

FACT-FINDING REPORT

STATE EMPLOYMENT RELATIONS BOARD

STATE OF OHIO

January 26, 2017

In the Matter of:

City of Fremont)	
)	Case No. 2016-MED-10-1127
and)	Dispatchers & Records Clerks
)	
Ohio Patrolmen's Benevolent Association)	

APPEARANCES

For the City:

Aaron K. Weare, Management Consultant
Ken Myers, Safety Service Director
James F. Melle, Law Director
Dean Bliss, Police Chief

For the Union:

Joe Hegedus, Labor Council
Carrie Roob, Dispatcher

Factfinder:

Nels E. Nelson

BACKGROUND

The instant case involves the City of Fremont and the Ohio Benevolent Patrolmen's Association. The city consists of 8.57 square miles. In 2013 it had a population of 16,446 and a median household income of \$37,770 compared to \$48,081 in Ohio. The union represents four dispatchers and one records clerk.

The parties are negotiating a successor agreement to the one that expired on December 31, 2016. The parties held bargaining sessions on November 2, 8, 14, and 23, 2016. When no agreement was reached, the dispute was submitted to fact-finding. The Factfinder was notified of his appointment on December 2, 2016. The fact-finding hearing was held on January 16, 2017. When the Factfinder's efforts to reach a mediated settlement failed, this report was prepared.

The recommendations of the Factfinder are based upon the criteria set forth in Section 4117-9-05(k) of the Ohio Administrative Rules. 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 15 issues to the Factfinder. In order to expedite the resolution of the dispute, they agreed that the Factfinder should offer his recommendations without summarizing their positions or providing rationales for his recommendations. Where a change in the current contract language is recommended, the recommended contract language is provided.

1) Article 6 - Wages and Benefits, Section 6.1 - Wages

The Factfinder recommends the following contract language:

Section 6.1. Wages. Effective January 1, 2017, employees covered by this Agreement who are employed by the City on the date this Agreement is ratified by both parties, shall be paid in accordance with the following hourly rate schedule: (2.0% general increase).

DISPATCHER AND RECORDS CLERK	
Longevity Steps	Hourly Rate
Beginning rate	\$20.07
After one (1) year	\$20.11
After four (4) years	\$21.02
After seven (7) years	\$22.00
After ten (10) years	\$22.44

On January 1, 2018 and January 1, 2019, all wage steps shall be increased by an additional two percent (2%).

Where a new hire demonstrates outstanding qualifications or experience, the Chief of Police may assign the new employee to a step higher than the beginning rate. In no case, however, shall the step assigned to a new employee be higher than the five (5) year step.

2) Article 6 - Wages and Benefits, Section 6.6 - Additional Pay for Degree Completion

The Factfinder recommends the following contract language:

Section 6.6. Additional Pay for Degree Completion. A bargaining unit employee who receives an Associate's Degree in law enforcement or criminal justice, or a related field relevant to the work of the Department shall receive an additional payment of six hundred dollars (\$600.00) per year. For those who hold a Bachelor's Degree in one of these fields, the added annual payment will be eight hundred fifty dollars (\$850.00). An employee obtaining both an Associate's and a Bachelor's Degree shall only be entitled to the eight hundred fifty dollars (\$850.00). Upon application, a certified copy of a transcript shall be provided in order to obtain benefits under this Section. The added payment will be made by June 15 of each calendar year and will be made in a separate check.

3) Article 6 - Wages and Benefits, Section 6.9 - TAC Officer

The Factfinder recommends the following contract language:

Section 6.9. TAC Officer. The person assigned as TAC Officer shall receive an annual stipend of twenty-five cents per hour (\$.25) for all hours worked.

4) Article 7 - Hours of Work and Overtime, Section 7.3 - Basis for

Calculating Overtime

The Factfinder recommends the following contract language:

Section 7.3. Basis For Calculating Overtime. An employee in the classification of Dispatcher and Records Clerk shall be paid at one and one-half (1½) times his hourly base rate of pay for hours worked in excess of eight (8) hours on a regularly scheduled duty day and for hours worked on the first day in any workweek that he is not scheduled to work in accordance with his regular shift assignment.

For hours worked on the second day in any workweek that an employee is not scheduled to work in accordance with his regular shift assignment, he shall be paid at two (2) times his regular hourly rate of pay, provided he has also worked more than two (2) hours on the first day that he is not scheduled to work in his workweek. An employee is not entitled to pay of two (2) times his regular rate under this section in any workweek that he fails to perform any work on any of his regularly scheduled work days. For purposes of this section, a "day" shall be defined as beginning at 5:00 a.m. and ending at 4:59 a.m. the next calendar day.

Time worked for the purposes of this section shall include all time in pay status while the employee is actively performing the work of the classification assigned except sick leave.

5) Article 7 - Hours of Work and Overtime, Section 7.10 - Compensatory

Time

The Factfinder recommends the current contract language.

6) Article 11 - Holidays, Section 11.3 - Holiday Pay

The Factfinder recommends the following contract language:

Section 11.3. Holiday Pay. An employee who works straight time on any of the days on which the above holidays are observed shall receive one and one-half (1-1/2) times his regular straight-time holiday rate of pay for all hours worked on the holiday and an additional eight (8) hours of holiday pay at his straight-time hourly rate of pay. An employee who is granted any one of the above holidays off shall receive an additional eight (8) hours of holiday pay for the week in which such holiday falls. An employee may elect to accept another full day off in lieu of eight (8) hours of holiday pay, provided that the scheduling of such day off shall be with the prior approval of the Police Chief or his designee. Holiday pay for eligible employees shall be distributed as follows: Holiday pay for Thanksgiving and Christmas holidays shall be paid on the same payday as the actual December 25 day is paid and holiday pay for all other holidays shall be paid the last pay in November. An employee who works overtime on a Holiday will receive twice his hourly rate for all hours worked and an additional eight (8) hours pay at his straight time hourly rate of pay.

7) Article 11 - Holidays, Section 11.4 - Emergency Personal Leave

The Factfinder recommends the following contract language:

Section 11.4. Emergency Personal Time. Each non-probationary bargaining unit employee will be granted up to eight (8) hours of paid emergency personal time per calendar year. Such time must be used in minimum units of two (2) hours. The employee must give notification to the Police Chief, or his designee, to use emergency personal time and be approved before such absence will be granted. The approval will not be unreasonably denied. If emergency personal time is not used within the calendar year, it may be deferred and accumulated provided that such deferred emergency personal time is taken by March 1st the following year. If the employee who defers the emergency personal time chooses not to take this time off, he will be paid for the unused time.

Each non-probationary bargaining unit employee will also be permitted to utilize sixteen (16) hours of accrued paid time off, except sick leave, in four hour

increments earned under the provisions of Section 13.9 to use as emergency personal time during the calendar year in accordance with the provisions of this Section. No more than one (1) employee per bargaining unit per shift may utilize emergency personal time that creates an overtime situation.

8) Article 12 - Vacation, Section 12.1 - Amount of Vacation.

The Factfinder recommends the current contract language.

9) Article 12 - Vacation, Section 12.4 - Vacation Scheduling.

The Factfinder recommends the following contract language:

Section 12.4. Vacation Scheduling. Vacation scheduling shall be arranged with the prior approval of the Chief of Police or his designee. Insofar as practicable, vacation time off shall be granted at the times most desired by each employee, with the order of preference being determined on the basis of seniority. Regularly scheduled vacation shall take precedence over deferred vacation. Employees shall be entitled, subject to the foregoing requirements, to utilize vacation leave during all of the fifty-two (52) calendar weeks in the year.

Vacation for employees will be taken in accordance with General Operating Procedures Section 4.6.

Also, employees may schedule consecutive vacation in any denomination between 4 hours and 24 days and will not be limited to utilizing vacation leave time to the entire period between their regularly scheduled days off.

10) Article 16 - Insurance

The Factfinder recommends the current contract language.

11) Memorandum of Understanding Regarding Changes in the Health

Insurance Plan

The Factfinder recommends the Memorandum of Understanding be deleted from the contract.

12) Article 17 - Uniform Allowance, Section 17.1

The Factfinder recommends the following contract language:

Section 17.1. Upon beginning his employment with the City, a newly-hired employee shall receive, or be reimbursed for an initial issue of uniforms and equipment necessary to perform the job for which he was hired. A newly hired employee will receive a prorated annual allowance effective the next calendar year.

An employee in the employment of the employer on the first day of February will receive in a separate check no later than the first pay period in February, and annually thereafter, up to a maximum annual of seven hundred twenty-five dollars (\$725.00) for the purchase and/or maintenance of items of uniform and equipment authorized by the Chief of Police or his designee for wear or use by the employee.

13) Article 32 - Duration, Section 32.2 - Duration of Agreement

The Factfinder recommends the following contract language:

Section 32.2. Duration of Agreement. This Agreement shall be binding upon the City and Union effective January 1, 2017, and shall continue in full force and effect to December 31, 2019, when it shall expire, provided that if neither party gives the notice provided for in Section 32.3, this Agreement shall automatically renew itself for an additional term of one (1) year and all provisions shall remain in effect with the same force as during the original term thereof.

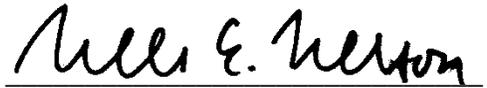
14) Article 32 - Duration, Section 32.3 - Notice of Bargaining

The Factfinder recommends the following contract language:

If either the Union or the City desires to meet for the purposes of negotiating wages, changes, and/or modification on the provisions of this Agreement, it shall give written notice of such desire to the other party by mail not more than one hundred twenty (120) nor less than sixty (60) days prior to December 31, 2019.

15) Tentative Agreements

The Factfinder recommends the adoption of the tentative agreements reached by the parties.



Nels E. Nelson
Factfinder

January 26, 2017
Russell Township
Geauga County, Ohio