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STATE EMPLOYMENT
RELATIONS BOARD

FEB 26 10 04 AM '98

**STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO**

In the Matter of Factfinding]	
Between:]	
]	
City of Upper Sandusky,]	
Employer,]	SERB Cases Number 97-MED-10-1112,
]	97-MED-10-1113 and 97-MED-1114
]	
]	Raymond J. Navarre,
and]	Factfinder
]	
Fraternal Order of Police/Fire,]	
Ohio Labor Council, Inc.,]	
Employee Organization]	

**FACTFINDING REPORT
and
RECOMMENDATIONS**

Date of Issuance: February 24, 1998

SERB Case No. 97-MED-10-1112
97-MED-10-1113 & 97-MED-10-1114

Date of Hearing: February 9, 1998

Location of Hearing: City Building
Upper Sandusky, Ohio

Present for the Factfinding: James A. Hammerschmidt
Marie-Joëlle Khouzam
Carlile Patchen & Murphy LLP
Mark J. Ellis
Mason, Mason & Ellis
Representing the City of Upper Sandusky,
The Employer
Ken Wessler

Robert E. Malone
Staff Representative
The Fraternal Order of Police,
Ohio Labor Council, Inc.
Representing Police/Fire in
Upper Sandusky,
The Union
Daniel E. Ross
Keith A. Turney
Eric M. Parks

Note that for purposes of identification in this document, The City of Upper Sandusky and its representatives will be referred to as the **EMPLOYER** and representatives of The Fraternal Order of Police, Ohio Labor Council, Inc. and their representatives will be referred to as the **Union**.

Time: The Factfinding started about 10:15 a.m. and concluded about 12:30 p.m.

BACKGROUND

Before the Factfinding began, the persons present were asked to affirm that what they said was the truth and the whole truth. They all so affirmed.

Background (Cont)

SERB Cases No. 97-MED-10-1112,
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The collective bargaining unit in this matter consists of three Police Officers, two Lieutenants and three Firefighters. The functions of the employees in the unit are to provide law enforcement and fire protection. The Parties have met a number of times previous to this meeting.

The current collective bargaining agreement with the OPBA. was effective from January 1, 1995 until December 31, 1997.

Prior to the Factfinding, the representatives of the Employer and the Union continued to mediate issues and a number of the unresolved issues were resolved. The Factfinding followed this. The unresolved issues submitted to Factfinding were as follows.

- Issue 1 WAGES ARTICLE VIII
- Issue 2 SICK LEAVE ARTICLE XV
- Issue 3 HOURS OF WORK, OVERTIME ARTICLE VII
- Issue 4 GRIEVANCE PROCEDURE VI
- Issue 5 RESIDENCY NEW ARTICLE
- Issue 6 ASSIGNMENTS NEW ARTICLE
- Issue 7 PROBATIONARY PERIOD FOR FIRE CAPTAINS
NEW ARTICLE
- Issue 8 DURATION ARTICLE XXV

The Employer and the Union presented the Factfinder with statements regarding their positions on the unresolved issues.

The Employer and the Union negotiated a number of items that were tentatively agreed to by both parties. These were noted by the Factfinder and are contained in his notes.

FACTFINDING CRITERIA

In determining the facts and making the recommendations contained in this document, the Factfinder considered the applicable criteria as required by the Ohio Revised Code Section 4117.14 and the Ohio Administrative Code Section 4117-9-05. These criteria are:

- (1) Past collectively bargained agreements, if any between the parties;
- (2) Comparison of 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;
- (3) 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;
- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties; and,
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

FINDING of FACT and RECOMMENDATIONS

The unresolved issues submitted by the Employer and the Union to the Factfinder will be considered in what follows.

Below, the finding of fact will be presented for each issue, followed by the Factfinder's recommendation in respect to that issue and when applicable, the language recommended for the bargaining agreement. The Factfinder's report needs to be considered in its entirety as to the overall effect on the parties and their bargaining positions.

UNRESOLVED ISSUES

Issue 1 ARTICLE VIII - WAGES

The Union proposed for all bargaining unit members hourly and yearly rates based on a seven (7) step plan corresponding to years of service. The first two steps would be for the first six (6) months and the first year. Steps three (3) through seven (7) would be after the first year to after the fifth year. This plan was proposed for each year of the three (3) year agreement.

The plan for the patrolmen has the patrolmen in the first year of the agreement starting at \$9.50 per hour and \$20,748 per year and going to \$12.35 per hour and \$26,972 per year after five. The second year of the agreement has a rate for step one of \$9.73 per hour and \$21,250 per year with step seven being \$13.50 per hour and \$29,484 per year. The third year has the rate for step one at \$10.28 per hour and \$22,451 per year and step seven having a rate of \$14.25 per hour and \$31,122 per year.

The Union proposed that the lieutenants receive one hundred and ten percent (110%) of the patrolmen's rate, based on years of service and using the seven (7) step plan.

The Union proposed for the firefighters/fire captains, the same seven (7) step plan for each year of the three year agreement. In the first year the rates for step one would be \$7.82 per hour and \$22,753 per year. The rates for step seven would be \$10.21 per hour and \$29,670 per year. In the second year the rates for step one would be \$8.04 per hour and \$23,364 per year. In that year the rates for step seven would be \$11.16 per hour and \$32,430 per year. In the third year of the agreement, the rates for step one would be \$8.49 per hour and \$24,671 per year. The rates in the third year for step seven would be \$11.78 per hour and \$34,232 per year.

The Employer presented a critique of the Union's proposal showing the increases in reference to the rates of 1997.

Considering comparable work situations, the overall economic impact of the recommendations and the pension pick-up by the Employer, the Factfinder makes the following recommendation.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Factfinder's recommendation is that the Collective Bargaining Agreement contain the following yearly rates of pay:

SECTION 1 PATROLMEN (2184 hours per year) Starting January 1, 1998

Probationary	\$20,750
First Anniversary	\$21,600
Third Anniversary	\$23,750
Fifth Anniversary	\$25,000
Tenth Anniversary	\$26,500

Starting January 1, 1999 - Four percent (4%) increase for the yearly rates of pay for each Step listed above in 1998.

Starting January 1, 2000 - Four percent (4%) increase for the yearly rates of pay for each Step above in 1999.

SECTION 2 POLICE LIEUTENANTS (2184 hour per year)

One hundred and eight percent (108%) of the patrolmen's yearly rate of pay, based on years of service.

SECTION 3 FIREFIGHTERS/FIRE CAPTAINS (2906 hours per year)

Probationary	\$21,500
First Anniversary	\$22,500
Third Anniversary	\$24,750
Fifth Anniversary	\$26,250
Tenth Anniversary	\$28,000

Issue 1 Wages (cont)

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Starting January 1, 1999 - Four percent (4%) increase for the yearly rates of pay for each Step listed above in 1998.

Starting January 1, 2000 - Four percent (4%) increase for the yearly rates of pay for each Step in 1999.

Issue 2 ARTICLE XV - SICK LEAVE

Both the Employer and the Union agreed that : "An employee shall accumulate sick leave at the rate of 0.0575 hours of sick leave per regular hour worked exclusive of any overtime or call in hour (i.e. 4.83 hours per 84 regular hours worked by policemen and 9.66 hours per 168 regular hours worked by firemen).

The difference between the proposal of the Union and the Employer concerns accumulation of unused sick leave. The present agreement allows the employee to receive thirty percent (30%) of unused sick leave, up to a maximum of 480 hours.

The Union proposes that the employee receive fifty percent (50%) of the accumulated unused sick leave up to nine hundred and sixty (960) hours and shall be paid the full amount of the accumulated sick leave in excess of nine hundred and sixty (960) hours.

The Employer is not willing to offer employees an annual cash out of up to 40 hours of sick leave provided the employee retains a sick leave balance of 80 hours or more.

Examining the agreements of comparable work situations, the Factfinder recommends an increase in the percentage of unused sick leave and an increase in the maximum of accumulated sick leave. The Factfinder makes the following recommendation.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Factfinder's recommendation is that the Collective Bargaining Agreement in Article XV - Section 5, Accumulated Sick Pay, the employee be paid fifty percent (50%) for unused sick leave and raise the maximum payment to nine hundred and sixty (960) hours.

Issue 3 ARTICLE VII - HOURS OF WORK, OVERTIME

The Employer's position is basically the language of the present contract.

The Union proposes changes in Section 1 which would change the work pattern of Police Department Employees. The proposal would have the employees work twelve hours and be off for twelve hours for two consecutive days and have two days off. This would be repeated for a total of seven twelve hours shifts every fourteen days. The proposal also addresses such issues as the time period between shifts, overtime pay for more than eighty hours in a pay period, compensatory time in lieu of overtime, overtime being voluntary and an increase in the minimum hours for call-in time.

Considering the agreements of comparable work situations, the economic impacts of the recommendations being made, the Factfinder makes the following recommendation.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Factfinder's recommendation is that the collective agreement as to ARTICLE VII - HOURS OF WORK, OVERTIME contain the language of the present agreement without any changes.

Issue 4 ARTICLE VI - GRIEVANCE PROCEDURE

The Union proposes the current language of the present contract be retained.

The Employer feels its proposal is cost effective. The proposal contains the following points:

Appeals to Step Two or Step Three goes to the Mayor and the Safety Committee as in Step Three of the present agreement.

Forty eight hours written notice will be given to the grievant of time, date and place.

Step Four appeals must be filed with The Upper Sandusky Commission for suspension without pay up to 60 hours for policemen and 72 hours for firemen and the appeal would be governed by the Ohio Revised Code Chapter 124 as well as the Charter and Codified Ordinances of the City. If the appeal is for a period greater than 60 hours for policemen and 72 hours for firemen, it may be filed with either the Upper Sandusky Commission or submitted to arbitration.

Considering the cost effectiveness, Collective Bargaining Agreements of comparable work situations as well as the economic impact, the Factfinder makes the following recommendation.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, it is the Factfinder's recommendation that the language of ARTICLE VI - GRIEVANCE PROCEDURE remain the same as the language in the present agreement with no changes.

Issue 5 NEW ARTICLE - RESIDENCY

The Union proposes that the bargaining unit employees shall be constrained to no less than the adjoining county, the County of Wyandot.

The Employer submits the residency requirement for City employees be continued.

The residency issue is not part of the present collective bargaining agreement and considering requirement in comparable work situations, the Factfinder makes the following recommendation.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, it is the Factfinder's recommendation that the present residency requirement of the City of Upper Sandusky for the City Employees be continued for the employees governed by the Collective Bargaining Agreement.

Issue 6 NEW ARTICLE - ASSIGNMENTS

The Union proposes that all assignments to a particular shift, day of the week, position, shall be governed by seniority. At the beginning of the year, shifts and assignments shall be bid and filled according to seniority for Police Employees.

The Employer maintains this is a management right.

The Factfinder examining agreements of comparable departments and work situations, agrees with the Employer and therefore makes the following recommendation.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, it is the Factfinder's recommendation that the Collective Bargaining Agreement not contain a new article on Assignments.

Issue 7 NEW ARTICLE - PROBATIONARY PERIOD FOR FIRE CAPTAINS

Presently the probationary period for firemen is six months. The Union proposes to retain the present language. The Employer proposes to increase the probationary period to one year.

Presently policemen have a one year probationary period and the police chief must have six months experience before applying and then must serve a six months probationary period.

Examining comparable work situations and considering other factors that impact the issue, the Factfinder makes the following recommendation.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Factfinder's recommendation is that the Collective Bargaining Agreement contain language that extends the probationary period for the fire captains to one year. Since this is an unnumbered article, the recommendation shall be placed wherever is agreeable to the parties, Union and Employer.

Issue 8 ARTICLE XXVII - DURATION

The Union proposes that the Collective Bargaining Agreement be effective from January 1, 1998 and remain in full force until December 31, 2000.

The Employer proposes the Collective Bargaining Agreement be effective at the date of ratification and remain in full force through the year 2000.

Considering all the aspects of this issue as well as the practices in comparable units and situations, the Factfinder makes the following recommendation.

RECOMMENDATION

After considering the findings of fact above and the statutory criteria, the Factfinder's recommendation is that the collective bargaining agreement in ARTICLE XXVII - DURATION contain the following language: " This Collective Bargaining Agreement is effective January 1, 1998, and shall remain in full force and effect until December 31, 2000," The remaining language of the article shall remain the same as the language of the present agreement.

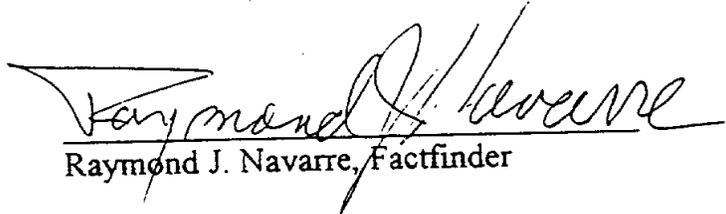

Raymond J. Navarre, Factfinder

Dated February 24, 1998

Case No. 97-MED-10-1112
Case No. 97-MED-10-1113
Case No. 97-MED-10-1114

CERTIFICATE OF SERVICE

Originals of the foregoing Factfinding Report and the Recommendations were served upon James A. Hammerschmidt, Carlile Patchen & Murphy LLP, 366 East Broad St., Columbus, Ohio 43215, and upon Bob Malone, Staff Representative, Fraternal Order of Police, Ohio Labor Council, 222 Town St., Columbus, Ohio 43215, and upon G. Thomas Worley, Administrator, Bureau of Mediation, Ohio State Employment Relations Board, 65 East State Street, Columbus, Ohio 43215-4213, each by United States mail, sufficient postage prepaid, this 24th day of February, 1998.


Raymond J. Navarre, Factfinder