

**FACT-FINDING REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
March 22, 2009**

STATE EMPLOYMENT
RELATIONS BOARD

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In the Matter of)
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Stark County Board)
Of Commissioners)
)
And)
)
Fraternal Order of Police,)
Ohio Labor Council)

**08-MED-10-1204
911 Operators**

APPEARANCES

For the Commissioners
Leslie I. Kunz, Esquire
Kruglial Wilkins Griffith & Dougherty

For the FOP/OLC
Rick Grochowski
Staff Representative

Fact-Finder, Marc A. Winters

BACKGROUND

The Fact-Finding involves the Stark County Board Of Commissioners, (hereafter referred to as the "Employer") and the Fraternal Order of Police, Ohio Labor Council, (hereafter referred to as the "Union"). The Union's bargaining unit is comprised of approximately seventeen (17) 911 Operators and is in accordance with SERB rules.

Nine (9) Operators work 40 hours per week; Three (3) Operators work 32 hours per week; Three (3) Operators work 16 hours per week; and, Two (2) Operators work an "on call" or "fill in" schedule. Operators take calls and forward them to the appropriate Dispatch Centers.

The 911 center is a twenty-four (24) hour operation whereby funding is generated by a five (5) year 911 levy.

In a letter, dated January 6, 2009, the State Employment Relations Board duly appointed Marc A. Winters as Fact-Finder for this matter under the Ohio Administrative Code Rule 4117.

The parties to this fact-finding have had an ongoing bargaining relationship. The most recent collective bargaining agreement between the parties, a three (3) year agreement, expired on January 31, 2009. The parties have met on numerous occasions, approximately five (5) sessions, to negotiate a successor agreement and have signed approximately five (5) tentative agreements. Although successful in resolving most issues, the parties, unable to reach an Agreement, declared impasse and proceeded to Fact-Finding.

The parties have a signed extension agreement whereby they have agreed to extend the time period for the issuance of the findings of fact and recommendations of this Fact-Finder.

The Fact-Finding Hearing and mediation was conducted on Wednesday, March 18, 2009, in the 911 Operator's Offices, Canton, Ohio. The Fact-Finding Hearing began around 10:00 A. M., and was adjourned at approximately 1:00 P. M.

Mediation during the course of Fact-Finding was attempted. Although the mediation, at face value, did not resolve the issues, at that point, it gave this Fact-Finder a thorough understanding of each parties respective position and helped to narrow the differences between the parties so that this Fact-Finder could now write this Report

This Fact-Finder would like to convey his appreciation not only for the courtesy and cooperation given to the Fact-Finder by both parties, but to each other as well.

The Hearing/Mediation was conducted in accordance with the Ohio Public Employee Bargaining Statute set forth in rule 4117. Rule 4117-9-05 sets forth the criteria this Fact-Finder is to consider in making recommendations. The criteria are:

1. Past collectively bargained agreements, if any.
2. Comparisons 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, given consideration to factors peculiar to the area and classification involved.
3. The interest and welfare of the public, and the ability of the public employer to finance and administer the issue proposed and the effect of the adjustments on the normal standards 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 determining of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or private employment.

In addition to, the testimony given and the evidence presented, taking into consideration the Ohio Rule 4117 criteria, internal and external parity, this Fact-Finder studies and relies on various Collective Bargaining Agreements, Fact-Finding Reports and Conciliation Awards, as posted online by SERB, in writing this and any Fact-Finding Report.

Any and all items or proposals not previously agreed upon or specifically addressed within this Report are considered to be withdrawn. Any and all items or proposals agreed to and any tentative agreements made prior to the date of this Report, that are not specifically addressed in this Report, are recommended to be incorporated into the new Agreement. The Parties have approximately 5 signed tentative agreements.

Except as recommended and/or modified below or mentioned above, the provisions of the predecessor agreement are to be incorporated into the new Agreement without modification.

Where this Fact-Finder recommends changes, it may be sufficient to indicate the change only without quoting the exact language of the parties proposals.

The following five (5) issues are the issues that were considered during the Fact-Finding Hearing on March 18, 2009.

ISSUE NO. 1,	ARTICLE 9, SUCCESSOR CLAUSE
ISSUE NO. 2,	ARTICLE 26, HOURS OF WORK AND OVERTIME
ISSUE NO. 3,	ARTICLE 27, MEDICAL INSURANCE

ISSUE NO. 4, ARTICLE 40, DURATION
ISSUE NO. 5, APPENDIX A, WAGES

RECOMMENDATIONS

ISSUE NO. 1, ARTICLE 9, SUCCESSOR CLAUSE

EMPLOYER POSITION:

The County, in anticipation of a major reorganization of their 911 System, whereby the current 911 Operators classification would be abolished and countywide dispatching services be transferred to the new Stark County Council of Governments, have proposed new language to effectuate that reorganization.

UNION POSITION:

The Union has requested language that would guarantee and protect their members jobs and have requested an eight (8) month wage severance package for those employees who do not elect to transfer to the new facility.

DISCUSSION AND RECOMMENDATION:

The totality of the discussion, between the parties, revolves around providing training and continued employment for the new center, should the reorganization occur. The County has stated a need for all current employees to be trained and after successful completion of the training and receiving the required certifications, to be offered full-time jobs at the new center.

Therefore this Fact-Finder recommends the following language to be added to Article 9:

During the term of this Agreement, should the Stark County 911 System be reorganized, the 911 Operators classification be abolished and countywide dispatching services be transferred to the Stark County Council of Governments (SCOG), the following will occur:

Each and every bargaining unit member, as of the effective date of the reorganization will be offered the opportunity to attend dispatch training fully paid for by the County.

Upon the successful completion of the training and any required certifications, each bargaining member will be offered full-time employment with the SCOG countywide dispatch unit.

Should an employee be deemed to have unsuccessfully completed the training and any required certifications, such determination will not be made on an arbitrary, capricious or unreasonable basis.

Upon the successful completion of the training and any required certifications, each bargaining member will be given a \$500.00 training bonus, provided they accept employment with the SCOG countywide dispatch unit.

Upon the successful completion of the training and any required certifications, current employees not wanting full-time employment will be offered part-time position, if available, prior to the hiring of part-time employees not employed by Stark County 911.

Since it is the goal of the County to employ all current 911 operators and in accordance with the above recommended language, this Fact-Finder believes that any type of a severance package, at this time, is not warranted.

ISSUE NO. 2, ARTICLE 26. HOURS OF WORK AND OVERTIME

EMPLOYER POSITION:

The County proposes new language regarding employees clocking in and out from work based on a new time clock system being implemented throughout the entire County.

UNION POSITION:

The Union opposes the new time clock system, contending that it is not necessary.

DISCUSSION AND RECOMMENDATION:

Currently the employees, in this bargaining unit, scan badges, log onto their computers and fill out time sheets.

The County has decided to implement a new time clock system, Countywide, called Cronus, whereby an employee signs in by the use of his/her fingerprint for identification. This system, among other functions, inputs an employees hours of work into the payroll system. In other words, to get paid, an employee needs to clock in under this new system. To date the County has already implemented this system in the County's Records Department, the Dog Warden's offices, and the Building Inspection Department. Those offices and departments covers both represented and non represented employees. The 911 offices are scheduled next.

Although the Union objects to the County switching systems, the County has that right to modernize their system, which is generally not a negotiable item. However, the affects of the new system is negotiable. Absent of viable reasons as to why the Union negotiators actually object, this Fact-Finder recommends the following language which will include normal protections for employees facing this new time clock system.

The following language is recommended to be added as a new paragraph to Section 1:

All employees must clock in and out. Failure to clock in or out in a timely manner will subject the employee to progressive discipline.

Should an employee have a valid business reason, health reason, operational reason or religious objection, for not using the Cronus system, for which the County is able to ascertain and substantiate through that employee, the County would then be required to make the appropriate accommodation for that employee.

ISSUE NO. 3. ARTICLE 27, MEDICAL INSURANCE

EMPLOYER POSITION:

The County is proposing to increase the premium cost for the health insurance. In 2009, an increase to 4% with a monthly cap of \$50 for family coverage and a monthly cap of \$25 for single coverage. In 2010, an increase to 5% with a monthly cap of \$65 for family coverage and a monthly cap of \$32.50 for single coverage. And then in 2011, an increase to 6% with a monthly cap of \$75 for family and a monthly cap of \$37.50 for single coverage.

The increases for 2011 would only be for one (1) month since the Collective Bargaining Agreement would expire January 31, 2011.

The County is attempting to increase the premium contributions that employees pay on a Countywide basis.

UNION POSITION:

The Union has proposed the status quo.

DISCUSSION AND RECOMMENDATION:

First, this Fact-Finder recognizes the benefits to the Employer by trying to have all employees on the same health care plan share or pay the same premium amounts. It's much easier to

administer, budget and it helps employee morale when each employee for the Employer/County is subject to the same premium share amounts.

Rising health care costs can adversely and directly contribute to financial problems for any Employer/County. Employers should attempt to reduce their exposure to the annual rising costs. Although the County has not argued an inability to pay more of the premium costs, they do argue that all employee should be subject to the same amount while the Employer tries to minimize their exposure. On the other hand, these employees have an interest in maintaining their current plan by trying to minimize their burden with respect to increased monthly premiums.

To make such an adjustment to an employee's wage, by increasing premium contributions, the Employer must respond with an adequate wage increase to offset any new increases in the amounts an employee will now pay towards their premium.

While this Fact-Finder believes that the Employer's proposal to be prudent, providing an adequate wage increase along with allowing those employees to have their contributions to be pre-taxed under a Section 125 Plan would help to ease such increases as requested by the County.

This Fact-Finder also finds that for 2011 only one month would apply, Any increases, there, should occur with the next round of bargaining.

In addition, since there is an Opt Out / Cash Out provision for non bargaining unit employees, the same should be made available to this bargaining unit as well.

It is this Fact-Finder's recommendation that the Employer's proposal be adopted with the following modifications.

Effective February 1, 2009, employees covered by the group health insurance plan with family coverage shall pay four percent (4%) of the premium costs in twelve (12) monthly increments with a monthly cap of \$50 for family coverage and \$25 for single coverage.

Effective January 1, 2010, employees covered by the group health insurance plan shall pay five percent (5%) of the premium costs in twelve (12) monthly increments with a monthly cap of \$65 for family coverage and \$32.50 for single coverage.

Said deductions will be made each month from the employee's payroll check, towards the monthly premium of the employee's insurance.

Employee contributions for the group health insurance plan will be eligible for pre-tax treatment under the County's Section 125 Plan.

With proof of other coverage, (though an Employer other than Stark County), an employee may elect to receive \$100 per month in lieu of participation in the Health Insurance Plan.

The above will replace the 2nd and 3rd paragraphs in Article 27.

ISSUE NO. 4. ARTICLE 40, DURATION

The Union and the Employer both appear to have accepted that a two year Agreement would suffice due to the possibility of the reorganization into the SCOG countywide dispatch unit.

Therefore, the recommendation is for a two (2) year Agreement, effective February 1, 2009 through January 31, 2011.

ISSUE NO. 5, APPENDIX A, WAGES

UNION POSITION:

The Union has proposed wage increases as follows:

Effective February 1, 2009	12.25%
Effective February 1, 2010	12.75%

The Union believes that these increases are needed to keep their 911 Operators competitive with other like Dispatchers in Stark County.

EMPLOYER POSITION:

The Employer has proposed not to increase wages for the term of this Agreement for the 911 Operators.

The County believes that under the economic conditions, a no wage increase should be appropriate.

DISCUSSION AND RECOMMENDATION:

In comparison purposes with the like jurisdictions in Stark County and surrounding communities, the 911 Operators are lower paid. However, their pay is not based on a comparable basis with Dispatchers because these Operators jobs are more limited in scope and skill set as compared to other Dispatchers. These Operators answer calls and then transfer them. They do not dispatch.

On the other hand, based on the County's finances, there is no dispute that the County can afford to give their 911 Operators a fair wage increase for the work that they do perform. Most recently the County's Job and Family Services workers and the Sanitary Engineering Department workers received 3% wage increases for the terms of their collective bargaining agreements.

This Fact-Finder must balance a fair wage increase for the 911 Operators, taking in account other wage items, the amount of the premium contribution, along with their needs to remain somewhat competitive within their external comparable market, and with the County's need for fiscal responsibility and concerns for internal consistencies and parity.

Based on the evidence provided, the testimony given and the previous health care discussion with the Employer's need to respond with an adequate wage increase for the increase in premium contributions, this Fact-Finder makes the following recommendation.

Effective February 1, 2009,	3% wage increase (Retroactive)
Effective February 1, 2010,	3% wage increase



Marc A. Winters
Marc A. Winters, Fact-Finder

MARC A. WINTERS

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March 22, 2009

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EMPLOYMENT
RELATIONS BOARD

Re: SERB Case No. 08-MED-10-1204 - Fact-Finding Report
FOP/OLC & Stark County Commissioners (911 Operators)

Advocates:

Enclosed is a copy of my Report and invoice relative to the above-referenced Fact-Finding. It has been a pleasure to assist you in this matter, and I will look forward to the opportunity to be of service in the future.

Sincerely,



Marc A. Winters
Arbitrator/Fact-Finder

cc: SERB