

BACKGROUND

The **City of Chillicothe**, hereinafter called the “City” and/or the “Employer”, recognizes the **Fraternal Order of Police, Lodge No. 59**, hereinafter called the “FOP ” and/or the “Union”, as the collective bargaining agent for all City employees in the Police Department in the positions of Clerk, Communication Officer, Police Officer, and Police Sergeant

The City of Chillicothe, Ohio, is located approximately fifty miles south of Columbus, Ohio. It is the county seat of Ross County, Ohio. The City has a population of about 21,000 residents. The above identified bargaining unit numbers about 52 employees in the Police Department.

The parties engaged in good faith bargaining of a successor Collective Bargaining Agreement (CBA, Agreement, and/or Contract) that expired **December 31, 2008, for the period of January 1, 2009 - December 31, 2010**. Upon reaching a state of impasse, the unresolved issues were submitted to Fact Finding pursuant to terms of ORC 4117.

Prior to impasse, the parties had reached Tentative Agreement including those terms brought forward by mutual agreement of the parties without change from the expiring agreement. Only the specific Articles and subsections thereof, specifically identified below remain unresolved and at impasse. All other terms of such open Articles are to remain as written in the Contract.

The following are the terms remaining at impasse with the position regarding each issue by the respective parties.

This Fact Finder was appointed to this matter by the State Employment Relations Board (SERB). A Fact Finding Hearing was convened at the Employer's administrative offices in **City Conference Room, Chillicothe, Ohio, on January 23, 2009.**

The Hearing was adjourned after the parties indicated they had nothing additional to submit on behalf of their position regarding the remaining unresolved issues and affirmed having a fair and ample opportunity to set forth their respective position. Further determination in this case is made in compliance with ORC 4117.14(C)(4)(e), and related rules and regulations of the State Employment Relations Board.

The following factors were given due consideration in making the recommendations in this Award:

1. Past collective bargaining agreements 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 public service or in private employment.

Summary of Issues and Last Position of Items at Impasse

Employer Position	Issue	Union Position
Retain current language.	Article 12.15 Corrective Action and Personnel File	Reduce max. time limits for certain disciplinary infractions remain on active file.
Retain current language.	Article 17.08 Hours & OT Ct. App.	Off-Duty report time for Court Duty min. 4.5 hrs.
Retain current language.	Article 23 Vacations	Revise tier two schedule
Base rate: inc. 3%, 1%, 1% retro annual.	Article 24.1 Wages	Base rate: inc. 5%, 5%, 5% Inc. retro annual.
Steps: Retain current lang. Retain current language.	24.8 Pension Pickup	Steps: Adjust and inc. Add City contribution of 2%.
Reject Union proposal.	Article: New Employee Deferred Comp. Program	Employer to make a matching 5% contribution of employee's contribution.
Propose employee contribution of 10% premium cost of current medical ins. and drug insurance cost. Other coverages to remain per current language.	Article 25 Insurance	Employee contribution rate increase Feb. 1, 2009, to a max. monthly rate effective Jan. 1, 2011: \$55.00/Single; \$80.00/Dual and & 90.00/Family

FACT FINDER'S FINDINGS AND DETERMINATIONS

General

The vast majority of terms at impasse has economic impact. The City, while expressing strong concern regarding declining traditional income from external Federal and State resources to the City as well as from local the private sector due reflect less than financial optimistic conditions in any long range fiscal planning. However, there is no claim of an inability to pay .

The City does argue that under current economic conditions it would not be prudent agree to increases and new economic positions put forth by the Union and considers the economic package put forth by the Union extremely unrealistic.

The City also notes that it is currently faced with a 16% increase in cost to retain a continuation of the current medical and drug insurance benefit coverage. The employees do not make an appropriate financial contribution nor is the fixed dollar amount equitable for Individual, Dual and Family coverage. The Union has proposed an increase in a bargaining unit member contribution rate in a dollar amount, however it did not address a more equitable contribution rate in its proposal.

While the Union did acknowledge recognition of the instability of the economic climate, it contends it is a duty to represent the interest of the bargaining unit to the greatest degree possible. Even with the City's statement that its study of potential alternatives includes possible lay-off and reduction in force, no reaction was offered regarding the consequences of such an action. The Comparables entered into the record were of limited assistance in this case. Other City bargaining units remain still to reach closure leaving local comparables also offering a limited basis of reference.

Economics

It is a general principle applied in interest arbitration (i.e. Fact Finding/Conciliation) that economic cost factors that can be reasonably considered in context to a base wage increase or decrease, should be given such consideration for the duration of the Contract. Such is considered most relevant in this instant case in consideration the City's current and projected funding and operational pattern for the period of time that the Contract will be in effect.

The number of economic issues remaining at impasse considered in view of local financial conditions gives cause to make a recommendation is more appropriate when viewed in totality of the issues. The recommendation put forth includes all terms to be included in the Contract and acted upon by the parties in keeping with provisions of ORC 4117 and SERB Rules and Regulations. The following recommendations are considered appropriate. It is recognized that the City retains authority and available actions to address serious financial declines during the life of the Contract.

This gives cause for this Fact Finder to recommend a wage and benefit package of the unresolved issues at impasse as well as the totality of the terms of the labor agreement between the parties in this case. Local financing resources reflect a rather steady level for the past few years reflecting the economic turmoil confronting the Nation as well as the City. Such findings are determined less than supportive of major increases in wage and benefits for the employees in this bargaining unit. It is noted that there are two additional bargaining units as well as a number of non-union represented employees of the City. However, this process addresses only members of the bargaining unit over which this Fact Finder is responsible.

The Union's position on the issues at impasse are considered too aggressive and lack persuasive rationale to support the increases sought at this time. The City's rationale, while making a strong argument, is not persuasive in its level of increased funding and provision of benefits to this bargaining unit.

“Non-economic Issues”

Article 12.15 - Corrective Action and Personnel File

This issue appears to have had limited time and effort offered to attain resolution between the parties. There is no argument offered of urgency for the resolution of this matter arising from any administrative abuse in interpretation or application of rules and contract terms.

The terms, as set forth in the expiring agreement, were agreed to by the parties. It is determined for the above cited reasons and likely greater attention extended to the economic issues, that this matter should remain in its current language.

Article 13.3 - Grievance Procedure - Civil Service

It is noted that the Grievance Procedure language limits the final resolution, as set forth in the expiring agreement, to include “either/or language” to the final resolution. The terms of the Grievance procedure, in this instant case, ultimately end in final and binding arbitration. The language denies the use of both recourse through Civil Service and arbitration for final resolution of grievances. The parties agreed to this provision and it is determined that a change, such as proposed by the Employer, would be better accomplished by negotiations and resolution between the parties.

RECOMMENDATIONS

The following issues at impasse are recommended to remain in the same language as found in the expiring agreement without change, except if mutually agreed to by the parties:

Article 13.3 Grievance Procedure -Civil Service

Article 17.08 - Hours & Overtime - Off Hour Court Appearance

Article 23 - Vacations

Article 24.1 Pay Rate Scale

Article 24.8 - Pension Pickup

The following issue at impasse is not recommended to be included in the Contract:

Article (New) - Employee Deferred Compensation Program

The following issues are recommended to be entered into the Agreement as provided in the following:

Article 24.1 Wages, Base Rate

Effective January 1, 2009, the base wage of the pay schedule will be increased by three percent (3%). Effective January 1, 2010, the base wage rate of the pay schedule will be increased three percent (3%). Effective January 1, 2011, the base rate of the pay schedule will be increased by three percent (3%).

Article 25.1 Insurance

The employee monthly contribution amount shall be ten percent (10%) of the individual total Single, Dual, and Family premium rate. Such shall apply to medical and prescription drug coverage benefit levels as provided in the expiring labor agreement.

Duration:

It is recommended that the terms of the Contract be effective as of January 1, 2009 and continue through December 31, 2011.

TOTALITY OF AGREEMENT

- This will affirm the foregoing report, consisting of **10 pages**, includes the determinations, and recommendation of the unresolved issues put before the Fact Finder in this matter.
- The Agreement will include all terms tentatively agreed to by the parties prior to, and at Fact Finding, the recommendations of the Fact Finder and all terms of the successor agreement not a subject of bargaining or lacking action of the parties to remove from continued force and effect in the Agreement.

To the best of my knowledge, said Report and the included determinations comply with applicable provisions of the Contract between the parties, applicable Sections of ORC 4117 and related SERB Rules and Regulations.

I therefore affix my signature at the City of Galion, in the County of Crawford, in the State of Ohio, this date of February 2, 2009.


John S. Weisheit, Fact Finder

**WEISHEIT
ARBITRATION**

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COPY

February 2, 2009

**Brenda Goheen,
FOP Representative
FOP Lodge N. 59
2915 Twp. Rd. 155
Cardington, OH 43315**

**William J Smith, Employer Negotiator
Human Resources Dept.
City of Chillicothe
35 S. Paint St.
Chillicothe, OH 45601**

Case no(s):	SERB 08-MED-09-0947-0948, 0949
Parties:	FOP LODGE 59 V CITY OF CHILLICOTHE
Issue:	Fact Finding
Site:	OH

Mr. Smith and Ms. Goheen:

Enclosed is the Fact Finding Award in the above cited case. Also included find the Invoice for professional services and related expenses. This is submitted in keeping with the terms of the Contract and understandings at the Hearing.

Also enclosed find a signed Form W-9.

Thank you for the opportunity to be of service.

Sincerely,

John S. (Jack) Weisheit

JSW:jw

cc: SERB

enc.

CERTIFICATE OF SERVICE

This will affirm the a copy of the attached Opinion and Award has been submitted by USPS First Class, as of the date set forth below, to following parties:

For the Employer	For the Union	For SERB
William J Smith, Employer Negotiator Human Resources Dept. City of Chillicothe 35 S. Paint St. Chillicothe, OH 45601	Brenda Goheen, FOP Representative FOP Lodge N. 59 2915 Twp. Rd. 155 Cardington, OH 43315	Edward Turner, Administrator STATE EMPLOYMENT RELATIONS BOARD 65 E. State St., 12 th Flr. Columbus, OH 43215-4213

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 S. Weisheit, Conciliator

Date: February 2, 2009