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STATE EMPLOYMENT
RELATIONS BOARD

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STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF FACT-FINDING	)	
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CITY OF COLUMBIANA	)	
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	)	
and	)	Cases No. 01-MED-10-897
	)	01-MED-10-898
	)	01-MED-10-899
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION	)	

Richard P. Gortz, for the Employer
Jeff Perry, for the Union
Before Matthew M. Franckiewicz, Fact-finder

FACT-FINDER'S REPORT AND RECOMMENDATIONS

This proceeding involves bargaining for an initial collective bargaining agreement in each of three separate bargaining units (sergeants, patrol officers, and dispatchers). Pursuant to the provisions of section 4117 of the Ohio Revised Code, the undersigned fact-finder was appointed on December 4, 2001. By mutual agreement, the parties extended the due date for the fact-finding report.

Prior to my involvement, the parties had reached tentative agreements in some areas, but approximately two dozen issues remained unresolved. I met with representatives of the parties, sometimes jointly, sometimes separately, on February 12, March 11 and April 3, 2002 at Columbiana, Ohio. During the course of our sessions, the parties reached tentative agreement on all of the outstanding issues with the exception of those six areas for which recommendations are set forth below (Dues Deductions, Holidays, Insured Benefits, Shift Differential, Vacations and Wages). Both parties were afforded a complete opportunity to bring to the fact-finder's attention all the facts and arguments which they desired to present.

Background

Pursuant to the rules promulgated by the State Employment Relations Board, the fact-finder is to take into account the following factors:

1. Past collective bargaining agreements between the parties;

2. Comparison of the issues with those issues involving other public and private employees doing comparable work, with consideration of factors peculiar to the area and classification involved;
3. The public interest and welfare, the ability of the employer to finance and administer the items involved, and the effect of the adjustments on the normal standard of public service;
4. The lawful authority of the employer;
5. Any stipulations of the parties;
6. Such other factors which are normally or traditionally considered in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in public service or in private employment.

In the preparation of this report, I have been guided by the factors listed, although in this case there are no past collective bargaining agreements between the parties.

With the consent of the parties, I shall set forth only the terms I recommend for inclusion in the collective bargaining agreement, without supporting rationales. Except where specifically indicated otherwise, my recommendations are identical with respect to each of the three bargaining units. I also recommend that all the tentative agreements reached between the parties be incorporated in the collective bargaining agreement.

Recommendations

DUES DEDUCTIONS

Section 1. The Employer agrees to deduct OPBA membership dues, fees and assessments in accordance with this article for non-probationary members of the bargaining unit who are members of the Union.

Section 2. The employer agrees to deduct regular OPBA membership dues from each pay of any employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct OPBA dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3. Employees hired into a bargaining unit position on or after the signing date of this agreement shall be required, as a condition of employment, to have deducted from his/her pay, either voluntary union dues, or an involuntary "fair share fee", in an amount determined by the Union and transmitted in writing to the Employer. Such dues or "fair share fee" shall be effective the first pay period following the end of the employee's initial probationary period. Employees who are members of the Union as of the date of this agreement, and who resign Union membership, shall be required to pay a fair share fee.

Section 4. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of membership dues, fees or assessments. The OPBA hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the OPBA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the OPBA.

Section 5. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from the OPBA.

Section 6. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of OPBA dues.

Section 7. The parties agree that neither the employees nor the OPBA shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is agreed that an error was made, it will be corrected at the next pay period by deducting the proper amount.

Section 8. The Employer shall turn over dues and fees deducted in accordance with this article to the individual and address specified in writing by the OPBA to the Finance Director of the City. Dues and fees shall be paid within thirty (30) days of being deducted. The City shall enclose a list names and amount deducted from the paychecks of those members of the bargaining unit specified and authorized by the OPBA. A copy of the list shall be given to the local Representative designated by the OPBA.

Section 9. Deductions provided for in this article shall be made during each pay period. In the event a deduction is not made for any OPBA member during any particular month, the Employer, upon written verification of the union, will make appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues. The Employer will not deduct more than two (2) months' regular dues from the pay of any OPBA member.

HOLIDAYS

Section 1. Regular full-time employees receive the following eight (8) paid holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

Starting in Calendar Year 2003, Martin Luther King Day (third Monday in January) shall be a Holiday. Starting in Calendar Year 2004, Columbus Day shall be a Holiday.

Section 2. Holidays shall be observed on the actual calendar day the holiday falls, without regard to the day on which the legal holiday falls

Section 3. Each employee in the Bargaining Unit shall be credited on January 1 of each year with eight (8) hours for each holiday specified in Section 1, above, which holiday time must be used within the calendar year. Employees may not convert holiday time to cash, nor may holiday time be carried over from one year to the next.

Section 4. An employee who is required to work on a holiday specified herein shall receive one and one-half times his/her hourly rate for all hours worked on the holiday.

INSURED BENEFITS

Section 1. Premiums for medical insurance coverage for a spouse and/or family members of bargaining unit employees who elect coverage shall be paid by the Employer, subject to the provisions below.

Section 2. The current plan shall remain in effect through June 30, 2003, except that Prescription Drug deductible will change to $12 non-generic and $5 generic effective January 1, 2003.

Section 3. Effective July 1, 2003, the Employer agrees to pay up to one hundred ten percent (110 %) of the cost for providing health insurance and stop loss coverage for such health insurance based upon the previous plan year (May 1 - April 30), as established by the Actuaries for the fund. Should the cost increase more than one hundred ten percent (110%), the Employer shall pay the first ten percent (10%) of the increase, and fifty percent (50%) of any remaining increase. Employees enrolled in the plan shall pay the remaining fifty percent (50%) of the excess over one hundred ten percent (110%) through payroll deduction, in amounts for family and single coverage as determined by the Actuaries for the fund.

Section 4. The Employer and OPBA agree that an insurance committee is created consisting of the following: One (1) management representative of the City, One (1) representative for the three (3) OPBA bargaining units, one (1) member of any other City bargaining unit, and one (1) non-bargaining unit, non-management employee chosen by the Employer. The purpose of this committee is to investigate other plan designs and/or policies that may provide a savings in insurance costs. The committee shall make recommendations to the City concerning a plan designs and/or policy.

Section 5. The insured plan as described herein shall remain in effect for the duration of this agreement, unless the Committee established above recommends a change in plan design and/or policy in which event, the recommendation shall be transmitted to City Council for consideration for adoption.

Section 6. The City will provide term life insurance coverage to members of the Police Department in the amount of fifty thousand dollars ($50,000), and dispatchers in the amount of fifty thousand dollars ($50,000). The City shall pay the cost of such life insurance coverage.

SHIFT DIFFERENTIAL

Section 1. A shift differential of twenty-five cents ($.25) per hour will be added to the hourly rate of employees working afternoon shift, and thirty-five cents ($.35) per hour will be added to the hourly rate of employees working night shift.

VACATIONS

Section 1. Full-time employees regularly scheduled to work forty (40) hours each week will earn vacation benefits as follows:

Years of Service with the City	Vacation days
1 year	Forty (40) hours (Pro rata)
2 years	Eighty (80) hours
7 years	One hundred twenty (120) hours
13 years	One hundred sixty (160) hours
20 or more years	Two hundred (200) hours

Regular full-time employees must complete one (1) full year of continuous service since the last date of hire with the City before becoming eligible for vacation. An employee leaving employment prior to completing one (1) year as a full time employee will receive no vacation benefit.

On the first anniversary of employment, an employee is credited with pro rata vacation calculated from the one (1) year anniversary date until the next January 1. On January 1 of each succeeding year, an employee is credited with the vacation to which he/she is entitled on the next following anniversary date.

Section 2. Vacation schedules will be established, with due regard to seniority, and in such a manner that the efficiency of the department is not diminished and that overtime costs are minimized. Whenever two (2) or more members of a bargaining unit request the same dates ninety (90) or more days in advance, the employee with the greatest department seniority shall be given preference. Whenever two (2) or more members of a bargaining unit request the same dates less than ninety (90) days in advance, days shall be awarded on a "first-come, first-serve" basis.

Section 3. The vacation year is defined as January 1 through December 31. An employee must express a vacation preference to the Chief or his designee as soon as practicable after January 1 for vacations to be taken during that calendar year.

Section 4. Vacation leave must be taken by the employee during the year in which it is earned. Employees may carry over one (1) year of accrual to the next calendar year, except that an employee who will be eligible to retire within two (2) calendar years, and who has notified the City that he/she will retire, may carry a maximum of three (3) years accrual.

Section 5. "Service credit" for vacation purposes is defined as uninterrupted length of continuous service as a full-time employee from his/her latest date of hire with the City. In addition to full-time service, the Employer will credit up to one (1) year service for part-time service with the Department, calculated on a pro-rata basis. Time off on layoff or an approved leave of absence for up to six (6) months will count as service for vacation purposes when an employee returns to full-time status.

WAGES

Section 1.

Dispatchers

	2002	2003	2004
Dispatcher	$10.84	$11.34	$12.19
TAC Dispatcher	11.12	11.62	12.37
Head Dispatcher	12.43	12.93	13.68

Police

Patrolman			
1st year	$10.28	$10.64	$11.01
2nd year	13.22	13.68	14.16
3rd year	16.15	16.71	17.30
4th year	17.04	17.63	18.25
5th year	17.91	18.53	19.18
Sergeant			
	$19.56	$20.14	$20.85

Section 2 Longevity. In addition to the base wage eligible police officers will receive a longevity supplement of one percent (1%) of their base rate for each full year of service in excess of five years as a full time member of the Police Department. "Full-time member of the Police Department" shall mean credit for all full-time service and up to one year credit for any part-time service with the Department. Such longevity shall be added to the base rate of the eligible employee as of January 1 of each year and will be based upon whole years of service completed as of that date.

Issued April 19, 2002

Matthew M Franckiewicz

Certificate of Service

I certify that the above Report and Recommendations was served upon both of the above-named parties, and upon the State Employment Relations Board, in accord with SERB rules, on April 19, 2002.

Matthew M Franckiewicz