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STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF FACT-FINDING )

BEFORE FACT FINDER:  
JAMES E. RIMMEL

Between )

ST. CLAIR TOWNSHIP TRUSTEES )

CASE NO.: 99-MED-08-0659  
FILE: 99 10261

And )

FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC. )

HEARD: 14 FEBRUARY 2000  
ST. CLAIR TOWNSHIP BLDG.

REPORT ISSUED: 27 MARCH 2000

APPEARANCES

For the Trustees:

Jeffrey R. Gordon, Esquire

For the FOP:

Michael Piotrowski, Esquire  
Rick Grochowski

BACKGROUND

This matter comes on for fact-finding following impasse in negotiations over an initial collective bargaining agreement for Township Dispatchers between St. Clair Township Trustees (Trustees) and the Fraternal Order of Police (FOP), Ohio Labor Council, Inc. While the parties met on five (5) separate occasions prior to fact-finding, the last being 20 December 1999 with mediator

Doug Crown, only minor, non-economic provisions were agreed to. In any event, the parties appeared at fact finding with a significant number of unresolved issues, a number through mediation by this fact finder that were reduced down to eight (8) at the conclusion of our business on 14 February 2000. The unresolved issues are as follows::

1. Duration of Agreement and Effective Date
2. Work Rules
3. Sick Leave - Definition of Immediate Family
4. Education and Training
5. Longevity
6. Wages
7. Contracting Out
8. Compensatory Time

At hearing, both parties were provided the opportunity to proffer written/testimonial evidence and argument with both availing themselves to those opportunities. It is this record, along with applicable factors prescribed under Administrative Rules 4117-9-05(K)(1)-(6), that was considered at arriving at the recommendations that follow. It is emphasized that all that was proffered by the parties has been considered, both in an evidentiary as well as argument format. The particulars, however, will not be iterated in this report in accord with SERB policy.

### DURATION

#### RECOMMENDATION:

The parties' bargaining agreement should reflect the following under its Duration

Article :

**THIS AGREEMENT SHALL BE EFFECTIVE 1 JANUARY 2000, AND SHALL REMAIN IN EFFECT (SUBJECT TO THE LIMITED REOPENER PROVIDED**

FOR UNDER ARTICLE \_\_) UNTIL 31 DECEMBER 2002, AND FROM YEAR-TO YEAR THEREAFTER UNLESS EITHER PARTY GIVES WRITTEN NOTICE TO THE OTHER OF ITS DESIRE TO MODIFY OR TERMINATE THIS AGREEMENT. SUCH NOTICE MAY BE GIVEN NOT MORE THAN NINETY (90) DAYS NOR LESS THAN SIXTY (60) DAYS PRIOR TO 31 DECEMBER 2002. IF ANY SUCH NOTICE IS GIVEN, THIS AGREEMENT SHALL REMAIN IN EFFECT UNTIL THE TERMS AND PROVISIONS OF A NEW AGREEMENT ARE AGREED UPON.

**RATIONALE:**

The reality of this matter is the parties have agreed to a three (3) year Agreement, the only stumbling block being the effective date of that Agreement. Given the May 1999 certification of this unit by SERB and the extended period between that certification and this point in time, I do not believe it is unreasonable to commence this initial Agreement as of 1 January 2000. This is also especially true given the uncertain status of this unit and the need to postpone the resolution of a number of economic issues.

**WORK RULES AND DIRECTIVES- SECTION 2.1**

**RECOMMENDATION:**

Section 2.1 of the parties' new collective bargaining agreement should read as follows:

WHENEVER MANAGEMENT DEVELOPS NEW WORK RULES THEY WISH TO PUT INTO EFFECT, THEY WILL FIRST PROVIDE THE UNION A COPY OF SUCH NO LESS THAN THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE OF SAID RULES. UPON REQUEST FROM THE UNION, MANAGEMENT WILL MEET WITH THE UNION NO LESS THAN TEN (10) DAYS PRIOR TO THE EFFECTIVE DATE OF THE NEW RULES TO DISCUSS THE NATURE, APPROPRIATENESS AND OTHER MATTERS OF CONCERN. SHOULD THE UNION CONTINUE TO DISAGREE WITH A GIVEN RULE(S), THEY MAY CHALLENGE THE REASONABILITY OF SUCH BY FILING A GRIEVANCE WITHIN THIRTY (30) DAYS OF THE EFFECTIVE DATE OF ANY NEW RULE UNDER THE PARTIES' GRIEVANCE AND ARBITRATION PROCEDURES. ALL NEW RULES WILL BE POSTED NO LATER THAN ONE (1) WEEK PRIOR TO THE EFFECTIVE DATE OF SAID RULES.

**RATIONALE:**

I believe the afore recommendation strikes a reasonable balance between the objective of Management to have an absolute right to promulgate work rules and the Union's position that no rule may be instituted without its concurrence. Under such terms, the Union is free to promptly challenge the reasonableness of a rule or take issue with such as to a possible conflict with provisions of the parties' Agreement. In any event, it is my experience that Unions do not generally want to have in place negotiated work rules that members may be disciplined under.

**SICK LEAVE - SECTION 13.4**

**RECOMMENDATION:**

Section 13.4 of the parties' collective bargaining agreement should read as follows:

THE IMMEDIATE FAMILY SHALL INCLUDE, MOTHER, FATHER, SPOUSE, CHILD, BROTHER, SISTER, GRANDPARENT, FATHER-IN-LAW, MOTHER-IN-LAW, SISTER-IN-LAW OR BROTHER-IN-LAW.

**RATIONALE:**

The parties having dealt with the scope of sick leave under previous sections of this Article, that being proposed here by both relative to inclusion of similar language under Section 13.4 is thus viewed as superfluous. There is, however, a need to deal with the definition of "immediate family," that chosen being a proviso that is currently found in the collective bargaining agreement between St. Clair Township and the FOP Officers/Sergeant Unit. It is believed that like usage is appropriate in this instance.

**ARTICLE 17 - EDUCATION AND TRAINING**

**RECOMMENDATION:**

A section captioned REQUIRED TRAINING reading as follows should be incorporated into the parties' collective bargaining agreement.

WHENEVER AN EMPLOYEE IS REQUIRED BY MANAGEMENT TO UNDERGO TRAINING, TIME SPENT IN ANY SUCH SESSION(S) IS TO BE COMPENSATED FOR AT THE EMPLOYEE'S APPROPRIATE HOURLY RATE OF PAY AND CONSIDERED AS TIME WORKED FOR CALCULATION OF ELIGIBILITY FOR OVERTIME. LIKEWISE, TRAVEL TIME BY ELIGIBLE EMPLOYEES IN TRAVEL ON TOWNSHIP BUSINESS TO AND FROM A DESIGNATED TRAINING SITE WHICH IS OUTSIDE THE LOCAL COMMUTING AREA AND AT WHICH THE EMPLOYEE REMAINS OVER NIGHT IS COMPENSABLE IF IT COINCIDES WITH THE EMPLOYEE'S NORMAL WORK HOURS FOR THE TOWNSHIP, WHETHER ON A SCHEDULED OR A NON-SCHEDULED DAY.

**RATIONALE:**

It is believed that the afore recommendation is consistent with applicable FLSA regulations and current labor/management practices in both the public and private sectors. It also provides reasonable controls over an employee's travel to and from mandated training sessions.

**WAGES, LONGEVITY, COMPENSATORY PAY AND CONTRACTING OUT**

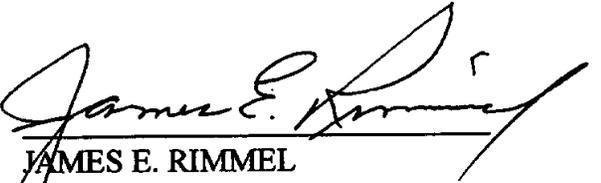
**RECOMMENDATION:**

WITHIN THIRTY (30) DAYS OF ANY DECISION BY THE TRUSTEES TO REESTABLISH THE POSITION OF TOWNSHIP POLICE DISPATCHER OR THE PASSING OF A SAFETY FORCES LEVY, EITHER PARTY MAY PROVIDE NOTICE TO REOPEN NEGOTIATIONS SOLELY ON THE ISSUES OF WAGES, LONGEVITY, COMPENSATORY PAY AND CONTRACTING OUT. ANY SUCH NOTICE TO BE PROVIDED BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, WITH ANY RESULTING NEGOTIATIONS BEING HELD UNDER THE PROVISIONS PRESCRIBED UNDER SECTION 4117 OF THE OHIO REVISED CODE.

**RATIONALE:**

Given the Township's announced intention to eliminate the position of Dispatcher and contract with the City of East Liverpool for dispatching services, these issues simply cannot be reasonably dealt with in this report, especially in light of financial records proffered at hearing for the

Township. Likewise, to in any way limit the Trustees right to contract out work at this point would be, in my opinion, an ex post facto attempt to undo an act of this governmental body. I realize that any proviso concerning contracting out could be limited to future decisions of the Trustees, but given the likely status of the dispatchers as of this report, as well as current "effects" negotiations, this matter is best left to future negotiations when the dispatchers status is clearer. That status, as the FOP suggests, may be determined by SERB!



JAMES E. RIMMEL  
FACT-FINDER