STATE EMPLOYMENT
RELATIONS BOARD
2006 DEC -5 P 12: 15

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.,	:	
Employee Organization,	:	
-and-	:	Case No. 06-MED-0755, 0756, 0757
THE CITY OF JACKSON,	:	
Employer.	:	

FACT-FINDING

Philip H. Sheridan, Jr., Fact-finder

Issued: December 5, 2006

Bryan Davis, Safety Director
City of Jackson
145 Broadway Street
Jackson, Ohio 45640

For The Employer

Andrea H. Johan, Esq.
Staff Representative
Fraternal Order of Police,
Ohio Labor Council, Inc.
222 East Town St.
Columbus, Ohio 43215

For The Employee Organization

STATEMENT OF THE CASE

The parties, the City of Jackson, represented by Bryan Davis, Safety Director, and the bargaining units, Fraternal Order of Police, Ohio Labor Council, Inc., including 10 full-time Patrol Officers, a second unit consisting of six full-time Dispatchers, and a third unit consisting of five full-time Sergeants, represented by Andrea H. Johan, Esq., Staff Representative, have entered into negotiations for a successor contract to the contract that expired September 22, 2006.

The parties met and bargained in good faith with a number of meetings between the parties. The parties without dispute, or through negotiation, reached apparent tentative agreement on all of the Articles that were negotiated. The tentative agreement was submitted to the bargaining unit, which voted to accept the contract, and the Jackson City Council, which rejected the tentative agreement.

Pursuant to R.C. §4117.14 and Admin. R. 4117-9-05, the State Employment Relations Board appointed Philip H. Sheridan, Jr., 915 South High Street, Columbus, Ohio, as fact-finder.

The parties agreed to a fact-finding hearing on November 21, 2006, and the meeting was convened at the Jackson City Council Chambers. In addition to their representative, Shane Goodman, Mayor, Donovan Workman, Chief of Staff, and Carl Eisnaugle, Chief of Police, appeared at the hearing on behalf of the City. In addition to their representative, Scott A Conley, Patrol Sergeant, Christopher S. Wells, Patrol Officer, Stephen L. Sprague, Patrol Officer, and Brett J. Hinsch, Dispatcher, appeared on behalf of the bargaining units. The parties and the fact-finder discussed the procedure to be followed by the parties.

The parties presented the tentative agreement, and the Mayor and Safety Director testified that they invited the members of City Council to attend the fact-finding or provide them with direction concerning the reasons for the rejection of the tentative agreement. No representative appeared, and the only issues mentioned included typographical errors. The parties submitted the matter upon statements, documents, and arguments presented to the fact-finder.

In accordance with the provisions of R.C. Chapter 4117, the parties provided me with a copy of the current contract, the issues that have been resolved, and each party's proposal. Both sides submitted the rejected tentative agreement as their proposal.

In issuing this fact-finding report, I have given consideration to the provisions of R.C. Chapter 4117 and, in particular, the criteria contained within Admin. R. 4117-9-05(I). The evidence and arguments presented to me convince me that the City of Jackson is growing, has a healthy bank balance, and is capable of funding the Articles of the Contract that affect finances.

THE POSITION OF THE PARTIES AND RECOMMENDATIONS

The parties proposed no changes in Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 21, 22, 23, 24, 25, 26, 29, 30, 37, 38, and 39 (Duration, dates changed to September 22, 2006 through September 21, 2009). I recommend adoption of the unchanged Articles in accordance with the parties' agreement.

In Article 15, Promotions, the parties discussed changes that included clarification of language in Section 15.1, and deletion of Section 15.2. As I understand the parties' current position, the parties will not change the language of Section 15.1, maintaining current language, but they agree to the deletion of Section 15.2.

In Article 16, Layoff and Recall, the parties adopted additional language that clarifies the procedure for layoff of police personnel, sworn and non-sworn, and payment for unused leave.

In Article 17, Safety Issues, the parties adopted additional language that clarifies repairs to be made to vehicles with a disabling defect, and transportation of prisoners of the opposite sex.

In Article 18, Drug and Alcohol Policy, the parties discussed changes and ultimately agreed to current language.

In Article 19, Training Classes, the parties agreed to changes that more clearly designate the training required to be provided to the bargaining units' members.

In Article 20, Hours of Work and Overtime, the parties agreed to changes that clarify approved overtime, and the method for "call-outs." The parties also agreed to a new Section 20.11 that establishes a "canine assignment."

In Article 27, Vacation, the parties agreed to language that lowers the service required for accumulation of six weeks of vacation time from completion of 20 years of service to 15 years of service, and specifically limits the way in which an employee can be required to work during approved vacation time.

In Article 28, Holidays, the parties agreed to maintain the same 14 holidays as were approved in the expired contract.

In Article 31, Insurance, the parties agreed to a payment of $4,000.00 annually to any eligible bargaining unit member who opts out of the City's medical insurance, and a "me too" clause that would increase the amount of the payment if any other City union employees receive more than a $4,000.00 payment to opt out.

In Article 32, Uniforms, the parties agreed to an increase in the clothing/uniform allowance for Patrol Officers and Sergeants from $600.00 to $700.00 for the duration of the contract.

In Article 33, Firearms Qualification, the parties agreed to an increase in the number of rounds of ammunition provided to each Peace Officer certified bargaining unit member, adoption of a specific duty round, and potential qualification on alternate weapons approved by the Chief of Police.

In Article 34, General Provisions, the parties agreed that the City would pay the IRS amount for reimbursement of use of an employee's privately owned vehicle for the conduct of official or police business. The parties also added language that clarifies the way in which annual physicals will be scheduled and paid for.

In Article 35, Professional Incentives, the parties agreed to increased annual incentives to be paid for levels of education and training.

In Article 36, Compensation, Section 36.1, the parties agreed to across-the-board wage increases of 3.5% for each of the bargaining units, effective September 22, 2006, September 22, 2007, and September 22, 2008 (the agreed "draft" contract presented to me needs to be updated on the effective dates). The Dispatcher who serves as TAC Officer receives 35 cents per hour in addition to regular hourly wages, a ten-cent increase. Longevity pay rates are increased in Section 36.2 from 25 to 35 cents per hour for 5-7 years of service, from 55 cents to 65 cents per hour for 7-10 years of service, from 90 cents to $1.00 for 10-15 years of service, and an additional 10 cents for each year of service for each year of service completed over 15 years. In Section 36.3, Shift Differential, the parties agreed to a differential pay of 30 cents per hour for the 3 p.m. to 12-midnight shift, and 35

cents per hour for "swing shift." In Section 36.4, Disaster Duty Pay, the City agreed to pay two times the regular rate of pay to all bargaining unit members for hours worked during a time of city-wide emergency, as declared by the Mayor or his designee.

I have examined each of the proposals outlined above, and the documents submitted that demonstrated the City's financial picture. I find that the City is able to pay the increases agreed to, which appear to be reasonable, and I find that none of the non-economic issues appears unusual or exceptional in FOP contracts throughout the area.

CONCLUSION

I recommend that the parties adopt the tentative agreement reached by them. The parties cooperated in presenting their positions to me, and in reaching tentative agreement on all of the issues. I found no issues that would persuade me to recommend something different than the parties presented.

Respectfully submitted,

PHILIP H. SHERIDAN, JR.
Fact-finder
S.C. #0006486
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Columbus, Ohio 43206-2523
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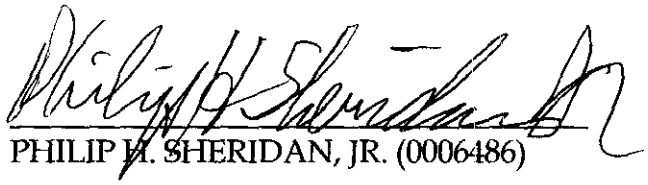
CERTIFICATE OF SERVICE

A copy of the foregoing Fact-Finder Report was served by Regular U.S. Mail and by E-mail transmission this 5th day of December, 2006, to the principal representatives of the parties and by Regular U.S. Mail, postage prepaid, to State Employment Relations Board, 65 E. State St., 12th Floor, Columbus, OH 43215-4213.



PHILIP H. SHERIDAN, JR. (0006486)