



## BACKGROUND

The Fact-Finding involves the City of Canal Fulton, (hereafter referred to as the "Employer") and the Fraternal Order of Police/Ohio Labor Council, (hereafter referred to as the "Union"). The Union's bargaining unit is comprised of seven (7) full-time patrol officers. This Bargaining Unit is in accordance with SERB rules. The State Employment Relations Board duly appointed Marc A. Winters as Fact-Finder in this matter.

The parties began negotiating their second collective bargaining agreement in October, 2004. The parties met on about three (3) occasions and were unable to reach an Agreement. Impasse was declared and the parties proceeded to Fact-Finding.

The Fact-Finding Hearing was conducted on Thursday, January 27, 2005, in the City's Offices, Canal Fulton, Ohio. The Fact-Finding Hearing began around 10:00 A. M. and was adjourned at approximately 1:00 P. M. At the beginning of the Fact-Finding Hearing mediation was offered and an attempt was made to mediate the remaining issues.

Although the mediation, at face value, was unsuccessful, it gave the Fact-Finder a thorough understanding of each parties respective position on the issues at hand. Because of the understandings as a result of the mediation, the parties, were able to be brief and were able to get straight to the point on the issues.

The Fact-Finder would like to convey his appreciation not only for the courtesy and cooperation given to the Fact-Finder by both parties, but to each other as well.

The Hearing was conducted in accordance with the Ohio Public Employee Bargaining Statue set forth in rule 4117. Rule 4117-9-05 sets forth the criteria the Fact-Finder is to consider in making recommendations. The criteria are:

1. Past collectively bargained agreements, if any.
2. Comparisons 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, given 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 issue proposed and the effect of the adjustments on the normal standards 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 determining of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or private employment.

The following issues were considered at the Fact-Finding Hearing on January 27, 2005:

1. Article 3 - Union Recognition.
2. Article 12 - Grievance And Arbitration Procedure.
3. Article 15 - Hours of Work And Overtime.
4. Article 19 - Health And Life Insurance Coverage.
5. Article 26 - Bereavement Leave.
6. Article 28 - Sick Leave.
7. Article 32 - Vacation.
8. Article 34 - Compensation.
9. Article 36 - Uniform Allowance.
10. Article 38 - Duration.

The testimony given and the evidence presented, taking into consideration the Ohio Rule 4117 criteria, will be the basis of the following recommendations

ISSUE NO. 1            ARTICLE 3, UNION RECOGNITION

Employer's Position:

The Employer is seeking to make two changes with respect to Section 3.5. First, the Employer would like to change the first paragraph of 3.5 to read:

The regular schedules of Bargaining Unit Employees shall not be reduced during the term of this Agreement. This Section 3.5 shall not preclude the Employer's utilization of fully qualified part-time Police Officers to supplement Bargaining Unit members and/or cover temporary vacancies.

Second, the Employer would like to make the second paragraph of 3.5 a new section.

The Employer's justification for the above two changes is that they simply seek to clarify their option to utilize part-time patrol officers, not to erode the bargaining unit by helping to control future overtime costs.

Union's Position:

The Union objects to the above two changes stating that their has been no problem in the past with the current language and that their full-time members should be offered all extra

assignments first before any part-time.

Discussion and Recommendation:

From the testimony given it is clear that the Employer is worried about a problem with overtime that currently does not exist. If they were able to show now how the problem exists and this is how they are being harmed, this Fact-Finder might agree with their position.

Currently the Employer already has the right to hire part-time officers. Under their Collective Bargaining Agreement, the Employer may utilize part-time patrol officers after work performed by bargaining unit officers and special duty and assignments are first offered to this Bargaining Unit.

The need to change this language, at this time, has not been justified. Similar language is found in most City Police Contracts.

This Fact-Finder's recommendation is therefore status quo.

ISSUE NO. 2            ARTICLE 12, GRIEVANCE AND ARBITRATION PROCEDURE

Employer's Position:

The Employer seeks to make three changes to the language of the current arbitration procedure. First, in Section 12.7, the Employer would like to restrict the list of arbitrators to be from Northeast Ohio. Second, in Section 12.8, the Employer is requesting that whichever party rejects an entire list of arbitrators, that party will bear the cost of an additional panel. Third, in Section 12.10, the Employer is requesting that the cost and fees of the arbitrator be borne by the party losing the arbitration.

The Employer makes these requests as items they would like to see in the current language.

Union's Position:

The Union objects to the first change as seriously limiting the pool of arbitrators that would be available. The Union also objects to the remaining two requests arguing that in the first three years of three (3) years of their collective bargaining experience they had only four grievances, all which were settled. They have never had a grievance arbitration.

Discussion and Recommendation:

After reviewing all the testimony and evidence presented and based on the fact that the two parties have never been to an arbitration and settled the only four grievances they had in

three (3) years; The need to change this language, at this time, has not been justified. Similar language is also found in most City Police Contracts.

Therefore this Fact-finder's recommendation is status quo.

### ISSUE NO. 3            HOURS OF WORK AND OVERTIME

#### Union's Position:

The Union is proposing a language change from the current contract with regard to hours of work, overtime and court appearance time in order to establish the standard and traditional seven day work week and twenty-four hour day. Additionally, this language desires to generate a five day, eight hours per day work week with two consecutive days off.

The language changes also requires the Employer to pay overtime for hours worked in excess of an eight (8) hour day or forty (40) hour work week. The change also calls for a three hour overtime minimum for court appearances on an officer's time off.

The Union argues that this language is typical in most police officer contracts and is the norm for Cities to grant.

#### Employer's Position:

The City is utilizing the Ohio Administrative Code language of 141.08 sub paragraph F, which is the 28 day, 171 hour work cycle used and adopted before they became a City as defined under Ohio law.

The Employer argues that the work cycle has served them well and they are not interested in changing because of the potential of having increased overtime under the Union's proposal.

#### Discussion and Recommendation:

The Union is correct. Their proposal represents the modern standards for hours worked and overtime in most public and private sector contracts, including City contracts in Ohio for police units.

The Employer's concern for increased overtime is a valid concern. However, as with any problem that yet exist, it may or may not become a reality. How the City controls it's manpower and the number of full and part-time officers employed, have a lot to do with overtime problems.

To balance the prior work cycle with the employee's desire to work a standard schedule enjoyed by most in both the private and public sector, tips in favor of the employees.

The Union attempted to negotiate and later convince a Conciliator of this need the last go around, however, being their first contract, they failed. The City in the first contract argued their inability to finance and administer the Union's proposal.

The Conciliator agreed with the City especially in light of the overhaul in wages that was taking place. However, the Conciliator stated "The Union provided a persuasive case (based on comparables) for an eventual change in this area.

It is this Fact-Finder's recommendation that it is time to sustain the Union's position and accept the Union's proposal.

Suggested Language: The Union's proposal.

#### ISSUE NO. 4            HEALTH INSURANCE AND LIFE INSURANCE COVERAGE

##### Employer's Position:

The Employer seeks several changes to the current Health Care coverage. First, the Employer is asking the employees who elect coverage to pay 18% of the total premium and all plan deductibles. Second, the Employer is changing carriers along with the schedule of benefits that the employees previously had. The Employer has selected the "Hometown POS 10/100/10 Plan effective January 1, 2005. Third, the Employer is seeking to add a cost savings measure entitled Spousal Coverage where the primary coverage of an employee's spouse must be carried with the Primary Employer of each spouse.

##### Union's Position:

The Union's position was originally to have the Employer pay for the entire premium cost. However, during the Fact-Finding Hearing, they modified their position to having their members pay 15% of the premium cost.

In addition, the Union is requesting an increase in the term life insurance amount from \$15,000.00 to \$25,000.00.

The Union is also rejecting the Employer's proposal for Spousal Coverage.

##### Discussion and Recommendation:

The Employer's insurance carrier was going out of business. They had to select a new carrier. The Employer representative Nick Codrea explored different carriers and finally reviewed several options from Hometown Insurance Plan. The Employer representative came up with a new schedule of benefits that is similar or exceeds the previous schedule.

The Employer uses a 2003 Employer Health Benefit survey by the Kaiser Family to suggest that for comparison purposes that an employee paying 18% of the premium cost is the norm in the private sector and should be considered by this Fact-Finder.

The cost breakdown for the Hometown plan effective January 1, 2005, is for the family plan, 1027.77 per month; single plan is 343.74 per month; employee and child is 650.21; and employee and spouse is 713.13 per month. These premium costs, however, are less than what the old Enterprise plan actually was.

The evidence presented shows how bitter the real world is to small groups of employees who participate in group health plans. The Employer has to control skyrocketing health care cost or risk not making budget or in some drastic cases actually going out of business. The employees, on the other hand, always have an interest in improving or at least maintaining their current plan by trying to minimize their burden with respect to monthly premiums.

Fact-Finder's normally do not get overwhelmed by the voluminous budgetary data and evidence presented. Although, this Fact-Finder spent the best part of a day deciphering the information. The Advocates ability to pay arguments and internal and external comparables normally have the greater impact on a Fact-Finder's decision.

In looking at the City's budget and taking into consideration the amount of carryover they have while analyzing the past transfers to the police that were really insignificant compared to the overall budget and revenues they collect, one may asses that the City is holding its' own. With that said it would be preposterous to suggest that the bargaining unit not help defray the cost of the health insurance premiums. However, looking at public sector comparable in Cities in Ohio with Police Units, 18% is very high and would be a burden on the employees without another sizeable wage increase.

After analyzing the City's budgetary information and considering the testimony and evidence presented, this Fact-Finder recommends that the City's new health care plan, the Hometown POS be adopted. The employees, however, will continue to pay 15% of the premium cost for the life of this new Collective Bargaining Agreement. Plan deductibles will also be the responsibility of the employees.

The Spousal Coverage, although a good idea for a cost savings measure, as written has some flaws. There would situations where both the employee and their spouse would have to elect and pay for family coverage at both Employers. That is not the intent of Spousal Coverage. It is a good idea that needs some more work and refinement. At any rate it is this Fact-Finder's recommendation that Spousal Coverage not be included at this time.

As to the Union's request to increase the amount of term life insurance, with the cost of the above-discussed health plan and taking into consideration other monetary gains in this recommendation, this Fact-Finders recommends status quo for this Collective Bargaining

Agreement.

ISSUE NO. 5            ARTICLE 26, BEREAVEMENT LEAVE

Employer's Position:

The Employer proposes to expand the three day Bereavement Leave by including parents and step-parents.

Union's Position:

The Union agrees.

Recommendation:

Since both parties are in agreement the Employer's proposal and language is hereby recommended.

ISSUE NO. 6            ARTICLE 28, SICK LEAVE

Union's Position:

The Union proposes to increase the amount of accumulated but unused sick leave that can be paid out upon retirement from the current 25% of 320 hours to an increased amount of 100% of 1800 hours.

The Union also would change from the Public Employees Retirement System to the Police and Fire Retirement System.

The Union argues that based on comparables with other City police contracts the officers of Canal Fulton are substandard and an adjustment should be made.

Employer's Position:

The Employer opposes this proposal stating that sick leave should be for when you are sick. They further contend that it is a monetary item they are not willing to fund.

Discussion and Recommendations:

Based on the testimony given and the exhibits presented and using the criteria required by the State Statute, external comparables in particular, it is this Fact-Finder's recommendation that the Patrol Officers of Canal Fulton are substandard when it comes to sick leave conversion. In light of other compensation to be given in this report, a slight adjustment should be made for this

contract term.

It is therefore my recommendation that the sick leave conversion rate, under Section 28.10, be increased to one-half ( ½) of a maximum of 480 hours.

ISSUE NO. 7.                      ARTICLE 32, VACATION

Union's Position:

The Union proposes adding to the vacation that employees with fifteen (15) or more years of service would receive paid vacation days of 25 days.

The Union argues that certain members are reaching that level and should be afforded the extra time off.

Employer's Position:

The Employer opposes the proposal citing that the employees have a hard time taking off what they have. It would also be a burden to the Employer if the positions would have to be filled with overtime.

Discussion and Recommendation:

After reviewing the testimony given and the evidence presented and considering the impact of other financial considerations given in this report, it is this Fact-Finder's recommendation that although some other City police contracts may have this benefit, this bargaining unit is only going into their second contract, therefore they should try for this again. However, for this contract it will be status quo.

ISSUE NO. 8                      ARTICLE 34, COMPENSATION

Union's Position:

The Union is requesting a three year compensation package, 6% wage increase for 2005; 5% wage increase for 2006; and a 5% wage increase for 2007.

In addition, the Union is requesting that the Employer pay the employee portion of the pension and retirement system payments for the life of this Agreement.

The Union wants to remain comparable to other City police bargaining agreements. Citing that before the first Collective Bargaining Agreement there were grave injustices with how low the wages were. This bargaining unit just wants to stay competitive with all other City police bargaining units.

Employer's Position:

The Employer is offering wage increases for a three year agreement 1% for 2005; 2% for 2006; and 2% for 2007.

The Employer believes that with their financial condition and the other financial considerations given for this contract, including the cost of the health insurance package, that their proposal would keep the bargaining unit competitive with like jurisdictions. Likewise these raises would also help keep the City's budget in line.

Discussion and Recommendation:

It won't be necessary to reiterate the finance or budget discussion held under Issue 3, Health Insurance. However, that previous discussion and the information that was presented on that subject and this compensation issue will all be taken into consideration for this recommendation.

This bargaining unit was given a huge overhaul, in terms of wage increases, to bring them in line with like jurisdiction by the Conciliator in the last agreement. The Patrol Officers wages are comparable to other City Patrol Officers. And there is no reason or justification why they can not remain at those levels.

After reviewing and analyzing all the financial data provided by the Employer; and after taking into consideration other financial considerations being recommended in this report, including the health care package; and after considering other external comparables; it is this Fact-Finder's recommendation that this bargaining unit's wages should be increased as follows:

Effective January 1, 2005, a 3.75% wage increase.

Effective January 1, 2006, a 3.75% wage increase.

Effective January 1, 2007, a 3.75% wage increase.

ISSUE NO. 9                      ARTICLE 36 UNIFORM MAINTENANCE ALLOWANCE

Union's Position:

The Union proposes a \$100.00 per year increase in the uniform maintenance allowance for each year of this Agreement.

Citing the rising cost of uniforms and the cost to maintain uniforms the Union argues that \$100.00 per year increase is normal among police bargaining units.

Employer's Position:

The Employer rejects the Union's position and proposes a system of documentation for each expenditure so to prove to the Employer the need for any future increases.

Discussion and Recommendation:

Increasing the uniform allowance is normally done on a yearly basis in most police and fire contracts due to the increasing cost of uniforms and the maintenance of uniforms every year.

However, a \$50.00 annual increase is much more common in police bargaining units in Ohio. The Union's proposal is reasonable and can be supported by comparables in City police contracts.

The documentation process, objected to by the Union, is not common in police or fire contracts in Ohio. Unless abuses can be shown or prices are going down there appears not to be a good reason or a necessity to start such a procedure here at this time.

It is therefore this Fact-Finder's recommendation that the uniform maintenance allowance be increased in 2005 by \$50.00; in 2006 by \$50.00 and in 2007 by \$50.00 all in accordance with the language contained in Article 36.

ISSUE NO. 10      ARTICLE 38, DURATION

Union's Position:

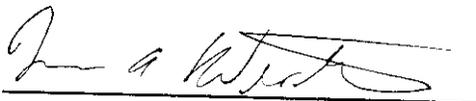
The Union desires a three year Agreement beginning January 1, 2005, and remaining in full force until December 31, 2007.

Employer's Position:

The Employer is in agreement with the Union's position.

Recommendation:

This Agreement is in effect Beginning January 1, 2005, and will remain in full force until December 31, 2007.



Marc A. Winters