

**IN THE MATTER  
OF**

STATE EMPLOYMENT  
RELATIONS BOARD

**FACT FINDING**

2002 DEC 18 A 10: 22

**DETERMINATION & AWARD**

<b>BETWEEN</b> <b>The</b>  <b>Fraternal Order of Police,</b> <b>Lodge No. 129</b>  <b>And the</b>  <b>City of Sylvania, Ohio</b>	<b>CASE NO. : 02-MED-11-1186</b> <b>02-MED-11-1197</b>  <b>FACT FINDER: JOHN S. WEISHEIT</b>  <b>DATE OF HEARING: Dec. 11, 2002</b>  <b>DATE OF REPORT: Dec. 17, 2002</b>
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**REPRESENTATION  
by**

<b><u>Employer Representatives</u></b>  Michael Angelo, Esq. <b>JOHNSON &amp; ANGELO</b>	<b><u>Union Representatives</u></b>  Joseph Allotta, Esq. <b>ALLOTTA &amp; FARLEY CO., LPA</b>
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**AUTHORITY**

This matter was brought before Arbitrator 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 mutually waived pre-hearing document and statement filings, as well as a formal Fact Finding Hearing. The matter before the Fact Finder for consideration and directive based on merit and facts according to the provisions of ORC 4117, in particular those that apply to safety forces and mutual directives of the parties.

## BACKGROUND

The City of Sylvania, Ohio, hereinafter called the "City" and/or the "Employer", recognize the Fraternal Order of Police Local No. 129, hereinafter referred to as the "Union" and/or the "FOP", for the purpose of collective bargaining with certain City employees in the Police Department namely, Patrol Officers and Telecommunicators. These two bargaining units share a single Agreement resulting from multi-unit bargaining. The parties engaged in multi-unit bargaining for a successor Agreement to the one expiring December 31, 2002.

When all issues were not resolved, they requested the services of the above named neutral to serve as Fact Finder to assist in resolving those issues at impasse. At the parties' request, said neutral assisted in mediation efforts to help resolve unresolved issues for each of the respective units. A mediation session was conducted at the City of Sylvania Administrative Building on December 11, 2002. The Fact Finder was informed at the start of the proceedings that the Telecommunicators bargaining unit had reached tentative agreement with the City. Only unresolved issues between the City and the Patrol Officers' bargaining unit were discussed.

While a many issues had been tentatively agreed to prior to mediation, a number of additional issues were resolved in the course of the mediation proceedings, and three (3) issues remained at impasse when a state of impasse occurred in the bargaining process. The parties offered, and the Fact Finder agreed, to use information ascertained in the course of the mediation proceedings in rendering the Determination and Award on or before December 18, 2002. The

parties mutually agreed to waive their right to a formal Fact Finding Hearing. Having acknowledged that they had sufficient opportunity to present such facts and documentation to support their respective sessions and stating that they had nothing additional to submit in behalf of their bargaining positions, the session was then adjourned.

The determination in this Award incorporates issue by issue, in a manner considered most appropriate and in compliance with ORC 4117.14(C)(4)(e), and related rules and regulations of the State Employment Relations Board were taken into consideration in making this Award including:

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.

## ISSUES OF TENTATIVE AGREEMENT

### PRIOR TO MEDIATION

The following issues were resolved in tentative agreement prior to mediation:

Article 1	Recognition	Article 22	Education and Training
Article 2	Preamble	Article 23	Trading Days Off
Article 3	Non-Discrimination	Article 24	Call Back Pay
Article 7	Grievance Procedure	Article 25	Miscellaneous
Article 8	Arbitration	Article 26	Bonus Days
Article 10	Temporary Assignment Time	Article 27	Temporary, Part-time, & Casual Employees
Article 12	Outside Employment	Article 28	Hours of Work
Article 13	Leave of Absence	Article 29	Compensatory Tim
Article 14	Sick Days	Article 31	Holidays
Article 15	Bulletin Boards	Article 33	Bereavement Pay
Article 16	Safety	Article 34	Jury Duty Pay
Article 17	Shifts	Article 36	Legal Limitations and Waivers
Article 18	Management Rights	Article 37	Duration
Article 19	No Strike	Article 38	Toledo Income Tax Withholding
Article 21	Credit Union	Article 39	Internal Revenue Service Section 125 Plan

**ISSUES OF TENTATIVE AGREEMENT  
RESULTING DURING MEDIATION**

The following issues were tentatively agreed to during mediation:

- Article 4 Lodge Representation
- Article 5 Rights of Employees
- Article 6 Employee Records and  
Discipline Procedures
- Article 9 Seniority
- Article 20 Allowances
- Article 30 Vacations

**ISSUES AT IMPASSE**

The following issues are at impasse following mediation:

- Article 11 Wages
- Article 29 Compensatory Time
- Article 32 Insurance

## **DISCUSSION & DETERMINATION**

### **General**

The issues before the Fact Finder for Determination and Award apply solely to the Patrol Officers' bargaining unit. As previously noted, the Telecommunicators' bargaining unit reached tentative agreement and did not introduce any matters alleged to be unresolved.

The parties have authorized the Fact Finder to issue this Determination and Award without including, or by limiting, commentary related to the rationale related to the recommendations. While the issues at impasse are considered in collective manner, the recommendations are addressed separately, pursuant to ORC 4117 and SERB policies and procedures. Generally accepted standards applied in matters of interest arbitration were used in making the findings and recommendations in this instant case. Due consideration is given in particular to the concessions, counter offers, revision of positions, and withdrawals offered by the respective parties in the course of the mediation process. To define a final position on each issue at impasse after mediation would not only be difficult, such could be misleading as the parties made total and significant modifications in the course of the mediation process.

The following recommendations are limited to specific term(s) addressed. All other provisions of the respective Article are tentatively agreed to or have been otherwise resolved.

**ISSUE BY ISSUE DETERMINATION**

<p><b>Article 11</b> <b>Wages</b></p>	<p>All terms in this Article shall be included in the Agreement as stated in the expiring agreement except as otherwise mutually agreed to by the parties:</p> <p><b>Effective January 1, 2003, the current wage schedule is be increased by 3.5%. Effective January 1, 2004, the then wage schedule is to be increased by 3.5%. Effective January 1, 2005, the then wage schedule is to be increased by 3.5%.</b></p>
<p><b>Article 29</b> <b>Compensatory Time</b></p>	<p>All terms in this Article shall be included in the Agreement as stated in the expiring agreement except as otherwise mutually agreed to by the parties:</p> <p><b>Section 4. ***** No employee shall be permitted to use more than sixteen hours (16) of compensatory time off in any pay period and shall not exceed one hundred (100) hours annually.</b></p> <p><b>*****</b></p>

<p><b>Article 32</b></p> <p><b>Insurance</b></p>	<p>All terms in this Article shall be included in the Agreement as stated in the expiring agreement except as otherwise mutually agreed to by the parties:</p> <p><b>The City will continue to provide the current insurance program of hospitalization: major/surgical, major medical, prescription drug, and vision care to Patrol Officers covered by this Agreement. The expense to maintain the current level of benefits for the duration of this Agreement shall be paid as follows: Effective January 1, 2003, through December 31, 2004, the City will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the premium costs. Effective January 1, 2005, the premium costs rates will be shared at the rate of ninety percent (90% by the City and ten percent (10%) paid by the employee.</b></p>
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## TOTALITY OF AGREEMENT

This will affirm this Award, consisting of **9 pages**, inclusive of this page, contain the findings, determination, and Award of the Fact Finder. All terms in the agreement between the parties, effective [], shall be included in this Agreement as stated unless specifically deleted or modified. All changes, additions and/or modifications by tentative agreement of the parties shall be included in the Agreement. Determinations of the Conciliator set forth in this Award shall be included in this Agreement. The Agreement shall be in effect as of January 1, 2003, through December 31, 2005.

To the best of my knowledge, this Report complies with applicable provisions of ORC 4117 and related Rules and Regulations adopted by the State Employment Relations Board and expressed authority of the parties.

I hereby affix my signature at City of Galion, in the County of Crawford, in the State of Ohio this day of December 17 2002.



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**John S. Weisheit, Fact Finder**

# CERTIFICATE OF SERVICE

*This will affirm that the Award in the Matter of Fact Finding*

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<b>BETWEEN</b>	
<b>The</b>	
<b>Fraternal Order of Police</b>	
<b>v</b>	
<b>The</b>	
<b>City of Sylvania, Ohio</b>	
	<b>CASE NO: SERB 02-MED-11-1186 02-MED-11-1197</b>

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*was served to the below named parties at the stated addresses*

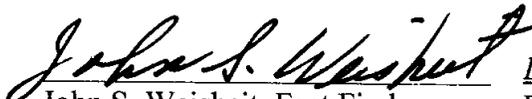
Joseph Allotta  
**Allotta & Farley**  
222 Centennial Rd.  
Toledo, OH 43617-1870

Michael Angelo, Esq.  
**Johnson & Angelo**  
1700 N. Point Tower  
1001 Lakeside Ave.  
Cleveland, OH 44114

*by Overnight Priority U.S. Postal Service mailed, on December 17, 2002*

*Copy of this Award was submitted U. S. Postal Service by First Class Mail to Dale Zimmer, Director, Bureau of Mediation, SERB, 65 E. State St., Columbus, OH 43215-4213, on December 17, 2002*

*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      December 17, 2002  
Date

**JOHN S. WEISHEIT**

Arbitrator

440 Portland Way S.  
Galion, OH 44833  
419-462-5228  
Fax: 419-462-1230

STATE EMPLOYMENT  
RELATIONS BOARD

2002 DEC 18 A 10: 22

December 16, 2002

Mr. Joseph J. Allota, Esq.  
**ALLOTTA & FARLEY CO., L.P.A.**  
2222 Centennial Rd.  
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1700Northpoint Tower  
1001 Lakeside Ave.  
Cleveland, OH 44114

Case No. SERB 02-MED-11-1186  
02-MED-11-1197  
Parties FOP, Lodge # 129  
v  
Issue: City of Sylvania  
Site: Fact Finding  
OH

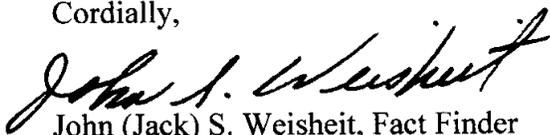
Messrs. Angelo & Allota:

Enclosed find a copy of the Fact Finding Opinion and Award in the above cited case.

You will also find a copy of the Invoice for professional services and expenses. Upon your review and approval, it will be appreciated if you will forward to the appropriate party for timely payment.

I appreciated the opportunity to work with in this matter.

Cordially,



John (Jack) S. Weisheit, Fact Finder

JSW: jw

cc: Dale A. Zimmer