

STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO

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RELATIONS BOARD

2003 AUG -6 A 10: 34

In The Matter of Fact-Finding
Between

Fraternal Order of Police
Ohio Labor Council, Inc. 222

And

City of Independence

SERB Case Number 02-MED-09-0 -943

Dr. John Babel Jr. Fact-Finder

Appearances

For the Fraternal Order of Police, Ohio Labor Council, Inc.222

Mr. Charles Wilson
2721 Manchester Road
Akron, Ohio 44319

For The City of Independence

Jack L. Petronelli, Esq.
Johnson, Angelo & Colaluca
1700 North Point Tower
1001 Lakeside Avenue
Cleveland, Ohio 44114

INTRODUCTION

The fact-finder was contacted under the auspices of The Ohio State Employment Relations Board to assist in the negotiated procedures between The City of Independence and The Fraternal Order of Police, Ohio Labor Council, Inc. 222. A mediation session was held on July 23, 2003 and the following articles were settled:

Article XXIII - Maternity Leave – TA

Article XXVI - Disability Leave – TA

Article XXXVII -Uniform Allowance and Maintenance – Current Language

Article XLIV – Duration of Agreement – TA

Both parties agreed that the fact-finder needed to rule on three issues, Article 14, Article 31, and Article 33. Both parties agreed in an arbitration agreement dated 12/16/02 to waive the limitation of the fact-finder powers , agreed that increase in rates of compensation and other matters with cost implications awarded may be effective in 2003 calendar year.

The fact-finder was very impressed with the skill and ability of those in attendance at the hearing and compliments them on their professionalism, mastery of the mediation process and the high regard they have for The City of Independence.

In reporting the conclusion of this hearing the fact-finder has given full consideration to all reliable information relevant to the issues and to all criteria specified in 4117.14 (4) (e) and Rule 4117-9-05 (a) past collectively bargained agreement between the parties: (b)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 considerations to factors peculiar to the area and classification involved: (c) 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 adjustment on the normal standard of public service; (d) the lawful authority of the public employer: (e) stipulations of the parties; (f) 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.

Hearing

Present at the hearing in addition to the representatives and the fact-finder were:

For the FOP/OLC, Inc. 222 – Ms. Lucy A. DiNardo, President

For the City: - Mr. Mike Duncan, Police Chief
Ms. Charlene Armenti, Human Resources

The Issues in dispute are:

Article XIV – Grievance Procedure
Article XXXI – Hospitalization Insurance
Article XXXIII – Compensation Schedule

Fact-Finders Recommendations:

Article XIV Grievance Procedure

Recommendation:

Article 14.02 Step 3; change 1st paragraph to read:

In the event a grievance is unresolved after Step 2, then within ten (10) days after the rendering of decision at Step 2, the grievant may submit the grievance to arbitration. Within this ten(10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly select an arbitrator from the permanent panel of arbitrators contained in Section 14.07 and will choose one by the alternative strike method.

Add:

14.07 There is hereby created a permanent panel of arbitrators to be used in the resolution of grievances pursuant to this Article. Such arbitrators are: 1) James Mancini; 2) Robert G. Stein; 3) David Pincus; 4) Anna DuVal Smith; and 5) Harry Graham.

All other aspects of Article XIV, current language.

Article XXXI – Hospitalization Insurance.

Recommendation: Current Language

Article XXXIII – Compensation Schedule

Recommendation:

33.01 Compensation schedule shall be as follows:

	<u>Effective</u>	<u>Effective</u>
<u>Office Clerk/Dispatcher</u>	01/01/03	01/01/04
Start	11.25/hr.	11.59/hr.
After 12 months	12.96	13.35
After 24 months	14.20	14.63

	<u>Effective</u> 01/01/03	<u>Effective</u> 01/01/04
After 36 months	15.45/hr.	15.91/hr.
After 48 months	16.94	17.45
Head/Office Clerk/Dispatcher	18.50/hr.	19.06/hr.

Note: Depending on prior experience and qualifications as determined by management, an employee may be hired at any of the above steps. Future annual progression steps will be based on the initial hiring step.

33.02 Emergency Medical Dispatch (“EMD”) -- In the event the City, after approval of City Council, implements an EMD program, each bargaining unit member who is certified to perform E.M.D.A. shall receive an extra stipend upon completion of certification in the amount of one dollar and ten cents (\$1.10) per hour effective January 1, 2003 and one dollar and seventy cents (\$1.70) per hour effective January 1, 2004.

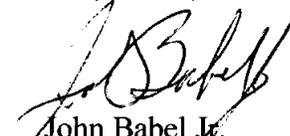
33.03 Any employee who is assigned to train newly hired dispatchers shall receive an additional twenty (\$20,00) dollars per day for each day of performing such training. (Current Language)

ARTICLE XLIV DURATION OF AGREEMENT

44.01 This agreement shall remain in full force and effect until December 31, 2004.

44.02 Negotiations on the provisions of this Agreement shall begin no later than sixty (60) days prior to December 31, 2004.

Respectfully submitted,



John Babel Jr.
Fact-Finder

Attachment- Articles TA during mediation session.

ARTICLE XXIII FMLA

23.01 A. Employees who qualify for FMLA leave must utilize all available paid leave except eighty [80] hours of the employee's choice of all available paid leave (accumulated sick leave, vacation, and/or holiday) before any unpaid time will be allocated toward the twelve (12) week annual total paid and unpaid leave allowed.

B. For purposes of calculation, the Employer will utilize the "rolling" year, measured backwards from when FMLA leave is first utilized.

ARTICLE XXVI DISABILITY LEAVE

26.01 An employee who is disabled as a result of the performance of her duties within the scope of her employment as a full-time employee of the City, if such disability prevents her from performing her duties, shall be paid her regular compensation during the continuance of such service related disability, but for a period not to exceed ninety (90) calendar days from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service related disability within the meaning of this paragraph is incurred, the first forty (40) hours of said service related disability shall be charged to said employee's accumulated sick leave credit, or if less than forty (40) hours accumulated sick leave is available, the existing sick leave credit then available shall be charged, and any remaining service related disability leave shall be charged to disability leave. In no event will an employee receive more than her regular compensation while on disability leave.

26.02 Current language of 26.03

26 .03 Current language of 26.04

ARTICLE XXXVIII UNIFORM ALLOWANCE AND MAINTENANCE

Current language

ARTICLE XLIV DURATION OF AGREEMENT

44.01 This Agreement shall remain in full force and effect until December 31,2004

44.02 Negotiations on the provisions of this Agreement shall begin no later than sixty (60) days prior to December 31,2004.

John Babel, Jr.
55 Henry Rd.
Cleveland, OH 44126-1639

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