

FACTFINDING REPORT

STATE EMPLOYMENT
RELATIONS BOARD

STATE OF OHIO

2001 APR 20 A 10: 55

STATE EMPLOYMENT RELATIONS BOARD

April 18, 2001

In the Matter of:

Springfield Township Trustees)	
)	
and)	Case Nos. 00-MED-09-0998
)	00-MED-09-0999
Fraternal Order of Police,)	
Ohio Labor Council, Inc.)	

APPEARANCES

For the Employer:

Harley M. Kastner, Attorney
 Carl F. Blasdel, Chief of Police
 William O. Dotson, Clerk-Treasurer

For the Union:

Hugh Bennett, Staff Representative
 Garry Moneypenny, President
 Kenneth B. Ray, Bargaining Unit Member
 Daniel D. Wagner, Bargaining Unit Member

Factfinder:

Nels E. Nelson

BACKGROUND

The dispute involves Springfield Township Trustees and the Fraternal Order of Police, Ohio Labor Council, Inc. When the parties failed to reach agreement on a successor to the collective bargaining agreement due to expire on December 31, 2000, the Factfinder was appointed. The parties, however, opted to continue negotiations and agreed to extend the collective bargaining agreement.

On March 2, 2001, the parties decided to proceed to factfinding. A hearing was conducted on April 9, 2001. At the conclusion of the hearing, the parties agreed that the Factfinder should expedite the process by offering his recommendations without discussing their positions or the rationale for his recommendations.

ISSUES

The parties presented 13 issues to the Factfinder. His recommendations are as follows:

1) Article 11, Health Insurance, Section 1 - The Factfinder recommends

the following contract language:

During the term of this Agreement, the Township will offer to bargaining unit members a hospitalization plan substantially similar to that in effect upon execution of this Agreement. The Township will provide at its cost individual coverage for employees for the duration of the Agreement. The Township will pay, for the duration of this Agreement, up to Six Hundred Fifty Dollars (\$650) per month to maintain an individual plus one dependent coverage and up to Eight Hundred Fifty Dollars (\$850) per month to maintain individual plus more than one dependent coverage. If, at any time during the life of this Agreement the monthly premiums for said insurance coverage exceed the aforesaid amounts, the amount of monthly premium in excess of Six Hundred Fifty Dollars (\$650) and Eight Hundred Fifty Dollars (\$850) will be split 50/50 between the employer

and the employee. Employee contributions will be deducted from the employee's regular pay.

2) Article 11, Health Insurance, New Section - Corrective Eye Surgery -

The Factfinder recommends that the union's demand be denied.

3) Article 11, Health Insurance, Section 3 - Sick Leave - The Factfinder

recommends the following contract language:

Upon retirement or death, a member or his estate shall be entitled to be compensated with pay for up to one-half (1/2) his/her total accumulated sick leave. Total accumulated sick leave shall not exceed one hundred eighty (180) days for retirement or death pay purposes.

4) Article 13, Overtime Pay, Section 2 - Comp Time Bank - The

Factfinder recommends current contract language.

5) Article 15, Holidays, Section 5 - Holiday Pay Carryover - The

Factfinder recommends current contract language.

6) Article 17, Uniform Allowance, Section 1(A) - Allowance - The

Factfinder recommends the following contract language:

A. The maximum amount of uniform allowance will be Seven Hundred Twenty-Five Dollars (\$725) in 2001, Seven Hundred Fifty Dollars (\$750) in 2002, and Seven Hundred Seventy-Five (\$775) in 2003 payable one-half in January/July in the first pay period in the month. A member serving as a full-time detective will receive an additional Fifty Dollars (\$50) gross allowance each contract year.

7) Article 19, Longevity - The Factfinder recommends current contract

language.

8) Article 25, Pay Schedule, Section 2 - The Factfinder recommends the

following contract language:

A) The salaries for patrolmen and sergeants shall be increased 3.25% effective January 1, 2001; January 1, 2002; and January 1, 2003.

B) Pay steps shall be 0-2 years, 2-5 years, 5-8 years, and 8 years or more.

9) Article 28, Out of Classification Wage, Section 1 - The Factfinder

recommends following contract language:

When a member with more than one year of credited service in the bargaining unit is assigned to work out of his/her classification, said employee shall be paid his/her own rate of pay if the position to which he is assigned pays a lower rate than his regular rate. However, if a member of the bargaining unit with more than one year of credited seniority is assigned to work out of his/her classification in a higher rated position, he shall receive his/her own rate of pay plus \$2.00 per hour for time worked, subject to the following conditions: (insert current contract language).

10) Article 22, Layoff and Call Back, Section 1 - The Factfinder

recommends current contract language.

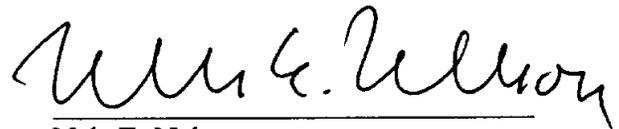
11) New Article - Meetings and Training - The Factfinder recommends the

following contract language:

When an employee is required to return for a mandatory department meeting or training, he shall receive a minimum of one (1) hour pay at the appropriate rate.

12) New Article - Sick Leave Bank - The Factfinder rejects the union's demand and suggests the issue be referred to the Labor-Management Committee.

13) New Article - Books, Materials, and Supplies - The Factfinder recommends that the union's demand be denied.



Nels E. Nelson
Factfinder

April 18, 2001
Russell Township
Geauga County, Ohio