

IN THE MATTER OF FACT-FINDING PROCEEDING

MAR 17 11 12 AM '97

BETWEEN

THE CITY OF GENEVA	(	Case Nos.	96-MED-09-0749
	)		96-MED-09-0750
and	(		96-MED-09-0751
	)		
OHIO PATROLMEN'S	(	Hearing Dates:	February 4, 1997
BENEVOLENT ASSOCIATION	)		February 28, 1997
	(		
	)	Findings & Recommendations:	
	(		March 17, 1997
	)		
	(		

Representing the City: John N. Barkan, Jr.

Representing the OPBA: Nicholas Codrea, Jr.

William J. Miller, Jr.  
Fact Finder

## **SUBMISSION**

This matter concerns fact finding proceedings between the City of Geneva (hereafter referred to as the "City") and Ohio Patrolmen's Benevolent Association (hereafter referred to as the "OPBA"). The State Employment Relations Board (SERB) duly appointed William J. Miller, Jr. as Fact Finder in this matter. The parties agreed to extend the submission of this report until March 20, 1997.

The Fact Finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law, and the rules and regulations of the State Employment Relations Board, as amended. Consideration was given to criteria listed in Rule 4117-9-05 (J) of the State Employment Relations Board. The City and OPBA previously engaged in the collective bargaining process for a period of time before the appointment of a Fact Finder and conducted additional negotiations prior to the Fact Finding proceedings at the City's Administrative Offices on February 4 and February 28, 1997. This Fact Finder on February 4, 1997 and February 28, 1997, attempted to mediate the unresolved issues. Mediation was unsuccessful, and the following issues were considered during Fact Finding:

1. Hospitalization
2. Overtime
3. Vacation years of service credit
4. Vacation deferral at retirement
5. Part time employees - time and one half on holidays
6. Sick leave
7. Rank differential
8. Wages
9. Longevity
10. Shift differential
11. Active pay status - Patrolmen

## **FINDINGS AND RECOMMENDATIONS**

### **(1) HOSPITALIZATION**

#### **RECOMMENDATION**

The City shall provide each full time employee with hospitalization and major medical coverage. All applicable deductibles shall be the total responsibility of each employee.

For the term of this Agreement, the City's financial support shall be limited to four hundred seventy five (\$475.00) per month for family coverage, and one hundred seventy five dollars (\$175.00) for single coverage. Costs realized above the city's financial caps, shall be paid by the employees through payroll deductions.

Additional coverage for prescription, dental, vision, and other possible coverages may be added, based on the selection provided by the City, conditioned on the approval of all City employee bargaining units. Any remaining amount, under the cap will be applied towards this coverage.

If an employee is covered by their spouse's medical coverage, said employee shall be eligible for the following cash payment, upon providing a written request to the City Manager. Payments shall be lump-sum in January of each year.

<u>Coverage Change</u>	<u>Payment</u>
Family to Single	\$ 500.00
No coverage	\$1200.00

## (2) OVERTIME

### RECOMMENDATION

Part time employees will be paid overtime in accordance with the applicable provisions of the Federal Wage and Hour Law.

## (3) VACATION YEARS OF SERVICE CREDIT

### RECOMMENDATION

For Police employees, the years of service for vacation shall be based on the Employee's anniversary date of hire. Full time employees shall receive credit for their City of Geneva part time employment in determining vacation entitlements.

## (4) VACATION DEFERRAL AT RETIREMENT

### RECOMMENDATION

During the term of the Agreement, representatives of the City and OPBA will meet and discuss the issues involving vacation deferral at retirement, with the intent of implementing necessary changes to provide for vacation deferral at retirement.

**(5) PART TIME EMPLOYEES - TIME AND ONE HALF ON HOLIDAYS**

**RECOMMENDATION**

When a part time employee works on a holiday, the part time employee will be paid on the basis of straight time earnings. Should the City force a regular Dispatcher to work on a holiday, the Dispatcher will be paid compensation at the rate of two (2) times his usual rate of pay, in addition to his regular holiday pay, or at his option, two (2) times his usual rate of pay plus eight (8) hours off with pay, to be used at a later date at his discretion.

**(6) SICK LEAVE**

**RECOMMENDATION**

During the term of the Agreement, representatives of the City and OPBA will meet and discuss the issues involving sick leave, with the intent of implementing necessary changes to provide for a more beneficial program for employees, which is more cost effective for the City.

**(7) RANK DIFFERENTIAL**

**RECOMMENDATION**

The rank differential for the Sergeant, which is currently 8%, will be 9% upon the termination of the existing Agreement. The rank differential will be increased equally over each of the three years of the Agreement, so that a 9% differential exists at the termination of the existing agreement.

When the Chief is absent and designates a Sergeant as the Officer in charge, the Officer in charge will be paid an additional fifty cents per hour, for all hours worked by the Sergeant as Officer in charge.

**(8) WAGES**

**RECOMMENDATION**

Wages should be increased as follows:

<b><u>EFFECTIVE DATE</u></b>	<b><u>PERCENTAGE INCREASE</u></b>
January 1, 1997	3.75
January 1, 1998	4.00
January 1, 1999	4.00

**(9) LONGEVITY**

**RECOMMENDATION**

All full time employees shall receive longevity pay based other continuous length of service with the Employer. The amounts, effective January 1, 1997, shall be as follows:

5 through 9 years	\$ 250.00/year
10 through 14 years	\$ 500.00/year
15 through 19 years	\$ 750.00/year
20 years and up	\$1000.00/year

**(10) SHIFT DIFFERENTIAL**

**RECOMMENDATION**

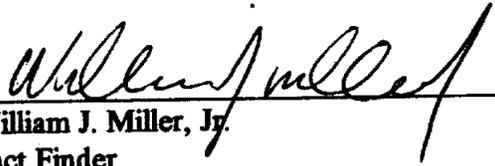
Full time employees who work the second shift, shall be compensated, in addition to their regular wages, shift differential of \$.50/hour.

**(11) ACTIVE PAY STATUS - PATROLMEN**

**RECOMMENDATION**

For Police Officers, for the purpose of computation of overtime, sick leave and leave of absences without pay shall not be counted as time worked.

In conclusion, this Fact Finder submits his findings and recommendations as set forth herein.

  
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William J. Miller, Jr.  
Fact Finder

March 17, 1997