

2009 JUN 15 A 10:42

STATE OF OHIO STATE EMPLOYMENT RELATIONS BOARD

**RE: FRATERNAL ORDER OF POLICE,
OHIO LABO COUNCIL, INC.
(Full-Time Dispatchers & Full-Time/Part-Time Dispatchers)
and
RICHLAND COUNTY COMMISSIONERS
CASE NO.: 08-MED-09-0846**

FACT-FINDING REPORT OF THOMAS R. SKULINA, FACT-FINDER

HEARING

A Mediation took place on Tuesday, May 26, 2009 and thereafter facts were presented to the arbitrator who recommends the following language for the nine (9) issues outstanding.

The attorney representing the employer was Harry M. Welsh and the Union was represented by Mark E. Drum.

There were originally sixteen (16) outstanding issues. Through mediation, the parties agreed to seven (7) of the issues. The agreed upon issues were:

1. Article 8 Bargaining Unit Work
2. Article 17 Call In Pay
3. Article 20 Holidays
4. Article 21 Wages
5. Article 27 Bereavement Leave
6. Article 34 Training
7. Article 49 Duration

There were nine (9) issues left outstanding. Those issues were:

1. Article 12 Seniority
2. Article 13 Hours of Work, Overtime & Court Time
3. Article 15 Longevity
4. Article 16 Shift Differential Pay
5. Article 19 Vacation
6. Article 30 Layoff & Recall
7. Article 31 Performance Evaluations
8. Article 40 Miscellaneous
9. Article 41 Minimum Staffing

The remaining issues are to be resolved as follows:

ARTICLE 12 – SENIORITY

- 12.01 Definition of Seniority. Seniority shall mean length of continuous service **WITHIN BARGAINING UNIT** from the most recent date of hire with the Richland County Emergency Management Agency. If an employee is reinstated within one (1) year of his/her resignation he/she will have greater seniority than that of a person newly hired on the same date.
- 12.02 Watch. In September of each year, members shall select their shift assignment by seniority. Shift selections shall go into effect at the beginning of the next work schedule after January.
- 12.03 Termination of Seniority. Any employees' seniority shall terminate in the following events:
 - A. Resignation of the employee.
 - B. If the employee is discharged for just cause, accepted or upheld by the proper authority, excluding the Ohio Bureau of Employment Services.

- C. If the employee does not return at the expiration of a leave or absence or if the employee takes other employment, during a leave of absence, unless consented to by the Director.
- D. If the employee is absent for more than ninety (90) days after the termination of military service.
- E. If while on lay-off status an employee fails to report to work within ten (10) days after being notified by certified mail, return receipt requested, to the employee's last known address of record with the County.

ARTICLE 13 – HOURS OF WORK, OVERTIME AND COURT TIME

- 13.01 For the purpose of this agreement, a work day shall normally consist of eight (8) scheduled consecutive hours in a twenty-four (24) hour period commencing with the start of a shift. A normal work week for full-time employees shall normally consist of forty (40) scheduled hours within a calendar week.
- 13.02 Any duty hours in excess of forty (40) hours in a work week shall constitute overtime. Compensable time (holidays, vacation days, sick days, compensatory days, and actual duty hours) shall be considered as time worked for the purposes of computing overtime. However, members shall not receive overtime pay on the same day they utilize sick leave. Overtime shall be compensated at one of the following rates as applicable:
1. Time and one-half (1 ½) for all hours of duty in excess of eight (8) in one (1) work day, or forty (40) in a work week.
 2. When overtime is required, overtime will be paid at the rate of time and one-half (1 ½) of the employee's rate. Overtime requests shall be posted and be offered voluntarily. When insufficient volunteers are available, the least senior employee shall be required to work the overtime. However, no employee shall be mandated two (2) consecutive calendar days in a row or more than twenty (20) hours per pay period if the staffing levels permit.
 3. When an opening on a shift occurs due to the absence, for any reason, of a member of the bargaining unit, and the position is to be filled by someone working in a overtime capacity, the first right of refusal for the resulting overtime shall be given to the remaining members of this bargaining unit.

- 13.03 No overtime shall be paid unless directed by the Director, his designee, or the Dispatcher Supervisor, prior to being worked except in the case of work related court appearances. Any off duty employee subpoenaed or directed to appear for work related reasons in court or any pretrial conference shall be compensated for his/her overtime calculated by the actual time when the employee leaves his/her residence, conducts the court business and then returns directly to his/her residence. In any event, said employee shall be guaranteed a minimum of three (3) hours pay at his/her overtime rate for work related court appearances on other than his/her regularly scheduled tour of duty.
- 13.04 Shifts shall not be changed solely to avoid the payment of overtime.
- 13.05 Employees may accumulate compensatory time off in lieu of overtime. The employee may take compensatory time off only with prior approval from their immediate supervisor or his designee. Any accrued but unused compensatory time may be submitted for cash out by November 1 of each calendar year and will be paid no later than the first pay period after November 1. However, a member may elect to accumulate up to one hundred twenty (120) hours of compensatory time.
- 13.06 The granting of compensatory time off requests that are turned in at least thirty (30) days in advance of the time to be taken off shall be based on seniority. Requests turned in less than thirty (30) days in advance of the requested date may be approved on a first-come, first-served basis. If the supervisor in charge believes compensatory time off will create an undue burden on the operation of the department, then the compensatory time will not be granted. If compensatory time is requested with less than five (5) days advance notice, then it may be denied if it subsequently becomes known that the compensatory time off will create overtime. However, compensatory time requested with at least five (5) days notice will not subsequently be denied solely because that granting the time off will create overtime.
- 13.07 Compensatory time must be taken in at least one HALF (1/2 hour increments).

ARTICLE 15 – LONGEVITY

- 15.01 In addition to the base salary provided in this contract, employees shall receive longevity pay at the rate of five hundred dollars (\$500.00) to be paid in the pay period following the completion of the fifth (5th) year and increase by an additional one hundred dollars (\$100.00) following the completion of each succeeding year. Longevity payments shall be paid in the pay period following the employee's anniversary date. Longevity payments shall accrue for up to a maximum of twenty (20) years of service. Longevity is capped at that level and continuing thereafter.

ARTICLE 16 – SHIFT DEFFERENTIAL PAY

- 16.01 Differential pay will be accorded to employees who are assigned to work on any shift which begins before 0600 hours or after 1400 hours on any calendar day.
- 16.02 Shift differential pay shall be \$.30 per hour for the 2nd shift and \$.40 per hour for the 3rd shift.
- 16.03 The shift differential pay shall be included in the employee's regular bi-weekly paycheck.
- 16.04 If the employee is assigned to work a shift that begins before 0600 hours or after 1400 hours on any calendar day and works overtime hours contiguous to that shift, shift differential pay shall be paid for all overtime hours worked.

ARTICLE 19 – VACATION

- 19.01 Vacation. Regular full-time employees are entitled to vacation with pay after one (1) year of service with the employer. The amount of vacation leave to which a full-time employee is entitled is based upon years of service. Vacation time shall be accrued per pay period and displayed on the employee's pay stub.

<u>YEAR OF SERVICE</u>	<u>VACATION</u>
Less than one (1) year	None
One (1) year, but less than eight (8) years	80 Hours/10 Days
Eight (8) years, but less than fifteen (15) years	120 Hour/15 Days
Fifteen (15) years, but less than twenty-five (25) years	160 Hours/20 Days
Twenty-five (25) years or more	200 Hours/25 Days

19.02 The minimum chargeable vacation increment shall be two (2) hours.

19.03 An employee may carry indefinitely the amount of time which he/she receives for two (2) calendar years, but may not exceed that amount. In the event than an employee's vacation bank does exceed the maximum allowable amount, the employee must be given ninety (90) days written notice in which to reduce their vacation bank. In the event that the employee, after bring so notified, fails to reduce his/her vacation bank, the Employer shall reduce the amount of the employee's vacation bank by scheduling vacation time for said employee. The mandated vacation time schedule by the Employer for said employee shall not reduce the employee's vacation bank lower than the maximum amount of hours allowed in this agreement.

ARTICLE 30 – LAYOFF AND RECALL

30.01 In a case of layoff of bargaining unit employees, the Employer will notify the Union fourteen (14) days in advance of the effective date of the pending layoff. The Employer and the Union shall meet to discuss possible alternatives.

30.02 All layoffs in the Richland County Emergency Management Agency shall be strictly by **BARGAINING UNIT** seniority as determined by **THE LAST** date of hire. Recall shall be in reverse order.

30.03 Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled, in the reverse order of their layoff.

- 30.04 Notice of recall shall be sent to the employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.
- 30.05 The recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified.
- 30.06 Bargaining unit employees shall have five (5) calendar days following notice to the Union Representative to notify the Employer of his/her intention to return to work and shall have ten (10) days following notice to the Union Representative to report for duty, unless a different date for returning to work is otherwise specified.

ARTICLE 31 – PERFORMANCE EVALUATIONS

- 31.01 Performance Evaluations. Signatures of employees shall be required on performance evaluations, and such signing will only mean the employee has read the evaluation. No subsequent comments may be made by the Employer or his designee on the record copies once signed by the Employee. An employee has the right to respond in writing to a performance evaluation and said response shall thus become a part of the record.
- 31.02 Employee evaluations shall normally be done by the employee's immediate supervisor.
- 31.03 An employee shall be given a copy of any performance evaluation upon written request.
- 31.04 Performance evaluations will be kept on file for two (2) years in the employee's personnel file. When a performance evaluation becomes more than two (2) years old from the date of signing by the Employer, said performance evaluation shall be removed from the employee's personnel file.

ARTICLE 40 – MISCELLANEOUS

- 40.01 **A DESIGNATED PARKING AREA** will be provided for evening and night shift dispatchers, at a location close to the rear entrance to the building, on a first-come first-serve basis. Time to move into the parking spaces will be given to the dispatchers who were not able to park in the parking spaces at the beginning of the shift without any dock in pay.
- 40.02 Employees shall not use Employer's copier for personal use without permission of the employer.
- 40.03 **SHOULD ANY CURRENT NON-BARGAINING UNIT EMPLOYEE BE MOVED INTO THE BARGAINING UNIT, THE EMPLOYEE SHALL BE GIVEN CREDIT FOR ALL CONTINUOUS YEARS OF CONTY SERVICE FOR PURPOSES OF PLACEMENT OF THE SALARY SCHEDULE.**

ARTICLE 41 – MINIMUM STAFFING

- 41.01 Every effort shall be made to maintain three (3) persons on duty during the night shift (C watch), three (3) persons on duty during the day shift (A watch) and three (3) persons on duty during the evening shift (B watch) at all times, except on Friday and Saturday on the evening shift when a minimum of four (4) dispatchers shall be on duty. During "all hands day" there shall be **THREE (3)** dispatchers on duty for each shift. **DURING STEP GRANT DAYS, THERE SHALL BE THREE (3) DISPATCHERS ON DUTY FOR EACH SHIFT WITH THE EXCEPTION OF B WATCH WHERE THERE SHALL BE FOUR (4) DISPATCHERS ON DUTY.** It is understood that due to sudden illness, injury or other unforeseen circumstances (personal emergencies, inclement weather, etc.) staffing levels may temporarily fall below this directed level. The above shall apply once staffing levels of **EIGHTEEN (18)** full-time, dispatchers, who have completed training, has been reached.


THOMAS R. SKULINA

DATE: June 11, 2009

THOMAS R. SKULINA

ATTORNEY AND COUNSELOR AT LAW

24803 DETROIT ROAD
UNIT 8
WESTLAKE, OHIO 44145
tskulina@sbcglobal.net

STATE EMPLOYMENT
RELATIONS BOARD

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TELEPHONE
(440) 898-1911
FAX
(440) 898-1625

June 11, 2009

SERB Employment Relations Board
65 East State Street
12th Floor
Columbus, Ohio 43215-4213

ATTN: EDWARD E. TURNER
ADMINISTRATOR, BUREAU OF MEDIATION ✓

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(FACT-FINDING)**

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Dear Mr. Turner:

Enclosed herein, please find a Fact-Finding Report, in regard to the above-captioned matter.

Thank for your courtesy and cooperation herein.

Very truly yours,



Thomas R. Skulina

TRS/cad
Enclosure

cc: Mark Drum w/copy Enclosure
Harry Welsh, Esquire w/copy Enclosure