mediation and is a concession from its prior position requiring 5 years of experience.)
Recommendation (Base Salary)	<p>It is recommended that the Agreement include language that reflects the last position proposed by the Employer at the Fact Finding Hearing. Express terms of this recommended provision are set forth in the next Section of this Report.</p>
Wages Longevity	<p>Significant concession on this issue was made in the course of mediation. Not only did the Employer increase its proposal on the annual amount for this benefit, but it indicated a willingness to include language regarding the number of years of service for which this benefit would be made.</p>
Recommendation Section 27.5 Longevity	<p>Express terms regarding this provision recommended for inclusion in the Agreement are found in the following section.</p>

**Wage
Section 27.6
Training Officer
Pay**

L.E.A.D.S./TAC Officer Pay is currently at 50¢ per hour for time spent on such duty. The Employer, proposal is determined reasonable to include Training Officer at the same rate. This position is considered an appropriate rate as it is a new economic benefit under the Agreement and in consideration of totality of the economic provision upgrades in the Agreement.

**Recommendation
Training Officer
Pay**

It is recommended that the Agreement include Training Officer Pay in the amount of 50¢ per hour when a bargaining unit member works as a Training Officer as set forth in the next section of this Report.

**Wage
Section 27._(new)
Shift Differential**

Considering the economic issues at impasse collectively, it is not recommended that Shift Differential Pay should be included to the terms of Agreement at this time.

**Recommendation
Shift Differential**

It is recommended to not include Shift Differential Pay in the Agreement.

**Insurance
Optical/Dental
Premiums**

Considering current Employer premium contributions on these benefits and total increase in economic benefits, the Fact Finder determines argument does not support changing this benefit level at this time.

**Recommendation
Optical/Dental
Premiums**

It is recommended that Employer benefit amounts for Optical/Dental Insurance Premiums should be included in the Agreement with the Employer share of premium remaining at the current level.

FACT FINDER DETERMINATIONS

Issue

Determination

**Recommendation
Section 27.1-27.4**

It is recommended that Article 27 - Wage Schedule, be included in the Agreement as follows:

Section 27.1 Effective January 1, 2001, the following wage and pay steps shall be effective:

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4
DISPATCHER	\$ 10.54	\$ 11.24	\$ 11.83	\$ 12.55

Section 27.2 Effective January 1, 2002, the following wage and pay steps shall be effective:

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4
DISPATCHER	\$ 10.91	\$ 11.64	\$ 12.24	\$ 12.99

Section 27.3 Effective January 1, 2003, the following wage and pay steps shall be effective:

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4
DISPATCHER	\$ 11.30	\$ 12.05	\$ 13.44	\$ 14.25

Section 27.4. Employees in the classification of Dispatcher shall be assigned to the appropriate pay steps and wage rates based on their length of continuous service in the classification as follows:

Step 1 - Starting Wage Rate

Step 2 - After six (6) months of service in the classification.

Step 3 - After completion of one (1) year of service in the classification

Step 4- After completion of two (2) years of service in the classification

Step 5 - After completion of three (3) years of service in the classification beginning on January 1, 2003.

Issue

Determination

Recommendation Section 27.5 Longevity	Section 27.5 All employees who have completed a minimum of five (5) years of total continuous service with Athens County shall receive a longevity pay supplement in addition to their regular base hourly rate of pay at the annual rate of sixty \$60.00 dollars for each year of service. The longevity pay supplement shall be calculated by multiplying the number of years of total service times sixty (\$60) dollars, then dividing that amount by 2,080 to determine the amount added to the base hourly rate of pay. The longevity supplement shall be paid each pay period beginning on the Employee's fifth year anniversary of employment and continuing thereafter. The employee's last anniversary date of full-time hire with either the Athens County Sheriff's Department or the 911 Center, whichever date is earlier, shall be used for computing years of service and longevity rate.
Recommendation Section 27.6 Training Officer Pay	Section 27.6. Any person designated by the Chief to act in the capacity of L.E.A.D.S./TAC Officer and/or Training Officer shall be compensated an additional fifty cents (50¢) per hour for all hours worked in such a capacity.
Recommendation Shift Differential	It is recommended that Shift Differential Pay not be included in the Agreement.
Recommendation Optical/Dental Premiums	It is recommended that provisions related to Optical/Dental Insurance Premiums should be brought forward into the Agreement as set forth in the expiring agreement.

FACT FINDING & RECOMMENDATION

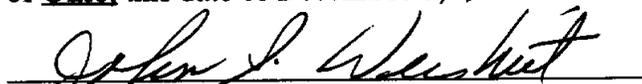
- It is recommended that all items of tentative agreement prior to Fact Finding be included in the Agreement. If not otherwise by the parties, it is recommended all provisions of the expiring agreement be included in the Agreement as stated in the expiring agreement, unless expressly modified and tentatively agreed to by the parties and/or recommended otherwise by the Fact Finder in the in Award.

TOTALITY OF AGREEMENT

- This will affirm the foregoing report, consisting of **9 pages**, inclusive of this page, and recommendations contained herein are made in this matter of this Award by the below signed Fact Finder.
- * All matters presented before the Fact Finder and not specifically addressed were given consideration but are not recommended for inclusion in the Agreement.
- If there is found conflict in the Report between the Fact Finder's Discussion and Recommendations, the language in the Recommendation shall prevail.
- * All matters of tentative agreement reached at the Fact Finding Hearing are recommended to be included in the Agreement.

To the best of my knowledge, said Report and its included recommendations complies with applicable provisions of ORC 4117 and related Rules and Regulations adopted by the State Employment Relations Board.

I therefore affix my signature at the City of **Galion**, in the County of **Crawford**, in the State of **Ohio**, this date of **December 8, 2000**.



John S. Weisheit, Fact Finder

CERTIFICATE OF SERVICE

This will affirm that the Fact finding Report in the Matter of Fact finding between

BETWEEN	
The Ohio Patrolmen's Benevolent Association	CASE NO: SERB 00-MED-04-0469
And the	
Athens County Commissioners	

was served to the below named parties at the stated addresses

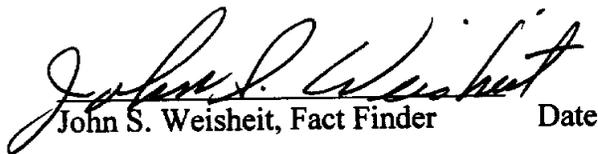
Joseph M. Hegedus, Esq.
Climaco, Lefkowitz, Peca, Wilcox & Garofoli,
Co., L.P.A.
175 S. Third St., Suite 820
Columbus, OH 43215

Doug Bently, Chief of Operations
13 W. Washington St.
Athens, OH 45701

by U.S. Postal Service mailed overnight express, on December 8, 2000.

Copy of this Award was submitted U. S. Postal Service by First Class Mail to George M. Albu, Director, Bureau of Mediation, SERB, 65 E. State St., Columbus, OH 43215-4213, on December 8, 2000.

I affirm, to the best of my knowledge that the foregoing is true and accurate and in keeping with ORC 4117 and related SERB Rules and Regulations.


John S. Weisheit, Fact Finder Date