CERTIFICATE OF SERVICE

STATE EMPLOYMENT
RELATIONS BOARD

2006 JAN 26 A 11: 22

This will affirm that the Fact finding Report in the Matter of Fact finding between

BETWEEN

OHIO PATROLMAN'S BENEVOLENT ASSOCIATION

CASE NO: SERB 05-MED-10-1230
SERB 05-MED-10-1232

V

CITY OF CRESTLINE

was served to the below named parties at the stated addresses

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Matthew B. Baker, Esq.
Ohio Patrolman's Benevolent Association
555 Metro Place North, Suite 100
Dublin, OH 43017

Patrick Hire
Account Manager
Clemans, Nelson & Associates, Inc.
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Lima, OH 45801

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by U.S. Postal Service mailed, overnight express on January 25, 2006.

Copy of this Award was submitted U.S. Postal Service by First Class Mail to

Director, Bureau of Mediation, SERB, 65 E. State St., Columbus, OH 43215-4213, on

January 25, 2006

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 P. Downs

John P. Downs, Fact Finder: January 25, 2006

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

2006 JAN 26 A 11: 22

JANUARY 25, 2006

In the Matter of the Fact-Finding Between

THE CITY OF CRESTLINE	)	Case No.:	2005-MED 10-1230
	)		2005-MED-10-1232
and	)		
	)	Patrolmen	
OHIO PATROLMEN'S BENEVOLENT	)	Dispatchers	
ASSOCIATION	)		

APPEARANCES

For the City

Patrick Hire	Clemans-Nelson
Eugene M. Toy	Safety-Service Director

For the Union

Matt Baker	Attorney for OPBA
Alice McElvain	Dispatcher
Joseph Bitler	Patrolman

Fact-Finder

John P. Downs

INTRODUCTION

This case involves the fact-finding process between the City of Crestline, Ohio (City) and Ohio Patrolmen's Benevolent Association (Union). The unit under Case No. 2005-MED-10-1232 is made up of six (6) full-time patrol officers and the unit under Case No. 2005-MED-10-1230 is made up of four (4) full-time dispatchers.

The current collective bargaining agreement between the parties expired on December 31, 2005. Negotiations for a following agreement began prior to the expiration date and continued until the fact finder was appointed by SERB on December 22, 2005. Per Ohio Administrative Rule 4117-9-05 (G) both parties agreed to an extension of the fact finding to begin on January 17, 2006.

An offer to mediate the issues outstanding was agreed to by both parties and a hearing was held on January 17, 2006, in Crestline, Ohio. After some time, no agreement was reached and fact finding commenced at which time the parties were given full opportunity to present their respective positions on the issues. The fact-finding proceeding was conducted pursuant to Ohio Collective Bargaining Law and the rules and regulation of the State Employment Relations Board, as amended. In making the recommendations in this report, consideration was given to the following criteria listed in Rule 4117-9-05 (K) of the State Employment Relations Board:

(1) Past collectively bargained agreements, if any, 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 the public service or in private employment.

UNCHANGED ARTICLES

The parties mutually agreed to the following articles as contained in the negotiated Agreement between the City of Crestline and the Ohio Patrolmen's Benevolent Association Patrol and Dispatchers effective January 1, 2003, through December 31, 2005, shall remain unchanged and be continued in their present form:

Preamble	
Article 1	Recognition
Article 2	Management Rights
Article 3	Non-Discrimination
Article 4	Dues Deduction
Article 5	Union Rights and Representation
Article 6	Probationary Periods
Article 7	Seniority
Article 8	Work Rules
Article 9	Drug/Alcohol Testing
Article 10	Labor/Management Meetings
Article 11	Health Insurance
Article 12	Miscellaneous Insurance
Article 14	Court Time
Article 15	Officer in Charge
Article 17	Shift Exchange
Article 18	Longevity
Article 19	Reimbursement of Training and Uniform Expense
Article 22	Vacation
Article 24	Leave of Absence
Article 25	Injury Leave
Article 26	Disability Separation
Article 27	Layoff and Recall
Article 28	No Strike/No Lock Out
Article 31	Waiver of State Civil Service and Related Laws
Article 32	Waiver in Case of Emergency
Article 33	Severability

UNRESOLVED ISSUES

The following articles remained in dispute between the parties:

Article 13	Hours of Work/Overtime
Article 16	Wages
Article 20	Uniform Allowance
Article 21	Holidays
Article 23	Sick Leave
Article 30	Grievance Procedure

Article 34 Duration
New Article Certification Pay

ARTICLE 13 – HOURS OF WORK/OVERTIME
Sections 13.2 and 13.5 (New)

Union's Position

The Union proposes that the current language remain for Section 13.2. The Union proposes for the Section 13.5 (New) that any employee using forty (40) hours or more of sick leave in a calendar year not supported by a physician's certification shall not be eligible for voluntary overtime for the remainder of that year. The employee shall still be subject to overtime assignments as required by the employer consistent with the agreement. The Union's Exhibit 1 is an agreement by the City of Bucyrus Police Department and FOP, November 2, 2002, to November 1, 2005, for Captains, Lieutenants, Patrol Officers, and Dispatchers.

The Union feels the Galion contract attempts to address sick leave problems, which is present in the Crestline police department. The proposed Article 13.5 tries to convince the sick leave abusers to cut down sick leave use. This proposal is no cost to the city.

City's Position

The City proposes that the language for Section 13.2 be changed to add as the second sentence, "However, sick leave shall specifically be excluded from active pay status for any employee who is absent from work 40 hours or more on sick leave during a calendar year. Such exclusion shall be effective for the following calendar year."

The City opposes the Union's Section 13.5 New for the following reasons:

1. The Union's proposal places too much burden on the employer's intent to equalize the amount of overtime available.

2. The Union stated in negotiations that this was only one of the ways the Union was attempting to address the abuse of sick leave in the bargaining unit. However, the form of punishment proposed by the Union is adverse to the operation of the department and the remaining employees volunteering to work overtime.

3. In accordance with ORC 4117.08 (C) and Article 2, Management Rights, it is the employer's exclusive right to discipline employees. Subsequently, the employer should not be forced to accept a form of discipline the employer determines inappropriate.

4. An employee that abuses sick leave is more concerned about obtaining time off from work as opposed to coming to work and sharing the workload with co-workers. Disciplining an employee in such a manner as to give that employee an excuse to refuse work will not change the problem behavior but reinforce such behavior.

5. The employer has counter proposed a fair form of discipline that relates directly to the sick leave problem brought forth by the Union that does not diminish any operational objective.

6. The employer's proposal provides a disincentive to the problem employee only and does not result in inequities in workload and responsibility within the bargaining unit.

The City's offer is after reaching the applicable level of sick leave usage, exclude any use of sick leave from the calculation of overtime entitlement for the following year. For purposes of complying with FLSA in the event a complaint is filed with the Department of Labor, Wage and Hour Division, the parties agree overtime for Patrol Officers shall be computed based on the provisions of Section 207 (K) of the Fair Labor Standards Act. An employee who is barred from working forces someone else to perform the duties who may become stressed. The Galion contract is not the same situation.

Union's Rebuttal

The doctor's statement is not a problem and the City can mandate the work be done. The Union's proposal added no cost to the city. The Union feels sick leave is abused by some.

RECOMMENDATION

It is recommended that Article 13.2 proposed by the City is not accepted by the fact finder. Additionally, Article 13.5 New proposed by the Union is also not accepted by the fact finder.

Rationale

The fact finder does not accept penalizing an employee from receiving overtime pay if that employee has used sick leave in the amount of forty (40) hours in a year if that employee has a valid reason for the sick leave use. However, if an employee does not have a valid reason, e.g., documented by a doctor's slip, then disciplinary procedures should begin. It is understood by the fact finder that both sides are trying to address a situation of manning a 24 hour, seven day a week operation with limited manpower.

Therefore, current contract language is recommended.

ARTICLE 16 – WAGES

Union's Position

The Union proposes that the regular base hourly wage of all bargaining unit employees shall be increased by five percent (5%) in the first full pay period following January 1, 2006, five percent (5%) in the first full pay period following January 1, 2007, and five percent (5%) in the first full pay period following January 1, 2008.

The Union offered the following exhibits to support their position:

Exhibit 2 SERB Benefits Report December 13, 2005, for Bucyrus City, Crestline City, Fostoria City, Galion City, Ontario City, Shelby City, Upper Sandusky, and Willard City.

Exhibit 3 SERB Benchmark Report December 13, 2005.

Exhibit 4 SERB Wage Increase Report December 13, 2005 indicating previous contract was 3/3/3%.

Exhibit 5 SERB Quarterly (Ten year annual wage settlement date {1995-2004} showing Columbus Region has Crawford County {2.99%}).

Exhibit 6 City of Crestline wage comparisons for police officers for cities with a population of 15,000 and under for contiguous counties. It shows the average salary of $31,000 and for Crestline $25,688.

Exhibit 7 City of Crestline wage comparisons for police officers for cities with a population of 7,500 in contiguous counties. It shows the average salary of $30,292 and for Crestline $25,688.

Exhibit 8 City of Crestline wage comparisons for Dispatchers for cities with a population of 15,000 and under for contiguous counties. It shows the average salary of $24,369 and for Crestline $21,320.

Exhibit 9 City of Crestline wage comparisons for Dispatchers for cities with a population of 7,500 and under for contiguous counties. It shows the average salary of $25,164 and for Crestline $21,320.

Exhibit 10 Newspaper article from Advocate Reporter Rachel Mendell on Crestline City Council approving itself pay raises on December 17, 2005. It indicates four percent (4%) increases for 2006, 2007, 2008, and 2009.

The Union stated other cities (Bucyrus, Fostoria, Galion, Upper Sandusky, Willard) do premium pick ups for their employees.

City's Position

The City proposes that the regular base hourly wage of all bargaining unit employees shall be increased by two percent (2%) in the first full pay period following the parties signing the labor agreement, two percent (2%) in the first full pay period following January 1, 2007, and two percent (2%) in the first full pay period following January 1, 2008.

The City offered the following as the rationale for their position:

1. Over the past three (3) years the General Fund, the only fund from which the police department employees are paid, has seen a -3.5% growth rate. Over the past seven (7) years expenditures from the General Fund have out paced revenues by 5.3%. The City has not spent less money than what was brought in since 2000.

2. The City already has a 2% income tax rate; therefore, there is no opportunity to increase the revenue with an income tax hike.

3. Currently and historically, the police department budget has represented approximately 50% of the General Fund revenues and expenditures. There is simply no more room at this time for the departmental expenses to significantly grow.

4. The City has always attempted to maintain a degree of internal parity among all City employees and the Union's proposals would destroy the ability for the City to continue this practice.

5. The IAFF, looking at the same evidence presented at this hearing, accepted wage increases of 2% in 2006; 2% in 2007; and 2% in 2008 just as the City proposes for the OPBA.

6. There is no readily available external comparables locally available, especially when looking at the size of the bargaining units and the General Fund balances. However, not only is Crestline not out of line with any perceived comparables, but when the entire compensation package is considered Crestline is very comparable.

The City submitted a chart showing the year's revenues, growth, expenditure growth, and usage indicating an average of -4.1 to -4.6%. A chart on expenditures on the police department budget shows 46% of the budget used.

Various charts were included on the Crestline police department payroll costs for various percentages from both sides for the three year period. The City's proposal would cost $35,675.15 a year at two percent (2%) and the Union's proposal would cost $73,340.45 a year at five percent (5%) for a difference of $38,265.30.

Attached were a chart of Crestline's wage history for safety forces and a comparison map of per capita personal income for 2003 showing Crawford County at $24,768. Also there were maps of business starts for 2004 for Crawford County with 85 and a map of counties and county seats for Bucyrus, Crestline, Galion, Shelby, Toronto, Uhrichsville, and Willard which indicated general fund and revenues analysis and manpower. Another chart for the City of Crestline showed patrol officer population, salary beginning and top pay for the cities of Willard, Shelby, Bucyrus Upper Sandusky, Kenton, Delphos, Crestline, Galion, Toronto, Ada, and Uhrichsville.

The same information was on separate charts for Dispatchers. Various charts were also submitted on salary comparison for other cities. Also attached were benchmark SERB reports for the cities listed above.

Management stated that the bargaining history of the unit and size of the department must be considered and that Exhibits 6 and 7 are inaccurate. They also pointed out that ward members must go to 2008 before they receive a raise. The City can't give even three percent (3%) because it will hurt their pattern. The City asked the fact finder to look at both the revenues and population for the city.

Union's Rebuttal

The Union stated that there is only one contract and that history was 3/3/3%. The SERB comparables show the officers are almost the lowest paid and the City is not using local comparables. The officers and dispatchers need a living wage and the City's reliable evidence is not supported.

RECOMMENDATION

Across the board wage increase of three percent (3%) for each year 2006, 2007, and 2008 effective the first full pay period following January 1 for each year for both patrolmen and dispatchers.

Rationale

To the extent that the City was using the patterns bargaining agreement, I do not agree. Conciliator David Pincus, in IAFF Local 1144 and City of Bay Village SERB Case No. 03-MED-09-1019 found that when challenging a pattern the following must be proven:

1. That the employer's position does not derive from a true pattern.
2. The pattern argument is an attempt to abolish unique rights and privileges achieved by a bargaining unit.
3. The pattern would be antithetical to the function or history of the bargaining unit. Mere inappropriateness is not enough to overcome a practice.

4. The economic offer is strikingly insufficient to compensate the particular group of employees equitably. Such an offer will not supplant a fair settlement no matter how many other units have ratified the pattern.

In this matter, the Union has shown the average income increases for contiguous cities to be approximately three percent (3%). Based upon a chart supplied by the City, the wage history indicates non-bargaining employees were offered two percent (2%) for 2002-2006.

The IAFF was offered 4.75% in 2003, 2004, and 2% for 2005, 2006, and 2007.

The OPBA was offered 2% in 2002, 3% in 2003, 2004, and 2005 and now 2% for 2006-2008.

Crestline is shown to have a population of 5,088 with six patrol officers and four dispatchers for a total of 10 employees under this agreement. Comparably sized cities, Shelby and Willard, pay $32,706 and $32,961 respectively for starting patrol officers. These same cities pay $23,067 and $26,596 respectively for starting dispatchers. Crestline pays $25,688 for patrol officers and $21,320 for dispatchers.

It appears the City's position is not a true pattern based upon the history of bargaining. The pattern argument is an attempt to push the inability to pay. The City was asked if it intended to raise that argument, it declined. And as indicated, the economic offer is insufficient to compensate this group of employees equitably.

ARTICLE 20 UNIFORM ALLOWANCE

Union's Position

Non-probationary Patrol Officers shall receive a uniform allowance in the amount of six-hundred fifty dollars ($650) during 2006, seven-hundred dollars ($700) during 2007, and seven-hundred fifty dollars ($750) during 2008. Non-probationary Dispatchers shall receive a uniform allowance of four-hundred fifty dollars ($450) yearly.

The Union submitted Exhibit 11 giving the uniform allowance for patrol officers for other cities and Crestline was the lowest. The Union also submitted Exhibit 11A which was a uniform quotation for patrol officers of $648.91 which does not cover duty gear.

City's Position

The City offered the following as their support on this issue:

1. During negotiations the position of the Union was that an increase in the uniform allowance was necessary to offset increases in the cost of uniforms. In support of this the Union submitted an invoice showing the cost of a full

uniform. That cost was $648. Seeing as no employee needs to, or does, purchase a full uniform each year, the current amount of $600 is appropriate.

2. The Union just received significant increases over the last three (3) years.

3. Arguments from the Union that relate an employee's desire for increases just because other places do it, should not be enough for the Fact-finder to grant increases. Uniform allowances are generally intended to relieve the obligation on an employee to report to work in an acceptable manner, not as a supplement to spend as personal discretionary cash.

The City pointed out that duty boots on the invoice supplied by the Union were $230 and the jacket was $150. They provided several advertisements by Galls showing that duty boots could be purchased for $59.99.

RECOMMENDATION

It is recommended that the uniform allowance for Patrol Officers remain current language. However, I am recommending the four-hundred fifty dollars ($450) uniform allowance for Dispatchers.

Rationale

No opposition was brought to the increase in the Dispatcher's allowance and the Union submitted a comparison of cities under 15,000 in the contiguous counties to Crawford showing Crestline when compared to an average of $485 for those five cities.

In regards to the Patrol Officers allowance, the City made a point when it showed the cost for the entire uniform was below the allowance given.

ARTICLE 21 – HOLIDAYS

Union's Position

The Union stated that holiday pay should be defined as the employee's regular hourly rate of pay for the employee's regularly scheduled work day, or any amount of time scheduled by the Chief or his designee. The Union stated scheduled time is two officers and one dispatcher for eight hours. In the past when a holiday came up someone had to work over, however, the pay was computed incorrectly as it should have been computed at the rate of two and one-half times the regular rate of pay.

City's Position

What the Union is seeking is to require holiday pay for any hours scheduled by the Chief of Police. In essence, the employee wants to be paid double time and one-half their

hourly rate for all hours worked on a holiday. The City feels the Union's proposal should be rejected for the following reasons:

1. There is no internal basis for such pay.

2. The employees are already being paid time and one-half their hourly rate of pay for all hours worked on a holiday (a standard that exceeds the Fair Labor Standards Act) as well as holiday pay for the duration of their regularly scheduled workday.

3. The Union is attempting to punish the Employer for co-workers abusing sick leave, which has resulted in other employees working additional hours on holidays.

4. There is no evidence of any real external comparability.

The City submitted a copy of Crestline Personnel Policy 5.04 as well as a copy of the firefighters' contract outlining holiday pay.

RECOMMENDATION

It is recommended that Article 21 Holidays, Section 21.2 contain the union's proposal of "or any amount of time scheduled by the Chief or his designee". All other language is to remain current.

Rationale

This appears to be a one time incident concerning one employee held over on Christmas day. If the employee is scheduled to work on a holiday, he/she can not expect to receive double time and one-half pay.

ARTICLE 23 SICK LEAVE
Sections 23.8 (New) and 23.9 (New)

Union's Position

The Union proposes for Section 23.8 (New) that employees who have accumulated three hundred (300) hours or more of sick leave and whose use of sick leave has been limited to the following amounts in the previous year computed from December 1 to November 30th of the following year shall be eligible to receive incentive pay as follows:

Patrol Officers	0-12 hours ($500.00)	13-24 hours ($250.00)
Dispatchers	0-8 hours ($500.00)	9-16 hours ($250.00)

Sick leave incentive pay shall be paid in the first non-pay week in December. The use of sick leave for funeral leave does not count as hours of sick leave used for purposes of calculating sick leave incentive.

The Union proposes for Section 23.9 (New) that employees who have accumulated unused sick leave credit in excess of three hundred (300) hours shall annually have the option of cashing out a portion of the accumulated but unused sick leave credits. Eligible employees may elect to cash in two (2) hours of sick leave for one (1) hour of regular pay. Employees must convert at least twenty (20) hours of sick leave to be eligible and there shall be no maximum limit for conversion except that an employee may not reduce their accumulated sick leave credits below three hundred (300) hours.

Employees must notify the employer of their intent to cash in sick leave and the amount to be cashed in by December 15 of each year. The cash in benefit shall be paid to the employee in the first full pay period in January of each year.

The Union submitted Exhibit 12 Sick leave incentive cash out comparisons for cities with a population of 15,000 and under in Crawford and contiguous counties.

The Union maintained that Section 23.8 is a new incentive program rewarding cash to employees and Section 23.9 rewards employees with a choice to cash in sick leave.

City's Position

The City stated these new sections should not be implemented for the following reasons:

1. There is no internal basis for the Union's proposal.

2. This is only the second labor agreement and hence these proposals are not appropriate for such a young bargaining relationship.

3. The Union has made these proposals based on their perception of a sick leave abuse problem within the bargaining unit; however, the Union has only proposed monetary compensation for those employees who already come to work. The sick leave abuser is such because paid time off from work is the objective.

4. Sick leave benefits are, and have always been, viewed as an insurance policy; not as an entitlement to paid time off from work or additional compensation. The only time an employee should be able to access sick leave is for a qualifying illness and/or injury or a proper retirement. Granting the Union's proposals would make an insurance policy into an entitlement.

5. Over the past three (3) years the City has seen several employees from the police and fire department injured or diagnosed with very serious illnesses. Those employees averaged about one (1) year off from work. Giving the employees the unilateral right to cash in sick leave (down to 300 hours) will potentially harm an

employee in need of paid sick leave. Three hundred (300) hours sick leave would only give any employee approximately one (1) month of paid leave benefits. This would mean the employee would have to pay the entire cost of health insurance (COBRA) at the same time as losing all incoming compensation.

RECOMMENDATION

It is recommended that Article 23 Sick leave retain the current language in the labor agreement.

Rationale

I do not find that the Police Department has a sick leave problem as alleged by the Union. The City stated the Union's proposals are based on the perception of sick leave abuse. Apparently, over several years some employees were either injured or diagnosed with very serious illnesses. This is not abuse.

I do not find the Union's argument persuading by allowing the cashing in of sick leave to come to work. Nor do I find payment of money to come to work by not using sick leave to be persuading.

ARTICLE 29 DISCIPLINE
Section 29.2

City's Position

The City is proposing to add the following language to this section, "Notwithstanding the above, any disciplinary violation involving moral turpitude shall be grounds for immediate termination from employment. Moral turpitude is defined as conduct that is contrary to justice, honesty, or morality. Moral turpitude normally includes offenses that violate generally accepted standards for moral behavior; examples would include, but not be limited to: theft in office, sexual misconduct, ethics violations, offenses that constitute felonies in accordance with the Ohio Revised Code, fraud, lying in an investigation, etc.".

The City makes the following argument for this recommendation:

1. The employer has had recent problems with extremely inappropriate, and even illegal, behavior by employees involving moral turpitude. Police officers, like firefighters, are held to a high standard of conduct. The public trust is literally in their hands every time they come to work. This is expected of the City's safety forces. The employer merely wishes to formalize that position.

2. The first incident involved a firefighter exposing himself in public to a female mail carrier. That former employee was criminally charged for that behavior. The second incident involved a patrol officer who was discovered using the City's

computer to surf inappropriate adult web sites. Both resigned prior to termination and the employer bargained the same language with the IAFF as proposed today.

3. The employer is not looking to summarily terminate an employee for unproven allegations, but is asking for language that clearly tells an employee that termination is the only appropriate discipline for certain types of behavior. The employee would still have the ability to grieve the discipline.

The City included a copy of the agreement between it and the International Firefighters Association Local 3900, which in Article 28.2 contains the definition of moral turpitude and gives examples of grounds for dismissal. Also presented was a general offense report concerning an employee using a city computer to download pornographic web sites. They also included several newspaper articles on an ex-police chief for Wapakoneta, Ohio, who was sentenced for various obscenity charges. The last document submitted was a newspaper article concerning a police dispatcher from Wapakoneta suing the city for sexual harassment over the ex-police chief.

Union's Position

The Union feels there is no compelling evidence for this change as the City already has the ability to remove an employee for this type of behavior. The Union does not want the language in the contract. The Union feels using a computer is not an offense but rape would be. The City argues that child pornography was and it needs the moral turpitude language in the contract to put employees on notice.

RECOMMENDATION

It is recommended the language proposed by the City be put in the contract minus using theft in office, ethics violations, lying in an investigation, and the etc.

Rationale

The argument put forth by the City is persuasive; the need to take action quickly for offenses such a moral turpitude needs to be spelled out to employees. Also the liability to the City (employer) could be catastrophic.

ARTICLE 30 GRIEVANCE PROCEDURE
Section 30.6

Union's Position

The Union is proposing that the written grievance be permitted to be given to the Captain or the Chief's designee. They are also proposing that it be the responsibility of either of these individuals to investigate and provide a written report regarding the grievance.

City's Position

The City is in agreement with this proposed change to the contract.

RECOMMENDATION

Change Section 30.6 using the Union's proposed language.

ARTICLE 34 DURATION

Union's Position

The Union is proposing to have the agreement be in effect from January 1, 2006, through December 31, 2008.

City's Position

The City is proposing to have the agreement become effective upon signing through three (3) years from date.

RECOMMENDATION

It is recommended that the duration of this agreement be three (3) years and it shall begin on January 1, 2006.

NEW ARTICLE CERTIFICATION PAY

Union's Position

The Union is proposing the following article be added to the contract:

> Section 1. Full-time Patrol Officers and Dispatchers who are presently certified or who subsequently become certified in any of the following certification categories during the term of this Agreement will receive an eighteen cent (.18) per hour certification pay for each such certification held up to a total of two (2) certifications. (A maximum of thirty-six cents (.36) per hour in certification pay.) Patrol Officers and Dispatchers who receive certification pay must be willing and able to use their training and certification as a part of their normal duties. The certification categories are:
>
> a) Jail Administrator
> b) Instructor
> c) DARE
> d) Evidence Custodian
> e) TAC/Assistant TAC
> f) Head Dispatcher

g) 911 Coordinator
h) Amber Alert
i) Detective
j) Associate Degree in law enforcement or business administration
k) Bachelors Degree in law enforcement or business administration
l) Masters Degree in law enforcement or business administration
m) First Line Police Supervision
n) 95% firearms qualification score during last qualification in a calendar year to be applied to the subsequent calendar year
o) Any certification subsequently mutually agreed upon by the City and the Union

The Union stated it was seeking eighteen cents (.18) per hour for each category with a limit of two and that the employee must be wiling to use the certification in his/her job duties. The Union referenced that both Galion and Fostoria having certification pay. The Union's Exhibit 13 referenced the firefighter's contract under Article 16 EMS incentive pay of fifteen cents (.15) per hour for EMT certification and EMS. The Union's Exhibit 14 is the City of Crestline's ordinance No. 2684 titled compensation.

City's Position

The City states this additional compensation should not be permitted for the following reasons:

1. There is no internal or external comparability basis for the Union's proposal.

2. The certifications requested by the Union are not required by the employer for employment. The items that do reflect some of the current assignments have been voluntarily accepted by employees and are not new duties.

3. The only group in the City that does have a certification for pay agreement is the paramedics and EMTs. The reasons for this are simple; the City cannot run an ambulance without EMTs, cannot accept certain types of runs without a paramedic; the ambulance service generates revenues and hence pays for the certifications.

4. Even if the Union's proposal had merit, there is no doubt that this is financially not the right time. The other employees in the City cannot continue to fund the bargaining units.

The City pointed out the firefighter contracts the Union presented from other cities have expired, e.g., Galion, 2004. They also stated this is not a basis for certification. The only certification that is required is for EMTs/EMS and waste water operators who are certified by the Environmental Protection Agency. They also presented a chart showing the cost to the city would be $7,862.40 a year for current certifications and a chart on education incentive for the city of Ontario as well at that city's revenues.

RECOMMENDATION

It is recommended that this new article, Certification Pay, not be added to the contract.

Rationale

The City stated it knew of no requirements for these types of certifications. If there were, they would be required to pay the employee for the certifications.

TOTALITY OF AGREEMENT

It is recommended that all unchanged articles prior to fact finding be included in the agreement.

This will affirm the foregoing report, consisting of 17 pages, includes the findings and recommendations set forth in the award by the fact finder.

Any matter presented before the fact finder and specifically addressed in this determination and award were given consideration but are not recommended for inclusion in the agreement.

If there is found conflict in the report between this fact finder's discussion and recommendation, the language in the recommendation shall prevail.

To the best of my knowledge, said report and its included recommendation complies with applicable provisions of ORC 4117 and related Rules and Regulations adopted by the State Employment Relations Board.

I, therefore, offer my signature at my address in the county of Pickaway in the State of Ohio this date of January 25, 2006.

John P. Downs

John P. Downs, Fact Finder