

JUN 17 10 35 AM '98

**IN THE MATTER OF FACT-FINDING  
BETWEEN**

<b>CITY OF NORTH ROYALTON</b>	)	
	)	<b>CASE NO. 96-MED-09-0817</b>
	)	
<b>AND</b>	)	<b><u>FINDINGS</u></b>
	)	<b><u>AND</u></b>
	)	<b><u>RECOMMENDATIONS</u></b>
<b>OHIO PATROLMEN'S BENEVOLENT</b>	)	
<b>ASSOCIATION</b>	)	

**JAMES M. MANCINI, FACT-FINDER**

**APPEARANCES:**

**FOR THE UNION**

**Jon R. Heineman**

**FOR THE CITY**

**Christopher A. Lencewicz**

## **SUBMISSION**

This matter concerns fact-finding proceedings between the City of North Royalton (hereinafter referred to as the City) and the Ohio Patrolmen's Benevolent Association (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding proceedings were held on May 29, 1998 in North Royalton, Ohio.

These fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceeding, this fact-finder attempted mediation of the issues at impasse. The parties requested that this fact-finder issue a summary report setting forth his recommendations based upon the discussions which took place during the fact-finding proceedings.

This fact-finder in rendering the following recommendations on issues at impasse, has taken into consideration the criteria set forth in Ohio Revised Code Section 4117-14(G)(6)(7). Further this fact-finder has taken into consideration all reliable evidence presented relevant to the outstanding issues before him. Therefore after giving careful consideration to the positions before him, this fact-finder submits the following recommendations on the issues which remain at impasse.

## **1. SALARY**

First add the current \$85 emergency assistance pay per quarter to the 1996 base rates. This shall be accomplished by adding \$.16 to all steps of the salary schedule effective the first full pay period in January, 1997.

All steps of the salary schedule shall then be increased by 4% on the first full pay period in January, 1997 and increased an additional 4% on the first full pay period in January, 1998.

In consideration of the emergency assistance pay stipend being added to the base pay the first full pay period in January, 1997, all emergency pay stipends actually paid to the employees for work performed in 1997 and 1998 will be subtracted from the employee's retroactive pay.

## **2. UNIFORM ALLOWANCE**

Effective January 1, 1997, the uniform allowance shall be increased to \$525.

## **3. SHIFT DIFFERENTIAL**

A Shift Premium Pay Provision shall be provided as more fully set forth below:

20.05 Effective January 1, 1998, those employees who are scheduled and work a shift in which at least 5 of the hours actually worked fall between 4 p.m. and midnight will receive an additional \$2.00 premium pay for each shift so worked. Employees who are scheduled and work a

shift in which at least 5 of the hours actually worked fall between midnight and 8:00 a.m. will receive an additional \$3.00 premium pay for each shift so worked. Employees who work an overtime shift of at least 5 consecutive hours which fall between 4 p.m. and midnight, or midnight and 8:00 a.m., will also receive the applicable premium pay. The amount of this premium pay shall not be calculated into overtime payments.

#### **4. DISCIPLINE**

A Disciplinary Procedure Provision shall be included in the parties' Agreement as more fully set forth below:

- 36.01 Disciplinary action taken by the Employer shall be for just cause.
- 36.02 All non-probationary employees who are suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action.
- 36.03 Prior to any discipline being imposed, the non-probationary employee shall be given a meeting to respond to the Chief of Police or his designee.
- 36.04 All employees shall have the following rights:
  - A. An employee shall be entitled to only Union representation at each step of the disciplinary procedure.
  - B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this procedure.
- 36.05 An employee may resign following the service of a notice of discipline. Any such resignation will be processed in accordance with the provisions contained herein and the employee's employment shall be terminated.

- 36.06 The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority shall hold an informal meeting with the employee and his representative, if the employee so requests, for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed and the appointing authority may offer a proposed disciplinary penalty. The employee may be advised before meeting that he is entitled to representation by the Union during initial discussion.
- 36.07 The Union on behalf of all employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action to any Civil Service Commission.
- 36.08 Oral and written reprimands shall not be appealable to arbitration.

## **5. SICK LEAVE BONUS**

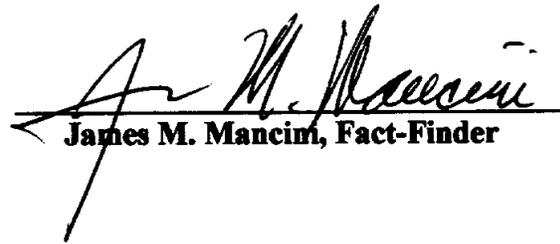
A Sick Leave Bonus Provision shall be incorporated into the parties Agreement as more fully set forth below:

- 14.01 Each employee shall earn one (1) bonus day off with pay for not using sick leave time in any quarterly period. Quarterly periods shall be January through March, April through June, July through September, and October through December. However, no employee shall be granted more than two (2) bonus days off with pay in a single calendar year, and bonus sick leave shall not be carried over from one calendar year to another.
- 14.02 When an employee uses sick leave for an injury which is incurred in the line of duty, such use shall not count as sick leave use for purposes of sick leave bonus.

## CONCLUSION

In conclusion, this fact-finder hereby submits the above referred to recommendations on the outstanding issues presented to him for his consideration. Further, this fact-finder recommends that all tentative agreements previously reached by the parties be incorporated into their new Collective Bargaining Agreement.

June 12, 1998

  
James M. Mancini, Fact-Finder