

Parties in a manner deemed consistent with Ohio Administrative Rules 4117-9-05(F)). These Statements identified all the contractual issues in dispute.

The period of Fact-Finding was extended by the Parties with notice to the Bureau of Mediation pursuant to Ohio Administrative Code Rule 4117-9-05(G) and with a waiver, dated December 5, 1996 (as to the providing reasons for any Recommendation by the Fact-Finder). The extension was not meant to establish, and did not establish, a Mutually Agreed-upon Dispute (MAD) settlement procedure arising under Ohio Administrative Code Rule 4117-9-03; but rather the extension was agreed to to allow the Parties the greatest latitude in bargaining while being cognizant of the date when the Recommendations of the Fact-Finder would have to be considered; and to provide sufficient time, if necessary, to invoke Conciliation, if necessary.

On December 16, 1996, the Fact-Finder met with the Parties at a City of Warren facility, initially together, and thereafter separately, to assist them in narrowing their differences and encouraging them to resolve the open items. While the Parties willingly looked at alternatives, they were unable to resolve all open items. A limited number of language issues were resolved (such as replacing "regular employee" and "officer" with "member of the bargaining unit;" inserting language of the statute, where appropriate; and deleting language which is no longer operable such as in Part III, Article 7, Section 6). Further, a number of issues were tentatively withdrawn with prejudice for purposes of these negotiations.

After that review, the Parties presented the following issues as the remaining issues in dispute:

- 1) Term of Agreement (Part I, Art 1 - Second Sec.)
- 2) The City's Management Rights (Part I, Art 3)
- 3) Disciplinary Procedure (Part I, Art 10)
- 4) Hours of Work (Part II, Art 1)
- 5) Pay Provisions (Part II, Art 1))
- 6) Miscellaneous Allowances (Part III, Art 2)
- 7) Service Connected Disability (Part III, Art 4)
- 8) Health Care Benefits (Part III, Art 10)
- 9) All Other Proposals

The Parties then determined that a Hearing would be necessary. However, prior to such a Hearing, the Fact-Finder asked the Advocates to review with him their positions and evidence in the light of the statutory criteria, reminding each of them that what might pass as excellent negotiations strategy might not meet the statutory criteria.

The Parties' Advocates reviewed their positions with the Fact-Finder in lieu of a full Hearing. However, all agreed that had a such a Hearing taken place, both Parties would have had a full and complete opportunity to present witnesses and Exhibits and to cross-examine them, and were prepared to do so.

The argument of the Union can be summarized by saying that it believes that it has demonstrated that the members of the bargaining unit should receive "moderate and reasonable" increases in pay to match the comparable communities and because of "internal parity." There is no evidence that the City cannot afford these increases. In addition, all other changes it proposed or objections it had to changes proposed by the City are amply supported by the available testimony and Exhibits.

The argument of the City can be summarized by saying it is offering a fair and reasonable wage increase considering it is continuing to pay the current level of medical and hospitalization coverage. That the level of wages and benefits are comparable to other City employees and to the percentage increases of comparable Police Departments. Furthermore, as to its other demands and its responses to the Union's demands, it believes that it has amply demonstrated either the need for or the reasons why it is unnecessary by the available testimony and Exhibits.

After carefully considering the testimony and supporting documentation that the Parties were prepared to offer, those factors set forth at Section 4117-9-05 (K) (1)-(6) and the Pre-Hearing Statements and arguments made by the Parties' Advocates, the Fact-Finder declared the Hearing and Record closed on December 16, 1996.

The Fact-Finder makes the following Recommendations.

RECOMMENDATIONS

1) Term of Agreement (Part I, Art 1 - Second Sec.)

Recommendation: For Three (3) Years, commencing at 12:00:01 a.m. on January 1, 1997 and ending at midnight on December 31, 1999.

2) The City's Management Rights (Part I, Art 3)

Recommendation: No deletions or modifications.

3) Disciplinary Procedure (Part I, Art 10)

Recommendation: No additions or modifications.

4) Hours of Work (Part II, Art 1)

Recommendation: Add a new Section, which reads "3. All paid hours shall be considered as active status, for the calculation of overtime pursuant to this Agreement."

5) Pay Provisions (Part II, Art 2)

A. Section 1 - Wages

Recommendation: i. Hourly pay rates - For each year of this Agreement, a Sergeant's pay shall be increased at a minimum by three percent (3%) on the Sergeant's existing base.

ii. Rank Differential - The above rate shall be the basis for a minimum rank differential during each calendar year as follows:

	1/1/96	1/1/97	1/1/98
Sergeant	14%	15%	15.5%
Lieutenant	12%	12%	12.5%
Captain	12%	12%	12%

B. Section 3 - Roll Call

Recommendation: No deletions or modifications.

C. Section 6 - Shift Differentials

Recommendation: No increase.

6) Miscellaneous Allowances (Part III, Art 1)

A. Section 1 - Uniform Allowance

Recommendation: No increase.

B. Section 2 - Uniform Maintenance Allowance

Recommendation: No increase.

7) Service Connected Disability (Part III, Art 4)

A. Section 1 - Payment of Workers' Compensation Wage Benefit

Recommendation: Insert between the word "Compensation" and the words "as follows:" the phrase "only if the employee obtains medical treatment from the City's Health Partnership Managed Care Organization,".

B. Section 1 A.

Recommendation: Replace "seven (7) working days" with "fourteen (14) calendar days."

C. Section 1 C.

Recommendation: Insert after the word "vacation" and before the word "or," the phrase "or any other compensation time."

D. Section 2.

Recommendation: Replace "seven (7) working days" with "fourteen (14) calendar days".

E. Section 5 - Light Duty

Recommendation: At the end of the first sentence, add after the word "duties" the phrase ", limited to work normally defined as a police function."

F. Section 6 - Physical Examinations

i) Paragraph 1 -

Recommendation: Delete the words "Trumbull Memorial Hospital to make an occupational" and replace these words with "a facility within a one hundred (100) mile radius of Warren's City Hall, approved to make a functional capacity".

ii) Paragraph 3 -

Recommendation: Delete the words "form allowing . . . to the City and the Union" and replace them with the words "as provided by the Ohio Revised Code."

iii) Paragraphs 5 and 6 -

Recommendation: Delete the words "Trumbull Memorial Hospital" and replace them with the words "the facility."

iv) Agreement to Reimburse - Paragraph 4

Recommendation: Insert after the word "vacation" and before the words "credit hours," the words "or other compensatory."

8) Health Care Benefits (Part III, Art 10)

Recommendation: No deletions or modifications.

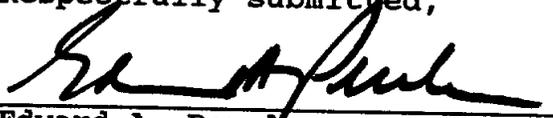
9) All Other Proposals

Recommendation:

A. The Union may voluntarily withdraw the issue of "Past Practice."

B. Except for those matters set forth above, the Parties agreed to withdraw, with prejudice, any and all proposals they made during these negotiations. Had they not done so, the Fact-Finder would have found that the evidence each was prepared to introduce on issues that that Party had the burden would not have supported its proposal.

Respectfully submitted,


Edward A. Pereles
Fact-Finder

Issued: December 18, 1996, by FAX and by Overnight Mail