

**FACT-FINDING REPORT  
STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD  
December 15, 2004**

STATE EMPLOYMENT  
RELATIONS BOARD

2004 DEC 17 A 11:35

**In the Matter of** )  
)  
)  
)  
)  
**The Perry Township Board of Trustees** )  
)  
)  
**And** )  
)  
**The Fraternal Order of Police** )  
**Ohio Labor Council** )  
**(Full-Time Dispatchers)** )

04-MED-09-0923

**APPEARANCES**

**For the Perry Township Board of Trustees**

**Charles D. Hall III, Law Director  
Elaine Campbell, Administrator  
Mark A. Machan, Police Chief  
Joe Schlegel, Clerk-Treasurer**

**For the Fraternal Odrer of Police/Ohio Labor Council**

**Chuck Choate, Senior Staff Representative  
Wes Elson, Staff Representative  
Melissa Elliot, Local Union President**

**Fact-Finder, Marc A. Winters**

## BACKGROUND

The Fact-Finding involves the Perry Township Board of Trustees, (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 approximately four (4) full-time Dispatchers in accordance with SERB rules. The State Employment Relations Board duly appointed Marc A. Winters as Fact-Finder in this matter.

The Fact-Finding Hearing was conducted on Monday, December 13, 2004, in the Perry Township Police Department. The Fact-Finding Hearing began around 1:30 P. M. and was adjourned at approximately 3:00 P. M.

Due to scheduling conflicts of the parties and the Fact-Finder, lack of an authorized extension by the parties and the rules which fall within the Ohio Public Employee Bargaining Statute, time was of the essence since the Fact-finder's Report had to be submitted two days later on December 15, 2004.

With the above time restraints being the case the parties, at the beginning of the Fact-Finding Hearing, stipulated that their pre-hearing submission statements were each party's respective position and other than opening and closing statements with three witnesses for clarification purposes, the submission statements would speak for themselves.

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 Fact-Finder also appreciates the brevity given at the Hearing to each parties position.

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 agree-upon dispute settlement procedures in the public service or private employment.

The following issues were considered at the Fact-Finding Hearing on December 13, 2004.

1. Article 22, Holidays
2. Article 24, Sick Leave
3. Article 30.2, Compensation (Wages)
4. Article 30.3, Compensation (Continuing Education)
5. Article 31, Insurance
6. Article 32, Uniform Allowance
7. Article 33, Training and Scheduling
8. Article 37, Duration

Once again, due to the essence of time, this report will be written a little different than usual. Based on the discussion that took place at the Fact-Finding Hearing, the evidence submitted and the testimony presented, two issues presented themselves as most important to resolve between the parties. The remaining issues, which will be disposed of first have little affect on or lack of merit concerning these negotiations

**ISSUE # 1: ARTICLE 22 - HOLIDAYS**

**ISSUE # 6: ARTICLE 32 - UNIFORM ALLOWANCE**

Changes in both Article 22 and Article 32 were requested by the Union and opposed by the Employer. Article 22 requested two additional personal days while Article 32 requested and increase in the uniform allowance by \$200 per year with an increase in the carry over amount by \$25.00 and the replacement cost by \$50.00.

It is the Fact-Finder's recommendation that based on the evidence presented and testimony given that the Perry Township Dispatchers are not substandard in the areas of Holidays and Uniform Allowance and therefore the status quo is recommended.

**ISSUE # 2 ARTICLE 24 - SICK LEAVE**

**ISSUE # 4 ARTICLE 30.3 - COMPENSATION (CONTINUING EDUCATION)**

**ISSUE # 7 ARTICLE 33 - TRAINING AND SCHOOLING**

Changes in Article 24, Article 30 and Article 33 were requested by the Employer and rejected by the Union. All three articles essentially add restrictions to each section not previously held with this Collective Bargaining Unit or any other Collective Bargaining

Unit within the Police Department.

After reviewing the evidence presented and the testimony given, it is this Fact-Finder's recommendation that the restrictions requested in the above issues are not warranted for this round of bargaining and that the status quo is to be recommended.

**ISSUE # 3     ARTICLE 30.2 - COMPENSATION (WAGES)**

**ISSUE # 8     ARTICLE 37 - DURATION**

**UNION POSITION:**

The Union is requesting a 6% wage increase in 2005, a 6% wage increase in 2006 and a 5% wage increase for 2007. The Union is also requesting a three year Agreement.

**EMPLOYER POSITION:**

The Employer is offering a 2.5% increase for 2005, a 2.5% increase for 2006 and a 2.5% increase for 2007. The Employer is also requesting a three year Agreement.

**DISCUSSION:**

The employer argues that they are under budgetary restraints and that any higher wage increase could cost the Police Department losses in jobs for 2006.

The actual projected budget was just completed over the Thanksgiving weekend, therefore the parties were negotiating a little blind without real numbers to work with. Neither the Employer Representatives nor the Union Representatives were aware of the financial problems facing the Police Department.

The other Police collective bargaining units were also given a 2.5% increase for each year of their contracts to stay in confines with the budgetary restrictions.

The Union cites that their Dispatchers are slightly behind other contiguous areas used as comparables for their bargaining with the Township and therefore should be given a little higher raise.

The Union also argues the timing of the budgetary information as being new information not given during the previous negotiation sessions and only brought up at Fact-Finding.

The Union further argues that there is an additional carry over of about \$70,000.00 due to

the township not having to fund one of their sergeant's salaries

Even though the Employer may only want to fund 2-1/2%, they can afford to do more.

**FINDING OF FACT:**

It was unfortunate that both sides did not have the proper budgetary information to work with from the beginning, otherwise they may have worked this issue out themselves.

It is clear though, from the budgetary information provided by the Township that they are in a crunch period. The Police Department's budget does not have enough money to even purchase new equipment when older equipment may wear out.

The \$70,000.00 carry over from the sergeant's salary is all the Police Chief has as a reserve back up for whatever needs they may have including for the amount of overtime should it rise from present levels.

It is, however, also clear to this Fact-Finder that this bargaining unit is still somewhat behind and paid less to those similar jurisdictions that perform like work. It is this Fact-Finder's opinion that the Township could have afforded to fund a little more than 2.5% for 2005 and 2006.

Even though this Fact-Finder believes this bargaining unit deserves a slightly higher wage increase for 2005 and 2006 a 2.5% wage increase will be recommended for 2005 and 2006, so not to upset the apple cart and create any potential job loss for the Police Department and the Dispatchers.

Based on the testimony given and evidence presented and the internal and external equity discussed above and taking account the Township's ability to pay, it is this Fact-Finder's recommendation that this bargaining unit of dispatchers needs to be brought a little closer to their external comparables and should receive a eight (8) percent wage increase over the life of this Agreement.

It is therefore my recommendation that,

Effective January 1, 2005 -	2.5% wage increase
Effective January 1, 2006 -	2.5% wage increase
Effective January 1, 2007 -	3% wage increase

The Duration of this Collective Bargaining Agreement will run from January 1, 2005 through December 31, 2007.

**ISSUE # 5    ARTICLE 31 - INSURANCE**

**EMPLOYER'S POSITION**

The Employer provides to add the following language to Section 31.1; The major medical, hospitalization, insurance benefit package shall be the Aultcare Group Purchasing Plan 1, or equivalent. Any premium increase greater than eight per cent (8%) during any one premium year shall be paid by all bargaining and non-bargained for plan participants. The level of benefit coverage shall be equal to or greater than coverage provided under the Plan in effect at the date of the ratification of this collective bargaining agreement.

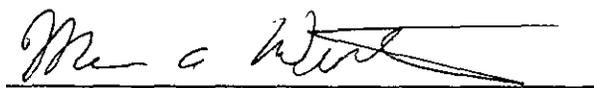
**UNION POSITION:**

The Union understands that the entire Township workforce is on the same group plan for cost effectiveness including the Dispatchers.

**FINDING OF FACT:**

Without very clear and convincing arguments and evidence this Fact-Finder would never recommend that an Employer with multiple bargaining units must have different agreements with regards to Employer wide health benefits.

Therefore the Employer's added language to Article 31.1 is hereby recommended.



**MARC A. WINTERS, FACT-FINDER**