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STATE EMPLOYMENT RELATIONS BOARD
CONCILIATION REPORT
February 12, 2002

STATE EMPLOYMENT
RELATIONS BOARD

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WAYNE COUNTY COMMISSIONERS)
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Employer)
)
-and-)
)
OHIO PATROLMEN'S BENEVOLENT ASSOC)
(OPBA) DISPATCHERS, COMMUNICATION)
OFFICERS, AND LEAD COMMUNICATION)
OFFICERS)
)
Union)

CASE NO. 01-MED-08-0697

Appearances :

For the Employer:

Howard Heffelfinger,	Representative
Patrick C. Herron,	Wayne County Administrator
John P. Wise,	Wayne County EMA
Martin Bramlett,	Clemans, Nelson So. Consultant
Tim McClintock,	Wayne County Chief Building Official
Charles D. Hardman,	Captain, Wayne County Sheriff

For the Union:

Joseph M. Hegedus,	Representative
Rex Stuff,	Local Union Representative
Ron McCollum,	Local Union Representative
Mark Bartholomew,	Local Union Representative

Conciliator:

Joseph W. Gardner, Reg. No. 0033400
4280 Boardman-Canfield Road
Canfield, OH 44406
Phone: 330-533-1118
Fax: 330-533-1025

Introduction, Findings of Fact and Opinion

On November 9, 2001, the parties participated in fact-finding and a fact-finding report was issued on November 26, 2001. Said fact-finding report was rejected by one of the parties.

On December 18, 2001, the State Employment Relations Board (SERB) appointed the undersigned as conciliator in this matter. The parties were notified of the appointment and were notified as to available dates for the hearing. The representatives and the undersigned agreed to a hearing date of January 31, 2002, at 10:00 A.M., at the Wayne County Justice Center, Wooster, Ohio.

Prior to the conciliation hearing, both parties timely submitted position statements. On January 31, 2002, the parties met for the conciliation hearing.

Prior to the hearing both parties requested mediation. Extensive mediation took place where the parties reached agreement on all of the issues with the exception of longevity and wages.

During the extensive mediation, the representatives of both parties presented evidence and arguments regarding their respective positions. As for the first six issues, the parties agreed to the language that should go into the contract. After mediation, but before the conciliation hearing, the undersigned reviewed the stipulated language proposed by the parties regarding the first six issues. Pursuant to the Ohio Administrative Code, Section 4117-9-06 (E)(4), the undersigned gives permission to both parties to change their respective last offers to the jointly proposed language of the first six issues. Under said section, either or both parties may change a final offer with the permission of the conciliator and the undersigned permitted the parties submit a revised final offer to the conciliator. That final offer on all of the first six issues initialed by the

representative of both parties was introduced into evidence. As to issues seven and eight, the parties could not come to an agreement in mediation as to the proposed language.

After mediation ended, but before the conciliation hearing commenced, the Union moved to amend its final offer on wages (Issue No. 8) to a wage rate increase of 3½ percent for each year of the three (3) year contract. The Union based its right to amend under Section 4117-9-06 (E)(4) of the Ohio Administrative Code. Said Administrative Code Section states:

“... If, after submission of the parties’ reports, mediation efforts resolve in a change in a final offer, a party may, with the permission of the conciliator, submit a revised offer to the conciliator.”

In response to the Union’s request to amend its last and final offer regarding wages, issue number eight, the Employer opposed the amendment unless the Employer was given a continuance for an additional five (5) days after written notice of the change in the final offer.

The above Administrative Code Section states that a party may make a change in a final offer “with the permission of the conciliator”. This conciliator did not give the Union permission to amend its last offer for issue eight and therefor denied the Union’s request to change its final offer with regard to wages.

The parties proceeded to the conciliation hearing and presented evidence, arguments and stipulations of the first six issues and evidence and arguments on issues seven and eight (longevity and wages). At the conciliation hearing, the parties jointly introduced into evidence their stipulations on the first six issues which constitute the last and final offer of each party. The undersigned finds, as a part of the conciliation process, that the language proposed by both

parties in the first six issues is in the best interest of the parties and in the best interest of the taxpayers. All factors set forth in Section 4117-9-06(H)(1)-(6) have been reviewed and considered in regards to the first six issues. Based upon those six factors, the undersigned finds that the language proposed by the parties in all of those first six issues satisfy the requirements set forth in 4117-9-06(H)(1)-(6).

Issue No. 1 - Sick Leave

Findings of Fact and Opinion

The parties have agreed that Article 13, Sick Leave, is referenced to and dependant upon Article 24, Section 24.4 of the Employer's proposal and the recommendation of the fact finder. The parties further agree and stipulate and the undersigned finds that Article 13, Sick Leave, is an issue for conciliation and is properly before this conciliator for determination.

Final Settlement Offer Award:

The language in the contract shall be as follows:

ARTICLE 13 SICK LEAVE

Section 13.1. Crediting of Sick Leave. *Effective January 1, 2002, sick leave credit shall be earned at a rate of 4.6 hours for each eighty (80) of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff. The maximum time accumulated shall not exceed one hundred twenty (120) hours per year. Unused sick leave shall accumulate without limit."*

Section 13.2. *An employee who transfers from another public agency to the Wayne County Dispatch Center, or who has prior service with a public agency, shall be credited for up to a maximum of two hundred and forty (240) hours of sick leave earned with the other public agency, at the time the employee transfers*

to or is hired by the Wayne County Board of Commissioners. Deduction shall be made for any payment or credit given by the previous public agency in lieu of the employee taking sick leave. The previously accumulated sick leave of an employee who has been separated from public service shall be placed to his credit upon his reemployment in Wayne County provided such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service.

For purposes of this article, public agency shall include a state agency, county agency, municipality, or board of education.

Section 13.3. Expiration of Sick Leave. *If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a family or medical leave or other unpaid leave in accordance with the terms of this agreement.*

Section 13.4. Charging of Sick Leave. *Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.*

Section 13.5. Uses of Sick Leave.

- A. *Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:*
1. *illness or injury of the employee;*
 2. *death of a member of his immediate family;*
 3. *medical, dental, or optical examination or treatment of employee which cannot be scheduled during non-work hours;*
 4. *if a member of the immediate family is afflicted with a contagious disease or requires the care and attention of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and*
 5. *pregnancy and/or childbirth and other conditions related thereto.*

- B. 1. *Three (3) days sick leave may be granted to the employee who provides proof of attendance at the funeral of: brother, sister, spouse, child, mother, father, loco parentis, father-in-law, mother-in-law, grandparents, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, spouse's grandparents.*

Funeral leave days must be consecutive work days and include the day of the funeral. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive work days will be scheduled with the approval of the employee's immediate supervisor.

Sections 13.6. Evidence Required for Sick Leave Usage. *The Employer may require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.*

Section 13.7. Notification by Employee. *When an employee is unable to work, he/she shall notify his/her immediate supervisor or other designated person one (1) hour before the time he/she is scheduled to report to work on each day of absence, unless extraordinary circumstances make it impossible or unless the employee has made other reporting arrangements with his/her immediate supervisor.*

Section 13.8. Abuse of Sick Leave. *Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.*

Section 13.9. Practitioner Statement. *If medical attention is required, the employee shall be required to furnish a statement from a licensed practitioner notifying the Employer that the employee was unable to perform his/her duties.*

Where the employee is absent for three (3) or more days due to illness, or if the Board determines that there is a pattern of abuse of sick leave, the employee shall be required to furnish a statement from a licensed practitioner notifying the Employer that the employee was unable to perform his/her duties.

Section 13.10. Practitioner Examination. *The Employer may require an employee to take an examination, conducted by a licensed practitioner qualified in the relevant area and selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the County.*

Issue No. 2 - Overtime Compensation

Findings of Fact and Opinion

The parties proposed the following language. This proposed language of both parties meet the criteria set forth in Ohio Administrative Code Section 4117-9-06 (H)(1)-(6).

Final Settlement Offer Award:

The language in the contract shall be as follows:

ARTICLE 22 OVERTIME COMPENSATION

Section 22.1. *An employee shall be entitled to overtime compensation at one and one-half (1 ½) times his/her regular rate of pay for time actually worked in excess of forty (40) hours per week, beginning at 12:01 a.m. Sunday.*

Section 22.2. *For purposes of this article, only time actually worked, legal paid holiday time, vacation leave time, and compensatory time shall be considered in calculation of overtime payment. Time spent on paid sick leave, time spent traveling, and time spent overnight on official County business shall not be considered time worked for overtime purposes.*

Section 22.3. *Employees may elect to use compensatory time off in lieu of monetary compensation for overtime worked, at a time mutually convenient to the employee and the Employer. Compensatory time will not accrue beyond sixty (60) hours.*

Section 22.4. *All overtime shall be authorized by the Board or designee in advance of the overtime being worked. Unusual circumstances and situations may require employees to work overtime without having prior authorization.*

Section 22.5. *Any employee called back to work at a time that does not abut his regularly scheduled shift shall be guaranteed a minimum of two (2) hours pay at the appropriate rate. The guarantee of two (2) hours does not, however, apply when the employee is called back to correct his own error or to complete an unfinished work assignment.*

Section 22.6. *An employee who wishes to utilize compensatory time off will normally be required to submit a request in writing to his immediate supervisor at least seven (7) days in advance. However, an employee may be permitted to utilize compensatory time off with less than a seven (7) day request if such time is mutually agreeable to the employee and Employer.*

Issue No. 3 - Holidays

Findings of Fact and Opinion

The parties proposed the following language. Said proposed language of both parties meet the criteria set forth in Ohio Administrative Code Section, 4117-9-06(H)(1)-(6).

Final Settlement Offer Award:

The language in the contract shall be as follows:

ARTICLE 24 HOLIDAYS

Section 24.1 *Employee shall be entitled to the following paid holidays.*

<i>New Year's Day</i>	<i>1st day of January</i>
<i>Martin Luther King Day</i>	<i>3rd Monday of January</i>
<i>Presidents' Day</i>	<i>3rd Monday of February</i>
<i>Memorial Day</i>	<i>as designated by the Ohio General Assembly</i>
<i>Independence Day</i>	<i>4th day of July</i>
<i>Labor Day</i>	<i>1st Monday in September</i>
<i>Columbus Day</i>	<i>2nd Monday in October</i>
<i>Veterans Day</i>	<i>11th day of November</i>
<i>Thanksgiving Day</i>	<i>4th Thursday in November</i>
<i>Christmas Day</i>	<i>25th day of December</i>

Section 24.2. Any work performed by an employee on any one of the days listed in Section 1 shall be paid in accordance with Article 22 (Overtime Compensation) of the agreement.

Section 24.3. Employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above when to work is performed on such holidays.

Section 24.4. Each employee shall be entitled to one (1) day of personal leave with pay per year effective September 1, 1996. Each request for personal leave shall, whenever possible, be made at least one (1) day in advance of its intended day of usage (emergency consideration will be given), and must be approved by the employee's immediate supervisor.

An additional personal leave day with pay per year may be utilized under the same eligibility requirements but it shall be deducted from the fifteen (15) sick days entitlement.

Issue No. 4 - Vacation

Findings of Fact and Opinion

The parties proposed the following language. Said proposed language of both parties meets the criteria set forth in Ohio Administrative Code Section, 4117-9-06(H)(1)-(6).

Final Settlement Offer Award:

The language in the contract shall be as follows:

ARTICLE 25 VACATION

Section 25.1 Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service, as follows:

<i>Length of Service</i>	<i>Vacation</i>
<i>less than 1 year</i>	<i>none</i>
<i>1 year but less than 8 years</i>	<i>80 hours</i>

<i>8 years but less than 15 years</i>	<i>120 hours</i>
<i>15 years but less than 25 years</i>	<i>160 hours</i>
<i>25 years or more</i>	<i>200 hours</i>

Such vacation leaves shall accrue to employees at the following rates:

<i>Annual Vacation Entitled To</i>	<i>Credited Per Pay Period</i>
<i>80 hours</i>	<i>3.1 hours</i>
<i>120 hours</i>	<i>4.6 hours</i>
<i>160 hours</i>	<i>6.2 hours</i>
<i>200 hours</i>	<i>7.7 hours</i>

Section 25.2. *When determining vacation entitlement and service time, as outlined in Section 1 of this article, those employees hired prior to October 1, 1990, shall be credited with service time with Wayne County or any other political subdivision of the State of Ohio. For the purpose of vacation accrual, those employees hired on or after October 1, 1990, shall be credited only with service time with Wayne County or any other county in the State of Ohio.*

Section 25.3. *No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the Employer.*

Section 25.4. *Vacations shall be taken in minimum increments of eight (8) hours. Vacations are scheduled in accordance with the workload requirements of the individual divisions. For this reason, the Employer may require vacation requests be made sixty (60) days prior to the vacation period, and will post the vacation schedule within three (3) days. Adjustments to the schedule will be made based upon seniority and in accordance with the work load requirements as determined by the Employer.*

Section 25.5. *An employee wishing to change his/her scheduled vacation shall give the Employer two (2) weeks advance notice. All changes in the schedule shall be made on a "first come/first served" basis for those unscheduled and available weeks remaining. The employee shall be notified within two (2) working days of the approval or denial of said vacation request.*

The Employer may waive the advance notice if the employee can show that there is a bona fide emergency.

The Employer shall have the right to deny vacation requests if work load requirements so mandate.

Section 25.6 *Once the vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs.*

Section 25.7 *Generally, vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The Employer may, in special circumstances, permit an employee to accumulate vacation from year to year. This accumulations of vacation time must be approved in advance and must be in response to special circumstances as outlined in a written request submitted by the employee.*

Section 25.8 *The maximum accrual of vacation credit is limited to three (3) times the employee's annual entitlement. An employee who reaches maximum accrual shall cease to accrue vacation credit until such time as he/she reduces his/her vacation balance.*

Section 25.9. *Days specified as holidays in this agreement shall not be charged to an employee's vacation leave.*

Section 25.10. *An employee is entitled to compensation, at his current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition shall be compensated for any unused vacation leave accrued to his credit for the three (3) years immediately preceding the last anniversary date of employment.*

Section 25.11 *In the case of the death of an employee, the unused vacation leave and unpaid overtime to the credit of such employee shall be paid to his beneficiary, or to his estate.*

Issue No. 5 - Uniforms

Findings of Fact and Opinion

The parties jointly proposed the following language. Said proposed language of both parties meet the criteria set forth in Ohio Administrative Code Section, 4117-9-06(H)(1)-(6).

Final Settlement Offer Award:

The language in the contract shall be as follows:

***ARTICLE 33
UNIFORMS***

Section 33.1. *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.*

Issue No. 6 - Benefits

Findings of Fact and Opinion

The parties jointly proposed the following language. Said proposed language of both parties meet the criteria set forth in Ohio Administrative Code Section, 4117-9-06(H)(1)-(6).

Final Settlement Offer Award:

The language in the contract shall be as follows:

***ARTICLE 23
BENEFITS***

Section 23.1 *The Employer shall make available to all bargaining unit employees comprehensive major medical/hospitalization health care insurance,*

dental insurance, and prescription insurance pursuant to the plans in effect as of January 1, 2002. The Employer shall select carriers/providers and otherwise determine the method of provision and coverage. The participating employee may elect either single or family coverage.

Section 23.2. *The Employer agrees to pay eighty percent (80%) of the monthly cost for those bargaining unit employees who elect to receive health care, dental, or prescription coverage. The employee shall be required to pay the remaining twenty percent (20%).*

Section 23.3. *Effective January 1, 1999, the Employer shall provide, at no cost to employees, a death benefit in the amount of twenty thousand dollars (\$20,000).*

Section 23.4. *If, during the life of this agreement, it becomes necessary for the Employer to change carriers or modify coverage, the Employer agrees to meet with the Union in advance of such action for the purpose of discussing the change in carriers and/or modifications of coverage.*

Section 23.5. *Notwithstanding the provision(s) of Sections 1-4 of this article, which provide for health care coverage, the Union agrees that the Employer may offer alternative health care coverage program(s) during the term of this agreement.*

The terms and conditions of such alternative programs shall be determined by the Board of Commissioners. The cost and/or the terms and conditions of said program(s) shall be at the discretion of the Board of Commissioners and may be subject to change.

In the event of changes in the cost and/or terms and conditions of such alternative programs, affected employees may withdraw from said program and shall be entitled to the benefits described in Sections 1-4 herein.

Section 23.6. *The Employer agrees to indemnify and defend any bargaining unit employee from actions arising out of the lawful performance of his official and/or assigned duties.*

Section 23.7. *If the Wayne County Board of Commissioners adopts a plan to pay a monthly amount to those employees who chose to waive health care coverage, bargaining unit employees will be provided with the opportunity to participate in the plan.*

Issue No. 7 - Longevity
Findings of Fact and Opinion

The only evidence introduced was by the Union and that evidence was an exhibit showing “longevity for comparable jurisdictions.” After viewing the evidence presented, the contract language for longevity in the comparable jurisdictions were more similar to the language proposed by the Union rather than the language proposed by the Employer. Ohio Administrative Code Section 4117-09-06 (H)(2). The undersigned also finds that the Employer is not raising the defense of inability to pay. The undersigned finds that the language of the Union meet with the criteria that is set forth in the Ohio Administrative Code, rather than the language of the Employer.

Final Settlement Offer Award:

The language in the contract shall be as follows:

... Section 27.5. - Bargaining unit employees shall be entitled to longevity compensation based upon completed years of full-time service with Wayne County as follows:

<u><i>Length of Completed Service</i></u>	<u><i>Annual Longevity</i></u>
<i>after 12 years</i>	<i>\$150.00</i>
<i>after 14 years</i>	<i>\$250.00</i>
<i>after 16 years</i>	<i>\$350.00</i>
<i>after 18 years</i>	<i>\$450.00</i>
<i>after 20 years</i>	<i>\$550.00</i>

The employee’s annual longevity payments shall be divided by two thousand one hundred and six (2,106) and added to the employee’s hourly rate of pay. Longevity shall not be cumulative, i.e., upon the completion of the applicable number of years of service, an employee shall be eligible the annual longevity amount for that category only, as set forth above.

Issue No. 8 - Wages

Findings of Fact and Opinion

The last and final demand of the Union is a 4½% increase in the first year, 3% increase in the second year and a 3% increase in the third year. The last and final offer of the Employer is an increase of 3% each year of the three year contract.

Part of the history between the parties is evidenced by an agreement for an “equity increase” in wages in 1999. See Employer Exhibit Number 9. In that correspondence/agreement the parties agreed to a significant increase in wages, but also agreed that the particular agreement was not be used in negotiations for the wages in the year 1999. Both parties recognized that the members of the bargaining unit were significantly under paid and that “equity” or “fairness” mandated a pay increase. Those same reasons, equity and fairness, required that the agreed percentage increase in pay not be used against the unit in the 1999 bargaining process. This correspondence/agreement demonstrates that this bargaining unit was not only substantially underpaid, but its position after the equity increased was a “catch-up” situation with other comparable units. Ohio Administrative Code, Section 4117-9-06(H)(1). In reviewing all of the wage rate comparables, independently from the fact-finding report, the undersigned finds that the wage rate of this bargaining unit is somewhat behind or lower than like bargaining units from comparable jurisdictions. Of particular interest are the comparables set forth in Union Exhibit Number 6. That exhibit indicates that this bargaining unit is significantly below the average income of those comparables. Ohio Administrative Code, Section 4117-9-06(H)(2).

The Employer has not claimed inability to pay as a defense in this case. However, the Employer claims that the economic forecast of the County is dismal and that any surplus that the County has now will be significantly less in years to come. The Union on the other hand has shown that the past fiscal performance of the County has been good with average increases in income over the past ten (10) years. The Union has shown that there will be a surplus in funds of five million. This surplus would exist even with the major capital improvements that are now going on.

Of major importance is the relative cost between the offer of the Union and the offer of the Employer. The undersigned finds that the maximum difference in the last offer of the Union and the last offer of the Employer is estimated at \$10,000. This estimate is probably high and the actual cost is probably closer to \$5,000 - \$7,000. Taking into account the projected surplus of the County and the cost of the requested increase, the undersigned finds that the Employer has the ability to finance the proposal of the Union. This proposed increase would not have an effect on the normal standard of public service in that the undersigned does not find that this will trigger lay offs. Administrative Code, Section 4117-9-06(H)(3).

The authority of the Employer to set policy in these situations must be recognized. Ohio Administrative Code, Section 4117-9-06(H)(4). However, the policy setting authority of the Employer must be viewed equally with all other factors set forth in 4117-9-06 (H)(1)-(6).

The Employer argues that there is a conflict or a mistake in the fact-finding report. The fact-finder did find that during the favorable economic climate over the past few years, it was necessary for this County to grant larger than normal increases for this bargaining unit in order

to maintain those services after training. Since those pay increases, there has been no employee turnover. Therefore, the Employer argues that the employees are not “somewhat behind”.

The undersigned does not find any conflict nor does the undersigned find any mistake. As was stated earlier, the earlier pay adjustment increases were required just to keep people on the job. In other words, the pay rate before that was so low that employees would rather move to another county or another jurisdiction to work at those places rather than stay on this low paying job. Those equity increases simply made the employment somewhat comparable with the other jurisdictions.

This conciliator, independent from the fact-finder, finds that this bargaining unit is still paid less to those similar jurisdictions performing like employment. In other words, in spite of the equity increases, this unit is still “somewhat behind” in pay.

The undersigned finds that the Employer fears that granting an increase as requested by this bargaining unit will set a precedent for other bargaining units in the County. The Employer further argues that the Union has a hidden agenda to obtain the requested pay rate increase and use that pay rate increase for an internal comparable when bargaining in the future for other units. Those arguments may be relevant for future fact-finding or conciliation hearings regarding other units but are not relevant for this conciliation. The undersigned also finds that this small bargaining unit should not suffer because of what may happen in future proceedings regarding different bargaining units. At this point in time, this bargaining unit should be awarded the language proposed by the Union.

Final Offer Settlement Award:

The language in the contract shall be as follows:

Section 27.1. *Effective on the first day of the first full pay period in January of each year of this agreement, bargaining unit employees shall be paid in accordance with the following schedule:*

Classification		Level 1	Level 2	Level 3	Level 4
<i>Dispatcher</i>	2002	10.80	11.19	11.58	12.24
	2003	11.13	11.53	11.93	12.60
	2004	11.46	11.87	12.28	12.98
<i>Comm. Officer</i>	2002	12.59	13.10	13.63	14.08
	2003	12.97	13.50	14.04	14.50
	2004	13.36	13.90	14.46	14.93
<i>Lead Comm. Officer</i>	2002	14.46	14.85	15.49	15.67
	2003	14.90	15.30	15.95	16.13
	2004	15.34	15.75	16.43	16.61

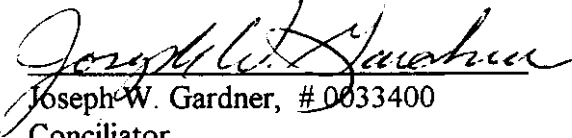
Section 27.2. *Eligible employees shall be moved from one (1) pay level to the next effective with the first day of the first full pay period following the employee's completion of twelve (12) months in the previous level. However, an exception to the above shall be that upon the completion of two (2) years experience as a dispatcher and upon receiving an above satisfactory performance evaluation, an employee will move to Level 1 of the Communications Officer classification.*

Section 27.3. *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 smooth transition in dispatching responsibilities from one (1) shift to another and shall require the bargaining unit member whose shift is ending to render a status briefing to the oncoming shift employee.*

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.

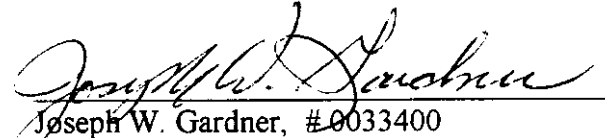
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CERTIFICATION

A copy of the foregoing Conciliation Report was forwarded to **Howard Heffelfinger, Attorney at Law, CLEMENS, NELSON & Associates, Inc.**, 5100 Parkcenter Avenue - Suite 120, Dublin, OH 43017-7563 and **Joseph M. Hegedus, Attorney at Law, CLIMACO LEFKOWITZ**, 175 South Third Street - Suite 820, Columbus, OH 43215 via Express mail, return receipt requested on the 12th day of February, 2002.

A copy of the foregoing Conciliation Report was forwarded to: **DALE A. ZIMMER, ADMINISTRATOR**, Bureau of Mediation, SERB, 65 East State Street, 12th Floor, Columbus, OH 43215-4213, via regular U.S. mail on the 12th day of February, 2002.


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