

**FACT FINDING REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
May 8, 2014**

IN THE MATTER OF FACT FINDING BETWEEN:

Columbus & Franklin County
Metropolitan Park District, Employer

and

Fraternal Order of Police, Ohio Labor
Council, Inc. Union

CASE NO. 2013-MED-11-1518

FACT FINDER: Howard B. Tolley Jr.

Fact Finding Hearing: Wednesday April 16, 2014

Appearances

FOP/Ohio Labor Council Inc.

Tracy Rader Staff Representative FOP/OLC
Joshua Hough, Park Officer
Scott Hoy, Park Officer

Columbus & Franklin County Metropolitan Park District

Traci Martinez, Attorney
Renee Telfer, Human Resources Director
Don Yablonski, Manager Park Operations

Introduction

At 10 a.m. on Wednesday April 16, 2014 the parties convened for a fact finding hearing at the Columbus Metro Parks Office in Westerville and agreed to the fact finder's offer of mediation.

By 2:00 p.m. the parties had reached agreement on all outstanding issues and requested the fact-finder to incorporate the mediated settlement into this fact-finding report.

REVISED CONTRACT LANGUAGE

ARTICLE 20 **COMPENSATION/WAGES**

Section 20.1. The pay range for Bargaining Unit Members shall be \$16.18/hour (minimum) - \$24.30/hour (maximum) for the duration of this Agreement.

~~Effective upon the first pay period following ratification, each Bargaining Unit Member hired prior to May 1, 2011 will receive a 1.5% increase.~~

~~Effective the 4 first full pay period in March 2012, each Bargaining Unit Member hired prior to ratification of this agreement will receive a 1% increase.~~

~~The Union and Metro Parks agrees to reopen the Compensation/Wages article only as of September 15, 2012.~~

~~Members of the bargaining unit after ratification will not receive an increase in 2011 or 2012.~~

After ratification of this Agreement and to be paid on the May 30, 2014 pay date, each bargaining unit member will receive a general increase of 2.2% and a one-time \$200 lump sum payment in recognition of the Park Rangers' contribution in achieving the strategic goal of "clean, safe, parks" as established in the Outstanding Merit Recognition program. During the following two years of this Agreement (2015 and 2016), Bargaining Unit Members will be eligible for either a General Wage Increase or a Merit Increase, whichever is greater, as described in the Sections below. The amount of the increase will be disbursed on the second pay check of March of each year.

Bargaining Unit Members who reach the maximum wage rate in their pay grade shall not have their pay rates increased but shall instead receive a lump sum payment equal to either the General Wage Increase or the Merit Increase that they would have otherwise been eligible for if they were not already at the top of their pay grade.

Section 20.2. General Wage Increase. During the second and third year of this Agreement (2015 and 2016), Bargaining Unit Members will be eligible for a general

wage increase of one percent (1.25%) during each year of this Agreement, to be effective the first full pay period of March of each year.

Section 20.3. Merit Increase. During the second and third year of this Agreement (2015 and 2016), Bargaining Unit Members will be eligible for a merit increase. For the term of this Agreement, merit increases will be awarded to Bargaining Unit Members on the same performance scale and the same percentage amounts as they are awarded to full-time non-bargaining unit Metro Parks' employees. For 2015 and 2016, the merit increase amount will be the same amount as awarded to non-bargaining unit employees.

The qualifications for and the amounts awarded as part of the merit program will be determined by Metro Parks and are not subject to the grievance procedure.

Section 20.4. Outstanding Lump Sum Merit Program. Upon ratification of this Agreement, Bargaining Unit Members are eligible for performance bonuses awarded as part of the Outstanding Lump Sum Merit Program. The qualifications for and the amounts awarded as part of this program will be determined by Metro Parks' management and are not subject to the grievance procedure.

Remaining Articles

All articles unopened by the parties and those Articles tentatively agreed (TA'd) to and resolved in negotiations and by mediation shall be incorporated in the successor agreement. Those sections and articles not changed by TA or the report shall be continued as current contract language.

If the parties find any substantive error in this report needing correction, a conference call should be arranged to discuss the concern, and a request may be filed with SERB for authorization to adjust the report [O.A.C Rule 4117-9-05(L)]. The mediator appreciates the courtesy extended by all individuals involved in the process.

CERTIFICATE OF SERVICE

I hereby certify that an exact copy of the foregoing Fact Finding Report has been served via electronic mail to Tracy Rader, Staff Representative, FOP, Ohio Labor Council trader@columbus.rr.com, Renee Telfer, Human Resources Director telfer@metroparks.net, Traci Martinez tmartinez@ssd.com and to the State Employment Relations Board, Columbus, Ohio Mary.Laurent@serb.state.oh.us on this 8th day of May, 2014.

Howard J. Tolley

Howard Tolley

May 8, 2014
Date