STATE EMPLOYMENT
RELATIONS BOARD

2006 OCT 23 P 12: 36

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In the Matter Between City of Geneva and Ohio Patrolman's Benevolent Association	City of Geneva vs. OPBA Case No. SERB-05-MED-10-1154(Dispatcher) 05-MED-10-1155 (Patrolmen and Sergeants) REPORT AND RECOMMENDATIONS OF FACT FINDER ELMER G. COWAN

Report and Recommendations of Fact Finder pursuant to a Hearing between the parties before Fact Finder Elmer G. Cowan at the City Hall of the City of Geneva located at 44 North Forest Street, Geneva, Ohio 44041.

The Hearing was scheduled for August 15, 2006 beginning at 10:00 a.m.

APPEARANCES

On behalf of the City of Geneva
Geneva, Ohio:
Richard L. Dana, Esq.

On behalf of the Ohio
Patrolmen's Benevolent Association
Mark Volcheck, Esq.

The following documents were presented to the fact finder, Elmer G. Cowan, on behalf of the City:

1. Position statement of the City
2. A second copy of the position statement of the City
3. Supplemental position statement for Patrolmen and Sergeants
4. Supplemental position statement for the Dispatchers
5. Addendum to position statement of the city

The following documents were presented to the Fact Finder, Elmer G. Cowan on behalf of the Union:

1. Pre-hearing statement of Ohio Patrolman's Benevolent Association
2. Post hearing statement of the Ohio Patrolman's Benevolent Association
3. A copy of the agreement between the City of Geneva and Ohio Patrolman's Benevolent Association for the period of January 1, 2003 to December 31, 2005.
4. Exhibits provided to the fact finder were: by Union

Exhibit A	Shift Binding
Exhibit B	Effective Shift Work
Exhibit C	OIC(Officer In Charge) Training
Exhibit D	Lay Off and Recall
Exhibit E	Memorandum of Agreement between the City and Union

The following witnesses appeared on behalf of the Dispatchers: Margaret Kistler, Deb Bright, Captain Greg Wiley. Other witnesses heard were James Pearson, City Manager, Chief Dudik and Officer Derek Yopp.

The Fact Finder was advised that the following provisions have been agreed upon by the dispatchers;

Article 4	Dues Deduction
Article 12	Discipline
Article 19	Overtime
Article 27	Wages
Article 29	Longevity
Article 33	Uniform Allowance
Article 34	Insurance
Article 39	Duration of Agreement

As to the Sergeants and Patrolmen, the following provisions have been agreed upon;

Article 13	Discipline
Article 22	Overtime
Article 34	Wages
Article 36	Longevity
Article 38	Uniform Allowance
Article 39	Insurance
Article 48	Duration of Agreement

There are two separate contracts to be discussed, The first contract deals with the Dispatchers: dated January l, 2003 thru December 3l, 2005. The dispatchers for a number of years bid for the position as to what shift they would work and this bidding was based on seniority, as set forth in Articles 36, the union wants this to remain in the new contract. The City wants the right to assign the employee regardless of seniority to a shift as is needed. The City further argues that this is a fundamental management right, In reviewing both parties briefs the Fact Finder finds for the City.

Agreement between The City of Geneva, Ohio and The Ohio Patrolmen's Benevolent Association Sergeants and Patrolmen January 1, 2003 thru December 31, 2005.

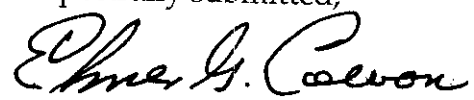
There are four (4) separate issues to be resolved (l) Officer in Charge (2) Lay offs and Recalls(3) Training and Overtime (4) Schedule Changes. All of the above requires a review of Articles l8, 22 and 33, 37.

Lay offs and Recalls, Article l8. Section 4. "prior to the laying off of any full -time employees, the Employer shall layoff all part-time officers or part-- time Sergeants. No new employees shall be hired or promoted into positions from which members of the bargaining unit are on layoff until such time that all such eligible employees are recalled. The City wants to hire new employees and have them excluded from the provisions of Article l8 Section 4. The Fact Finder finds that the Unions view is well taken, and the above provision remain in the contract.

Training Article 33 Section 1, the city wants the 24 hour training per year taken out of the contract. The union will not agree however in Article 22 the city proposes to put in a new Section 5 and a new Section 6. The Union would agree to these sections provided the City leave in the 24 hour provision found in Section I of Article 33. The Fact Finder finds this reasonable and therefore orders the above.

Officer in Charge, Article 37, Section 1 and 3 to increase p ay of the Officer in Charge by 25 cents per hour. Both parties are in agreement and therefore the Fact Finder finds for the 25 cent per hour increase. Section 3 is in dispute this deals with appointment of the Officer in Charge based on seniority. The City argues that they should have flexibility as to how the position is filled and not have it determined by seniority. The Fact Finder finds the City's position is well taken and therefore finds for the City.

Respectfully submitted,



Elmer G. Cowan
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