

State of Ohio
State Employment Relations Board

2001 NOV 28 A 10:40

In the Matter Between:

WAYNE COUNTY COMMISSIONERS

And

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION
DISPATCHERS, COMMUNICATIONS OFFICERS
AND LEAD COMMUNICATIONS OFFICERS

FACT-FINDING REPORT

01-MED-08-0697

ARBITRATOR:	Thomas L. Hewitt
SELECTION DATE:	September 25, 2001
HEARING DATE:	November 9, 2001
REPORT ISSUED:	November 26, 2001

APPEARANCES

FOR THE COUNTY

Howard Heffelfinger, Attorney, CLEMENS NELSON
Marty Bramlett, Attorney, CLEMENS NELSON
Patrick C. Herron, Wayne County Administrator*
John P. Wise, Director, Wayne County EMA
Charles D. Hardman, Captain, Wayne County Sheriff
Tim McClintock, Wayne County Chief Building Official

FOR THE UNION

Joe Hegedus, Labor Counsel
Ron McCollum, Communications Officer*
Mark Bartholomew, Dispatcher
Rex Stuff, Communications Officer

*Witness

BACKGROUND

The fact-finder was appointed by the State Employment Relations Board in compliance with Ohio Revised Code Section 4117.14(c)(3) to hear Case Number 01-MED-08-0697 between Wayne County Commissions and Ohio Patrolmen's Benevolent Association, Dispatchers, Communications Officers and Lead Communications Officers.

In an attempt to resolve the impasse in negotiations a fact finding hearing was held at the Wayne County Emergency Management Agency Classroom in the basement of the Wayne County Justice Center located at 201 West North Street, Wooster, Ohio on November 9, 2001. All witnesses were sworn and both parties had full and equal opportunities to make statements, present evidence, examine, and cross examine witnesses.

The fact-finder takes into consideration all reliable information relevant to the submitted issues and makes recommendations based upon the following:

1. Past collectively bargained agreements, if any between parties;
2. Comparison of 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, and 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; and
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 the public service or in private employment.

Therefore, to that end the following are findings of fact.

FINDINGS

Article 22

Overtime Compensation

Section 22.3 Employees may elect to use compensatory time off in lieu of monetary compensation for overtime worked, at a time mutually convenient to the employee and the Employer. Compensatory time will not accrue beyond sixty (60) hours.

(New)

Section 22.6 An employee who wished to utilize compensatory time off will normally be required to submit a request in writing to his immediate supervisor at least seven (7) days in advance. However, an employee may be permitted to utilize compensatory time off with less than a seven (7) day request if such time is mutually agreeable to the employee and Employer.

* * * * *

Article 23

Benefits

Section 23.2 The Employer agrees to pay eighty percent (80%) of the monthly cost for those bargaining unit employees who elect to receive health care, dental or prescription coverage. The employee shall be required to pay the remaining twenty percent (20%).

(New)

Section 23 If the Wayne County Board of Commissions adopts a plan to pay a monthly amount to those employees who choose to waive health care coverage, bargaining unit employees will be provided with the opportunity to participate in the plan.

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Article 24

Holidays

Section 24.4 Each employee shall be entitled to one (1) day of personal leave with pay per year effective September 1, 1996. Each request for personal leave shall, whenever possible, be made at least one (1) day in advance of its intended day of usage (emergency consideration will be given), and must be approved by the employee's immediate supervisor.

An additional personal leave day with pay per year may be utilized under the same eligibility requirements but it shall be deducted from the fifteen (15) sick days entitlement.

01-MED-08-0697
Wayne County Commissions and OPBA
Dispatchers, Communications Officers
and Lead Communications Officers

Longevity

(New)

Section 1 Bargaining unit employees shall be entitled to longevity compensation based upon completed years of full-time service with the Sheriff's Office as follows:

<u>Length of Completed Full-Time Service</u>	<u>Annual Longevity</u>
After 12 years	\$150.00
After 14 years	\$250.00
After 16 years	\$350.00
After 18 years	\$450.00
After 20 years	\$550.00

The employee's annual longevity payment shall be divided by two thousand one hundred forty five (2,145) and added to the employee's hourly rate of pay. Longevity shall not be cumulative, i.e., upon the completion of the applicable number of years of service an employee shall be eligible for the annual longevity amount for that category only, as set forth above.

* * * * *

Article 27

Wages

Everyone is aware the favorable economic climate we have enjoyed for so many years has come to an end. During this time it was necessary for the County to grant larger than normal increases to certain ranks of the Police Officers, Dispatchers, Communications Officers and Lead Communications Officers in order to maintain those services after training. These pay adjustments were successful in stemming the flow of these classifications of employees to other employers.

Now there is an economic downturn with a decrease in State subsidies and loss of interest income (both due to utilization of a building reserve and drop in the interest rate). However, due to sales income from tourism the economic crunch has been less than experienced in other parts of Ohio.

This unit is the first unit up for a new round of bargaining under a tightening economy for the County's bargaining unit. The County has already limited non-union employees to a 2.5% increase in an effort to combat this economic shortfall. Consequently, the County hopes to continue the future bargaining pattern utilizing the results of this fact finding of fourteen (14) employees for a pattern. There is a salary deficiency that only affects this unit. Employees covered under this Agreement have not enjoyed all the years of increases as the other County units and are somewhat behind. They should not suffer as the result of being the first bargaining unit up for bargaining following this economic downturn. Without precedent or pattern for other units and based solely on the facts involving this unit, the following is found:

01-MED-08-0697
Wayne County Commissions and OPBA
Dispatchers, Communications Officers
and Lead Communications Officers

Section 27.1 Effective on the first day of the first full pay period in January of each year of this agreement, bargaining unit employees shall be paid in accordance with the following schedule:

<u>Classification</u>		<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
Dispatcher	2002	10.80	11.19	11.58	12.24
	2003	11.13	11.53	11.93	12.60
	2004	11.46	11.87	12.28	12.98
Communications Officer	2002	12.59	13.10	13.63	14.08
	2003	12.97	13.50	14.04	14.50
	2004	13.36	13.90	14.46	14.93
Lead Communications Officer	2002	14.46	14.85	15.49	15.67
	2003	14.90	15.30	15.95	16.13
	2004	15.34	15.75	16.43	16.61

Section 27.2 Eligible employees shall be moved from one (1) pay level to the next effective with the first day of the first full pay period following the employee's completion of twelve (12) months in the previous level. However, an exception to the above shall be that upon the completion of two (2) years experience as a dispatched and upon receiving an above satisfactory performance evaluation, an employee will move to Level 1 of the Communications Officer classification.

Section 27.3 Each bargaining unit member shall receive six (6) minutes of shift brief time per day for every day they work. Employees shall not be eligible for shift brief pay for days they do not work. Pay for such time shall be at the appropriate rate per the agreement. Shift brief time shall require each bargaining unit member who is coming on shift to begin work six (6) minutes before the start of their dispatching duty shift hours. This six (6) minute period is for the purpose of providing for smooth transition in dispatching responsibilities from one (1) shift to another and shall require the bargaining unit member whose shift is ending to render a status briefing to the oncoming shift employee.

* * * * *

All State Employment Relations Board charges are to be withdrawn and are considered resolved.

01-MED-08-0697
Wayne County Commissions and OPBA
Dispatchers, Communications Officers
and Lead Communications Officers

All Articles and issues not addressed in this fact-finding report are considered resolved and if not addressed in this report are denied. There shall be no other changes, additions or modifications to this initial labor agreement. This report is all-inclusive.



Thomas L. Hewitt, Fact-Finder

Issued on the 26th day of November, 2001

State of Ohio
State Employment Relations Board

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