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IN THE MATTER OF FACT FINDING

BETWEEN

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

AND

CITY OF GENEVA OHIO

SERB CASE # 11-MED-09-1359

Robert G. Stein, Fact-finder

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INTRODUCTION

The parties to this matter are Ohio Patrolmen's Benevolent Association (hereinafter "Union" or "Association") and the City of Geneva, Ohio (hereinafter "Employer", "City"). The Employer is located in northeast Ohio. The bargaining unit is comprised of approximately nine (9) employees who work as full time police officers for the City. The parties opted to attempt to mediate a resolution to their differences instead of going directly to fact finding. The fact finder assisted the parties in moving closer on the issues in dispute, but a mutually agreeable tentative agreement was unable to be reached without the issuance of a formal fact finding report. The parties agreed to a MAD procedure and a final mediation/fact finding session was held on Friday, May 25, 2012.

General/State/Local Economic Overview: Continued concern and widespread general uneasiness appears to be an apt characterization of the state of the current international, national economy and the local economy that by virtue of world interdependence can be impacted by the economic misfortunes of a small European country(s) located several thousands of miles away. The economy in Ohio continues to show signs of slow improvement from a very severe national recession that remains subject to the financial health of the United States and other countries, particularly those who are currently facing considerable debt in Europe, not to mention growing debt obligations of the United States. It remains to be seen if Greece will adequately address its economic problems and whether others such as Spain will become the next major crisis to plague the financial markets. But that is just one set of concerns; others include high unemployment in many parts of the country, a housing market that is just showing signs of recovery, the future of national health care, a presidential election, just to name a few. Just a few months ago, substantial swings in the stock market on a weekly and sometime daily basis were commonplace. Then came a period of sustained growth and stability from January through April generating a cautiously optimistic outlook that has now again shifted as the U.S. Stock Market has given back its 2012 gains and job creation has slowed considerably. What Americans have experienced from 2008 until the present has left a lasting impression about the uncertainty and fragility of the future.

The national unemployment rate is currently 8.2%, up from 8.1% a month ago. All the news is not underscored with tentativeness; there are pockets of recovery and some employers are doing well and continue to do well in the aftermath of the recession. Detroit automakers are experiencing a comeback, extra shifts are being added, and that is particularly good news for neighboring Ohio. The facts indicate that Ohio is in a very slow recovery that is still plagued by a lack of jobs that pay a living wage. Moreover, there are countless numbers of unemployed people who have, for the time being, stopped looking for work and are not counted among the

unemployed. Hopefully, they will reenter the job market and find meaningful employment. Foreclosures in Ohio continue to rise in 2012. Several months ago what has been called the great recession was declared to be officially ended. Yet, for people in Ohio who are unemployed, underemployed, have experienced dramatic declines in their home values, face foreclosure, have given back benefits and paid days, have foregone wage increases for years, and have been laid off, such declarations ring hollow.

The Employer and the bargaining unit appear to be well aware that in Ashtabula County and in the City of Geneva there exists high unemployment and currently few prospects for significant economic growth in the near future. The City, like many other public entities in Ohio has not only been affected by the general economy, it has suffered cuts in Local Government funding and a decline in local revenue due to rising unemployment and a decline in housing values.

And as a prelude to the parties declaring impasse, other bargaining units in the City have agreed to one year agreements IAFF, LIUNA (Wastewater and Street Departments and OPBA Dispatchers), that established a pattern. Patterns can be of great significance in resolving disputes, depending on the nature of the issues involved. Approximately four (4) negotiations sessions were held prior to impasse and the involvement of the fact finder. The issues brought to fact finding by the parties in broad terms are Overtime, Family Medical Leave, Wages, Insurance, Compensatory Time, Part-Time (Fixed Position), and Duration. Mediation sessions were held on March 9, 22, and finally on May 25, 2012. Negotiations were also marked by the filing of unfair labor charges. During the periods between mediation, the parties and at times the fact finder, were involved in periodic dialogue to bring about resolution to the unresolved issues. Clearly the parties have in good faith attempted to resolve their differences through mediation while in the fact finding process and they should be recognized for this continued effort. However, the OPBA patrol unit and the City had some unique issues to address that led to prolonged negotiations and mediation. As a result of their efforts and with the assistance of the fact finder, the attached Memorandum of Agreement was the product of their efforts, and in the opinion of the fact finder represents a fair resolution of the outstanding issues for the remainder of 2012.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C) (4) (E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made.

The following Memorandum of Agreement was reached by the parties on or about May 25, 2012. It is the determination of the fact finder, who extensively participated in the mediation process, that the MOA cannot be improved upon to either party's advantage and represents the very best resolution of the issues for the remainder of 2012. It is recommended by the fact finder as a resolution to all outstanding and unresolved issues in this proceeding. Said Memorandum shall be formally executed by the parties following ratification:

**Memorandum of Agreement and Resolution of SERB Case No. 11-MED-09-1359
City of Geneva and the Ohio Patrolmen's Benevolent Association, Sergeants and Patrol
Officers Bargaining Units.**

The Parties agree to the following terms as the final resolution for SERB Case 11-MED-09-1359:

1) The Parties agree to a one-year Collective Bargaining Agreement effective January 1, 2012 through December 31, 2012. A sign off sheet is attached to this document.

2) The Parties agree the hourly wage rates under Article 34 - WAGES, Section 1 shall remain at the January 1, 2011 levels for the term of the Agreement – January 1, 2012 – December 2012. A sign off sheet is attached to this document.

3) The Parties agree that under Article 39 - INSURANCE, Section 1 the City shall continue to fund the High Deductible Health Plan (HDHP) paired with a Health Care Savings Account (HSA) at the 2012 rates until December 31, 2012. A sign off sheet is attached to this document.

4) The City shall retain the right to establish a "Fixed Part-Time" position. This position may be scheduled up to forty (40) hours per week. This position will normally be scheduled for one shift on Saturday, one shift on Sunday and twenty-four (24) hours the remainder of the workweek. Hours scheduled to be worked by the "Fixed Part-Time Position" shall be outside the 50/50 provisions of Article 22 - OVERTIME.

5) Paid-Time-Off for any combination of Vacations/Holidays/Personal Days shall be limited to two (2) Bargaining Unit Employees on any given day.

6) The Chief of Police and/or his designee may allow a third (3rd) Bargaining Unit member to schedule a Personal Day under the following limited circumstances:

a) The Parties acknowledge the scheduling of any Paid-Time-Off shall be subject to the Chief's approval and based on operational needs of the Geneva Police Department.

b) The flex officer may be moved to cover the third (3rd) Bargaining Unit member off on a Personal Day with no time limit restrictions.

c) No Full-Time overtime shall be caused by the granting of a third (3rd) Personal day. Said Personal day may be filled by a Part-Time Officer outside the 50%/50% provisions of Article 22 – OVERTIME. The Full-Time Officer requesting the Personal Day shall be responsible for arranging the Part-Time coverage.

7) The Chief of Police shall make a good faith effort to insure there are no shifts scheduled with only one (1) Police Officer.

8) Given Agreement on items 1 through 7 above the City of Geneva would agree to withdraw their SERB Unfair Labor Practice filed March 3, 2012. The Ohio Patrolmen's Association would agree to withdraw their arbitration request of February 28, 2012 for Grievances GPD 2012-01, 02 and 03.

9) This Memorandum of Agreement shall attach to the Parties' January 1, 2012 to December 31, 2012 Collective Bargaining Agreement and shall be in effect for the term of this Agreement including any extensions of this January 1, 2012 through December 31, 2012 Collective Bargaining Agreement.

Agreed to by the Parties this _____ day of _____ 2012 by:

For The Ohio Patrolmen's Benevolent Association

Daniel J. Leffler, Esq., OPBA Attorney _____

Roger Wilt, OPBA Director _____

Douglas Zetlaw, OPBA Representative _____

For The City of Geneva

James Pearson, City Manager _____

Chief Daniel Dudik, Geneva PD _____

Captain Gregory Wiley, Geneva PD _____

Nicholas Codrea, Labor Consultant _____

TENTATIVE AGREEMENT

During negotiations and during and following impasse proceedings, the parties reached tentative agreements on several issues. The Memorandum of Agreement identified above, any and all tentative agreements, and any unchanged current language are part of the recommendations for a successor Collective Bargaining Agreement contained in this report.

The fact finder respectfully submits the above recommendations to the parties this 7th day of June 2012 in Portage County, Ohio.

A handwritten signature in black ink, appearing to read "Robert G. Stein", is written over a horizontal line. The signature is stylized with a large, sweeping initial "R".

Robert G. Stein, Fact finder