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IN THE MATTER OF FACT-FINDING
BETWEEN
THE WAYNE COUNTY BOARD OF COMMISSIONERS
AND
THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

BEFORE: Robert G. Stein

SERB CASE NO. 98-MED-08-0709

PRINCIPAL ADVOCATE FOR THE UNION:

Joseph M. Hegedus, Esq.
CLIMACO, CLIMACO, LEFKOWITZ & GAROFOLI CO., L.P.A.
175 South Third Street
Columbus OH 43215

and

PRINCIPAL ADVOCATE FOR THE EMPLOYER:

Howard Heffelfinger, Executive VP
CLEMANS, NELSON & ASSOCIATES
2656 South Arlington Rd.
Akron OH 44319-2050

INTRODUCTION

The bargaining unit is comprised of thirteen (13) employees holding the classification of Full-time Dispatcher. The Sheriff's Deputies' Unit is represented by the same bargaining agent. The bargaining unit has existed for several years.

On November 2, 1998, a fact-finding hearing was held and the parties presented to the Fact-finder four unresolved issues, some of which contained sub-issues. Prior to the presentations of the positions, the parties agreed to and welcomed an effort by the Fact-finder to mediate the dispute. The mediation effort was a success thanks to the experience and expertise of the seasoned advocates and the tireless effort of both bargaining teams. However, the parties requested that the Fact-finder issue a Fact-finding Award in this matter.

The following represents the recommendations of the Fact-finder that are based upon mediation in lieu of an evidentiary hearing (see Appendix 1). Therefore, the position sections and analysis under each issue shall be eliminated.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C)(4)(E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made:

ISSUE 1 BENEFITS ARTICLE 23

Recommendation

Sections 23.1 through 23.2 shall remain Current Language

Section 23.3 Change current language to read as follows:

The Employer shall provide, at no cost to employees, a death benefit in the amount of Ten Thousand Dollars (\$10,000) through November 30, 1998. Effective December 1, 1998 this benefit shall be increased to Twenty Thousand (\$20,000).

Sections 23.4-23.6 shall remain Current Language.

ISSUE 2 HOLIDAYS ARTICLE 24

Recommendation

Maintain current contract language and benefit levels.

ISSUE 3 WAGES ARTICLE 27

Recommendation

Section 27.1 shall be deleted and shall be replaced by the following language:

Section 27.1. Effective on the first day of the first full pay period in April, 1999, bargaining unit employees shall receive a three percent (3%) wage increase to the wage scale contained in the Appendices of the Agreement. Effective on the first day of the first full pay period in April, 2000, bargaining unit employees shall receive a three percent (3%) wage increase to the wage scale contained in the Appendices of the Agreement. Effective on the first day of the first full pay period in January, 2001, bargaining unit employees shall receive a three percent (3%) wage increase to the wage scale contained in the Appendices of the Agreement.

Section 27.2 Maintain current language.

New Section 27.3. Effective the first day of the first full pay period in January, 1999, each bargaining unit member shall receive six (6) minutes of **Shift Brief Time** per day for every day they work. Employees shall not be eligible for Shift Brief Pay for days they do not work. Pay for such time shall be at the appropriate rate per the Agreement. SHIFT BRIEF TIME SHALL REQUIRE EACH BARGAINING UNIT MEMBER WHO IS COMING ON SHIFT TO BEGIN WORK SIX (6) MINUTES BEFORE THE START OF THEIR DISPATCHING DUTY SHIFT HOURS. This six (6) minute period is for the purpose of providing for a smooth transition in dispatching responsibilities from one shift to another and shall require the bargaining unit member whose shift is ending to render a status briefing to the oncoming shift employee.

New Section 27.4 The Employer shall continue the contributions to the Public Employees Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The parties agree that should the rules and regulations of the IRS or retirement system change, making the procedure unworkable, the parties agree to return, without penalty, to the former method of Employer/employee contributions.

ISSUE 4 UNIFORMS NEW ARTICLE

Recommendation

New Article:

Section _____. The Employer agrees to provide each non-probationary bargaining unit employee with four (4) uniform shirts and three (3) uniform pants. The Employer shall replace such items on an as-needed basis, as determined by the Employer. Representatives of the Employer and the Union shall form a small committee comprised of an equal number of people selected by each party to recommend the style and color of uniforms to the Employer.

TENTATIVE AGREEMENTS

All other issues tentatively agreed to prior to fact-finding are considered to be part of this report and are recommended to the parties.

The Fact-finder respectfully submits the above recommendations to the parties this 7th day of November, 1998 in Summit County, Ohio.

A handwritten signature in black ink, appearing to read 'Robert G. Stein', written over a horizontal line.

Robert G. Stein, Fact-finder

Agreement on Factfinding Report

The representatives of the Wayne Co. Board of Commissioners and the OPBA Dispatchers Unit hereby agree to permit the factfinder to issue his report in Case # 98-MED-08-0709 based upon mediation and in lieu of an evidentiary hearing.

For The Dispatchers
Howard H. [Signature]
Date 11-2-98

For The Union
Joseph M. [Signature]
Date 11-2-98