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FACT-FINDING REPORT

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

October 29, 2015

In the Matter of:

Warren County Commissioners)	
)	
and)	Case No. 14-MED-09-1314
)	
Warren County Dispatch Association)	

APPEARANCES

For the County:

Marc Fishel, Attorney
Stephanie Schoolcraft, Attorney
Dave Gully, County Administrator
Michael Bunner, Director
Melissa Bour, Operations Manager

For the Union:

Jessup Gage, Attorney
Brad Edrington, President
Dennis Rutter, Vice President
Joshua Moyer, Union Representative
Erin Carto Secretary

Factfinder:

Nels E. Nelson

BACKGROUND

The instant dispute involves the Warren County Commissioners and the Warren County Dispatch Association. The commissioners operate the county's Emergency Communications Center. It provides fire and police dispatch services and emergency communications in the county. The union represents the Call Takers and the Emergency Communications Officers who work at the center.

The instant dispute arises out of the parties' attempt to negotiate a successor agreement to the one that expired on December 31, 2014. Negotiations began December 10, 2014, and continued until June 8, 2015. When no agreement was reached, the fact-finding process was invoked.

The Factfinder was notified of his appointment on August 5, 2015. A fact-finding hearing was held on September 29, 2015. When mediation failed to produce a settlement, a hearing was held and this report was prepared.

The recommendations of the Fact Finder are based upon the criteria set forth in Section 4117-9-05(K) of the Ohio Administrative Code. They are:

- (a) Past collectively bargained agreements, if any, between the parties;
- (b) 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;
- (c) The interest and welfare of the public, and 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;
- (d) The lawful authority of the public employer;
- (e) The stipulations of the parties;
- (f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of issues submitted to

mutually agreed upon dispute procedures in the public service or in private employment.

ISSUES

The parties submitted five issues to the Factfinder. In order to expedite the resolution of the dispute, the parties agreed that the Factfinder could present his recommendations without summarizing the arguments and evidence they presented and without any rationale for his recommendations.

The Factfinder recommends the tentative agreements reached by the parties and the retention of the current contract language except for the following changes:

1) Article 18 - Hours of Work and Overtime/Call-Out Time/On-Call

Time/Court Time

Section 18.2. The standard work period for all bargaining unit employees shall consist of no more than forty (40) hours per each seven (7) calendar day work period. Currently, the schedule consists of two (2) work periods. The Employer retains the ability to change the schedule upon showing of good cause with at least sixty (60) days advance notice. Any schedule change will result in employees selecting their preference of shifts, according to seniority, except as set forth herein.

Section 18.13. The County and the Union shall establish a Work Schedule Committee. Should meetings be scheduled during employees' regular work hours, employees shall receive their regular pay. The purpose of the committee is to examine alternative work schedules for the Call Takers and the Emergency Communications Officers. The committee shall consist of two members appointed by the County Administrator and two members appointed by the Union President.

The committee shall study the impact of alternative work schedules on various aspects of the operation of the Emergency Communications Center and the jobs of the Call Takers and Emergency Communications Officers. First, it shall survey members of the bargaining unit and supervisors to obtain their input and preferences relating to work schedules. Second, the committee shall review studies of alternative work schedules. Third, the committee shall analyze data for the Emergency Communications Center relating to the impact of work schedules on absenteeism,

customer complaints, employee performance, fatigue, mistakes, overtime, recruitment and retention, shift coverage, sick leave usage, stress, training, and other factors.

No later than March 31, 2016, the committee shall submit a report to the County Administrator and the Union President. The report shall summarize the committee's findings and set forth the advantages and disadvantages and likely impacts of alternative work schedules for the Emergency Communications Center and the Call Takers and Emergency Communications Officers. The committee shall not recommend the adoption of any specific schedule.

2) Article 19 - Wages and Compensation

Section 19.1. Effective the beginning of the first pay period following January 1, 2015, the regular hourly pay rate for all bargaining unit members shall be increased by 3%.

Section 19.2. Effective on the first day of the first full pay period following January 1, 2016, the regular hourly rate of pay for all bargaining unit members shall be increased by 2.5%.

Section 19.3. Effective on the first day of the first full pay period following January 1, 2017, the regular hourly rate of pay for all bargaining unit members shall be increased by 2.5%.

3) Article 23 - Sick Leave

Section 23.6. Sick leave requests shall be approved or disapproved on a case-by-case basis and only for appropriate reasons. Sick leave usage, when approved, shall be charged in minimum units of fifteen (15) minute increments. Sick leave abuse and/or falsification of an application for sick leave or a practitioner's statement shall be grounds for disciplinary action. The Appointing Authority maintains the right to investigate any incident of absence or any request for sick leave use. The employee will submit to such medical examinations, nursing visits, or other inquiry which the Employer deems necessary which will be paid for by the Employer.

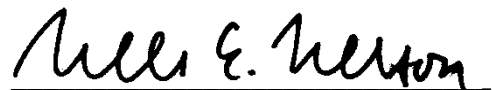
4) Article 33 - Insurance

Section 33.4. Bargaining unit employees shall receive the same Employer contribution to the Employer's HSA plan or plans as non-bargaining unit employees of the Board of County Commissioners for the same plan or plans on the same terms and conditions as the non-bargaining employees.

5) Article 38 - Duration

Section 38.1. Except where otherwise indicated, this Agreement shall be effective upon execution by the parties and shall remain in full force and effect through 11:59 p.m., December 31, 2017.

Section 38.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred eighty (180) calendar days prior to the expiration date. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.



Nels E. Nelson
Factfinder

October 29, 2015
Russell Township
Geauga County, Ohio