

STATE REL
OCT 26 8 38 AM '98

STATE EMPLOYMENT RELATIONS BOARD

98 - MED - 06 - 0600
98 - MED - 06 - 0601
98 - MED - 06 - 0602
98 - MED - 06 - 0603

OHIO PATROLMEN'S) FACT-FINDING REPORT
BENEVOLENT ASSOCIATION)
And) STANLEY B. WIENER,
) FACT FINDER
CITY OF BELLEVUE)
) OCTOBER 22, 1998

A fact-finding hearing was held before STANLEY B. WIENER, Fact Finder, on October 7, 1998 at the Bellevue City Building, 117 North Sandusky Street, Bellevue, Ohio 44811.

Representing the Ohio Patrolmen's Benevolent Association ("Union") were JEFFREY D. PERRY and MARILYN WIDMAN, Business Agents, and MATT JOHNSON, Local Director. Appearing on behalf of the Captain's Unit was MARK BROOKS; on behalf of the Sergeants; MARK KAUFMAN; on behalf of the Patrol Persons; JEFF MATTER; and on behalf of the Communications Officers; JAN COLVIN.

Representing the CITY OF BELLEVUE ("City") was JOHN FERRON, Attorney At Law. Also appearing for the City were GARY HAYNES, Safety Service Director, and RICHARD ENGLUND, Police Chief.

I. PAST NEGOTIATIONS

The parties had met on numerous occasions commencing in June, 1998. The present contract was for three (3) years, expiring October 31, 1998. The four (4) units met jointly with the City.

Each unit, however, will vote separately to accept or reject the Fact Finder's Recommendations.

Prior to the hearing the parties had agreed on certain contractual provisions, and at the hearing these provisions were finalized without assistance by the Fact Finder.

II. MEDIATION

At the outset the parties did resolve several matters which are herein identified for the record:

- A. Article 15, Section 1 (Health and Safety).
- B. Length of Contract; three (3) years.
November 1, 1998 - October 31, 2001.
- C. Article 2, Section 4 (Application of Grievance Procedure to new employees).
- D. Article 17, Section 2 (Part-time Employees).

III. ISSUES AT IMPASSE

The following issues remained at impasse:

- A. Wages.
- B. Longevity Compensation Increase.
- C. Union request for Shift Differentials.
- D. Increase in Uniform Allowances.
- E. Compensatory Time. City proposed a reduction in the compensatory time bank, the Union proposed an increase.
- F. Court Time Pay. Union requests an increase to three (3) hours from the current two (2) hours when an employee is called in when not on duty; City requests that the contract remain at two (2) hours,

and if employee is not needed for the entire two (2) hours, he or she be assigned to other work for the balance of the call-in time.

- G. Sick Leave Incentive. Union requests payment for not using sick leave.
- H. Bereavement Leave. Union requests increase in days.
- I. Health Insurance. City requests a cap on premiums for the Point of Service Insurance, with the employees to pay the premium in excess of the cap.

IV. RECOMMENDATIONS

After an entire day of negotiations, during which time neither party wanted to stop, all of the above issues at impasse were resolved. After reviewing the settlement and taking into consideration the requirements of Ohio Revised Code, Section 4117.14 (G) (7) (a) to (f), I find the settlement reasonable.

I wish to compliment both the Union and the City for their splendid efforts and cooperation. Without both sides acting responsibly, the settlement could not have been reached.

The parties stipulated that the terms of their Agreement be set forth as the Fact Finder's Recommendations.

Following are my recommendations based upon the settlement of the parties:

A. WAGES.

RECOMMENDATION: A wage increase of four and one-half per cent (4-1/2%), effective November 1, 1998, an additional increase of four per cent (4%) effective November 1, 1999, and an additional increase of four per cent (4%) effective November 1, 2000.

B. LONGEVITY COMPENSATION.

RECOMMENDATION: ARTICLE 28, Section 5 is amended to read as follows:

"SECTION 5. In addition to the above wage rates, all of the employees shall receive longevity pay according to the following schedule, effective November 1 of the applicable year:

	<u>1998</u>
after 3 years	\$0.15 per hr.
after 7 years	0.39 per hr.
after 14 years	0.48 per hr.
after 20 years	0.58 per hr.
after 25 years	0.63 per hr."

C. SHIFT PREMIUM.

RECOMMENDATION: The Agreement shall not include any shift differentials.

D. UNIFORM ALLOWANCE.

RECOMMENDATION: ARTICLE 29, Section 1 is amended to read as follows:

"SECTION 1. Each year of this Agreement, the City shall pay Police Officers and Communications Officers for the purchase of uniform items, maintenance or cleaning not otherwise provided by the City in accordance with the schedule set forth below. Each employee may provide receipts by December 10th of each year to the Safety-Service Director showing uniform item expenditures. The amount of these receipts, to a maximum as set forth in the schedule below will be paid to each employee by 12:00 noon on February 10th of each year. The amount of the allowance which is not supported by an employee's submission of receipts shall be treated as wages to the employee and reported on the employees' W-2 tax form.

	<u>1998</u>	<u>1999</u>	<u>2000</u>
Police Officers	\$525	\$625	\$700
Communications Officers	300	350	400"

E. COMPENSATORY TIME.

RECOMMENDATION: ARTICLE 30, Section 5 shall be amended to read as follows:

"SECTION 5. Employees shall not bank more compensatory time than allowed under the Fair Labor Standard Act or one hundred twenty-five (125) hours, whichever is less."

F. COURT TIME PAY.

RECOMMENDATION: ARTICLE 31, in its entirety shall remain unchanged.

G. SICK LEAVE INCENTIVE.

RECOMMENDATION: ARTICLE 34, in its entirety shall remain unchanged.

H. BEREAVEMENT LEAVE.

RECOMMENDATION: ARTICLE 37, Section 2 shall be amended to read as follows:

"A regular full-time employee who is absent from work due to a death in the employee's immediate family, father, mother, wife, husband, son, daughter, brother, sister, grandchild, grandparents or spouse's mother, father, grandparents, shall be granted up to four (4) working days leave of absence with no loss in pay. Funeral leave shall be granted for the employee to attend the funeral, make funeral arrangements, and to carry out other responsibilities relative to funeral. Employees shall receive funeral leave pay only for those days on which they would have otherwise been scheduled to work.

A regular full-time employee shall be granted a two

(2) day leave of absence with no loss of pay to attend the funeral of the spouse's brother and/or sister, or the employee's son-in-law, daughter-in-law, aunt, uncle if the funeral is held on the employee's regularly scheduled work day.

If the employee is required to travel more than one hundred and fifty (150) miles from Bellevue, due to a death of a member of the family as listed above, an absence of one (1) additional day with no loss in pay shall be granted."

I. HEALTH INSURANCE.

RECOMMENDATION: ARTICLE 36, Section 3 shall be amended to read as follows:

"Section 3, The City and the Union agree that should the current premiums be increased above five hundred thirty-one and 00/100 Dollars (\$531.00) per month for family coverage or two hundred ten and 00/100 Dollars (\$210.00) per month for single coverage, the City shall have the option to seek and obtain comparable coverage from another provider at the same premium cost, or else require employees to pay the additional premium charges through payroll withholding."

Respectfully submitted,

DATED:

10/22/98

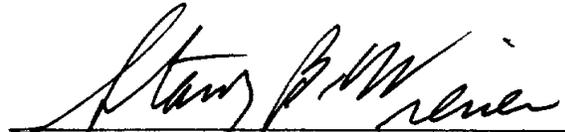

STANLEY B. WIENER
Fact Finder

SERVICE

True copies of the foregoing Report were sent this 29th day of October, 1998, to each of the following by Federal Express:

Mr. Jeffrey D. Perry
10 Beech Street
Berea, Ohio 44017

Mr. Gary Haynes
117 North Sandusky Street
Bellevue, Ohio 44811


STANLEY B. WIENER, Fact-Finder