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STATE EMPLOYMENT RELATIONS BOARD

CONCILIATOR'S AWARD

IN THE MATTER OF:

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

AND

CITY OF FOSTORIA

Case Numbers:
10-MED-10-1461
10-MED-10-1462
11-MED-10-0376

Before Conciliator: Thomas J. Nowel

PRESENTED TO:

Mark J. Volcheck
Ohio Patrolmen's Benevolent Association
92 Northwoods Blvd., Suite B-2
Columbus, Ohio 43235
markvolcheck@sbcglobal.net

John Krock
Clemans, Nelson & Associates
6500 Emerald Parkway, Ste. 100
Dublin, Ohio 43016-6235
jkrock@clemansnelson.com

James R. Sprague
Interim General Counsel
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215

Thomas J. Nowel was appointed to serve as Conciliator in the above referenced cases by the State Employment Relations Board on July 7, 2011 in compliance with Ohio Revised Code Section 4117.14 (D) (1).

Hearing was held on August 29, 2011 at Fostoria City Hall. Prior to the hearing, the parties had engaged in negotiations and then presented issues that were at impasse at Fact Finding. The Report and Recommendation of the Fact Finder failed to resolve issues at impasse, and the matter was then moved to Conciliation. The parties timely filed the required pre-hearing statements.

Prior to the commencement of the Conciliation hearing, the parties engaged in mediation, and a number of issues at impasse were resolved. Those settlements and all other tentative agreements are hereby incorporated as part of this Award.

Initially Cases Nos. 10-MED-10-1461 and 10-MED-10-1462 were scheduled for hearing at conciliation. The parties, by mutual agreement, filed a "Notice of Consolidation" with the State Employment Relations Board to include Case No. 11-MED-10-0376 (Dispatchers) as a part of this matter at conciliation. The award of the Conciliator includes those unresolved issues of all three cases.

The Union represents approximately twenty-two employees in the three bargaining units including sixteen patrol officers and detectives, five Sergeants and Captains, and currently one dispatcher.

Outstanding issues include the following:
Article 11 and 21, Wages (all bargaining units)
Article 10 and 12, Overtime (all bargaining units)
Article 11 and 13, Sick Leave (all bargaining units)
Article 19, 20 and 21, Longevity (all bargaining units)
Article 17 and 19, Vacation (all bargaining units)
Article 33, Retirement Bonus (Dispatcher unit)

Those participating for the Union at hearing include the following:
Mark J. Volcheck, OPBA Attorney
Patrick Brooks, Command
Shilo C. Frankart, Patrol
Kent Reinbolt, Command
Gabriel Wedge, Patrol

Sonia Castillo, Dispatcher

Those participating for the City at hearing include the following:

John Krock, Chief Negotiator

Andrew Esposito, Consultant

James F. Schreck, Safety Service Director

John McGuire, Chief of Police

BACKGROUND

In analyzing the positions of the parties regarding each issue at impasse and then selecting one of the final offers, the Conciliator is guided by the principles that are outlined in ORC Section 4117.14 (G) (7) (a-f).

1. The past collectively bargained agreement between the parties.
2. Comparison of the issues submitted to fact finding relative to the employees in the bargaining unit involved 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 interests and welfare of the public, 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. The stipulations of the parties.
6. Other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact finding, or other impasse resolution procedures in the public service or in private employment.

In addition, the Fact Finder's Report and Recommendation in this case must be given consideration in respect to the issues pending conciliation.

During the course of the hearing, the parties had full opportunity to advocate for their positions, submit exhibits, present testimony and discussion and engage in rebuttal of the submissions and arguments of the other party. The parties are to be commended for narrowing the issues at hearing to six.

ARTICLE 11 AND 21, WAGES
ALL BARGAINING UNITS

CITY POSITION:

The City proposes a wage freeze for 2011. It then proposes a wage reopener for 2012 and a second wage reopener for 2013. The wage reopeners would be effective January 1, 2012 and January 1, 2013 for the Patrol and Command bargaining units and June 1 of those years for the Dispatcher bargaining unit.

The City argues that it has suffered a significant loss of private sector employment over the years, and income tax revenues have decreased. Over 25 years, Fostoria has lost over 5,000 manufacturing jobs. In addition, another local plant, InterMetro, is moving its operation to Mexico late in 2011 and early 2012. Over 100 jobs will be lost. Unemployment in Fostoria is over 10%, and it is 11% in Seneca County. The City has reduced expenditures to keep the budget in balance. Income tax revenues were projected at \$4.7 million for 2011, but this was prior to the loss of InterMetro. In comparison, the city income tax generated over \$6 million in 2007 and \$5.35 million in 2009. The bargaining units agreed to voluntary wage reductions to avoid layoffs in 2010, but now the wage rates have been reinstated. The Fostoria School Board pays for two city resource officers, but it is uncertain if this funding will be available in the future.

The annual Police Department Expenditure for 2010 was \$2.3 million compared to \$2.5 million in 2009 and \$2.7 million in 2008. Since 2007 the City has transferred into the General Fund \$1,200,236 from cash balances in order to meet expenditures. This included \$350,000 in 2010, and the City projects a cash infusion of \$208,247 in 2011 to meet expenses. The City's contingency fund was at \$0.

The City states that, among neighboring cities, Fostoria ranks low in total population. The average population is 21,616 while Fostoria has 13,931 residents. The City states that among the following regional cities, Sandusky, Fremont, Norwalk, Findlay, Tiffin, Ashland and Defiance, Fostoria ranks second in starting hourly wage for Police Sergeants, and \$3.34 per hour above the average. Fostoria's Sergeants are the highest paid based on top hourly wage. Within the same grouping of cities and adding Bucyrus, Marion and Galion, Fostoria ranks fourth for starting hourly wage for Patrol Officers but ranks the highest for the top hourly wage rate.

While the Fostoria starting wage rate for Dispatchers ranks in the lower 50% of comparable cities, they are at the second highest rank for the top hourly wage rate.

The City continues to advocate for its proposal by stating that the OPBA bargaining units received pay increases of 3% in 2008; 3% in 2009; and 3% in 2010. Non bargaining unit employees received a 2% increase in pay in 2008 and no increases in 2009, 2010 and 2011.

The cost of the Union's wage proposal is \$19,291 in 2012 and \$19,580 in 2013. The total cost over the three year collective bargaining agreement is \$58,162. This is a figure that the City is unable to afford. The City argues that its pay and benefit plan for its employees is number one in the region, and even in light of the City's wage freeze proposal for 2011, Fostoria's wages will continue to lead the area.

The City argues that its internal comparables are critical to this case. Service workers, represented by Local 811 AFSCME, have negotiated wage freezes for 2011 and 2012.

The City argues an inability to pay the proposal of the Union.

UNION POSITION:

The Union adopted the recommendation of the Fact Finder as its proposal in Conciliation. Wage freeze for 2011; 1.5% wage increase for 2012 and 1.5% wage increase for 2013. Effective dates are January 1 in 2012 and 2013 for Patrol and Command bargaining units and June 1 for the Dispatcher bargaining unit.

The Union argues that the Conciliator should generally defer to the Fact Finder, and it cited case history to support its contention. Its wage proposal for consideration by the Conciliator was reduced to that which the Fact Finder recommended in his Report.

The Union states that the City's claim of an inability to pay has not been proven. Fostoria is not on fiscal watch, and, in fact, the Total Fund Balance on January 1, 2010 was \$3,824,471. The unencumbered fund balances have increased each year since 2007, and on January 1, 2010, this balance was \$3,824,471.97. The Union states that the City has the ability to fund its modest wage proposals for 2012 and 2013.

The Union comparables arise from various cities in the Toledo, Northwest, Ohio region including Bowling Green, Findlay, Fremont, Maumee, Oregon, Norwalk, Perrysburg, Sylvania, and Tiffin. When wages and other paid benefits are included in the overall compensation package, Fostoria ranks only 1.79% above the average for Patrolmen; .55% above the average for Sergeants; and 5.71% below the average for Dispatchers. The Union cites the SERB Annual Wage Settlement Report which indicates that the average pay increase in Ohio for police

bargaining units was 1.39% for 2010. This is in line with the Union's proposal. The SERB Clearinghouse Wage Increase Report indicates that many police and dispatcher bargaining units in Northwest, Ohio received wage increases in 2011 ranging from 1% to 3% with very few wage freezes. The Union states that the Consumer Price Index rose 3.6% during this period.

The Union states that its wage proposal is reasonable and affordable by the City, and it is the same as that recommended by the Fact Finder. The new health care plan contains increased costs for employees, and the Union has negotiated pay concessions in other areas of the collective bargaining agreements. The AFSCME bargaining unit was willing to accept wage freezes as it did not wish to pursue its option to strike, and this comparable, as articulated by the City, should not persuade the Conciliator.

DISCUSSION AND AWARD:

Although the City stated that it is unable to fund the pay increase proposed by the Union at Conciliation, it is not clear that this is the case. The loss of InterMetro will impact the City in 2012 and 2013, but income tax collections are projected to increase by the end of 2011, and the General Fund budget is balanced. The City argues that the pay of Fostoria safety forces is at the top of comparable cities in the region and that a wage freeze will not change those numbers. Likewise, the modest increases proposed by the Union will not make a change in the ranking among similar jurisdictions. The cost of the Union's proposal is \$19,291 in 2012 and \$19,580 in 2013. The City's proposal requires that bargaining for a 2012 wage reopener would commence within the next two months. This approach does not allow for a time of stability between the parties, and this is one factor that makes the Union's proposal more reasonable.

There is a common thread to be found in conciliation awards. The Report and Recommendation of the Fact Finder carries weight and influence in the Conciliation process. The Fact Finder in this case recommended two 1.5% increases in the second and third year of the Agreements. The Union adopted the recommendation as its proposal. Fact Finder Kohler stated that the change from eight hour to twelve hour shifts has allowed for cost savings to the City in the area of overtime expenditures. He also indicated that employees will face higher medical costs beginning in 2012. These issues helped fuel his recommendation. In addition, other cost savings have been achieved with the revamping, through bargaining, of the holiday pay provisions of the Agreement. These savings, and others based on the overall Award, will help in offsetting some of the costs related to the modest wage proposals of the Union. **The Union's wage proposal is hereby granted.**

Wage rates for 2011 will remain the same as the rates that were in effect on December 31, 2010 for all bargaining units. Wage rates for the Patrol and Detectives

bargaining unit shall be increased by 1.5% effective January 1, 2012. Wage rates for the Patrol and Detectives bargaining unit shall be increased by 1.5% effective January 1, 2013. Wage rates for the Sergeants and Captains bargaining unit shall reflect the increases provided for the Patrol and Detectives bargaining unit pursuant to their Agreement and the practice of the parties. Wage rates for the Dispatchers bargaining unit shall be increased by 1.5% effective June 1, 2012. Wage rates for the Dispatchers bargaining unit shall be increased by 1.5% effective June 1, 2013.

ARTICLES 10 AND 12
VOLUNTARY OVERTIME, OVERTIME, HOURS OF WORK AND OVERTIME
ALL BARGAINING UNITS

CITY POSITION:

As a cost savings measure, the parties entered into a Memorandum of Understanding which created twelve hour shifts. This agreement between the parties has saved in overtime costs. Nevertheless, one or the other party may return to the eight hour shift schedules as outlined in the collective bargaining agreements. Therefore the City has proposed to eliminate double time entirely from all three collective bargaining agreements. Currently time and one-half is paid for the first two hours of overtime, and double time is paid for all consecutive hours worked following the first two hours. The City argues that it cannot afford to pay double time as outlined in the Agreements. It states that its comparables indicate that no other city in the region pays double time after ten hours worked, and a few pay no double time under any circumstance. In addition, the City recently reached agreement with its service employees union, AFSCME, which calls for time and one-half overtime pay after eight hours. Double time begins only after sixteen hours on the clock. In addition, the AFSCME bargaining unit agreed to eliminate double time on the seventh consecutive work day. The City also proposes to eliminate the overtime provision related to injury on the job as found in Sections 10.2 and 12.2 of the Patrol and Command Agreements. The City asks the Conciliator to award its proposal effective January 1, 2012.

UNION POSITION:

The Union argues that the history of bargaining is very clear. Double time calculations date back to the 1987 collective bargaining agreements, and the overtime injury provision dates back to 1996. The double time provisions for Dispatchers dates to 1996. The Union illustrates that a number of regional cities continue to provide overtime compensation at the double time rate. The Union asks the Conciliator to maintain status quo regarding double time

provisions and the overtime for injury provision. The Union additionally proposes to add language in the Patrol and Detective Agreement that states that Captains and Sergeants may not work overtime in a Patrol or Detective position until the overtime has been offered to all other patrol officers. The Union proposes parallel language in the Sergeants and Captains Agreement. This reinforces rights already outlined in the Agreements.

DISCUSSION AND AWARD:

The parties are to be commended for developing the MOU regarding twelve hour shifts in an effort to control overtime costs. Obviously both parties recognize these cost savings are critical during this economy and reduced City revenues. During hearing, participants indicated that overtime costs have been minimized, and many employees are becoming accustomed to the change in shift structure. Nevertheless, a return to the work day structure, as outlined in the collective bargaining agreements, is a possibility at any time.

The difficulty in conciliation is selecting one or the other final offer when a compromised position would have created more equity. The City proposes to eliminate all double time, and the Union wishes to retain all double time. A middle ground would have served the parties well. The City argues that its comparables indicate that no surrounding jurisdictions pay double time after ten hours. Nevertheless, five of the ten comparables used by the City for Patrol Officers indicate that double time is paid under certain circumstances. For example, the City of Marion pays double time after fourteen hours of continuous work. Of the seven comparables used by the City to illustrate double time payment for Dispatchers, three provide this benefit under a variety of circumstances. For example, the City of Bucyrus pays double time after 12 hours of continuous work. Similar comparisons are found among the comparables utilized by the Union.

The City states further that its service union, Local 811, agreed to give up double time on the seventh work day, but employees in this bargaining unit will continue to be paid double time after 16 hours of continuous work. The City proposal for Patrol, Command and Dispatchers is the complete elimination of double time, but other city employees will continue to receive this benefit under certain limited circumstances. External and internal comparables do not justify the complete elimination of double time.

At the current time, double time payment is not a crucial issue based on the MOU negotiated by the parties which allows for 12 hour shifts. This was a factor that Fact Finder Kohler considered when he recommended no change in the overtime provisions of the Agreements. He states in his Report that "...the twelve hour shifts began only recently, additional time is necessary to determine if the change is successful in reducing overtime

costs.” This Conciliator agrees. The parties have been successful, through the collective bargaining process, at containing overtime costs, and they should continue to do so during the term of the renewal collective bargaining agreements. At hearing, Union participants stated that they enjoy the 12 hour shift system. Fact Finder Kohler states additionally that “...management has control over the amount of work performed at the overtime rate.” While this is true, it is to the benefit of both parties to continue to monitor and control costs in this area. **The Union’s position in this matter is meritorious.**

Current language regarding overtime payments will be maintained in the overtime articles of the three collective bargaining agreements.

The proposals by the Union, to allow Patrol Officers to work their overtime prior to it being offered to Sergeants and Captains; and Sergeants and Captains to work their overtime prior to it being offered to Patrol, are reasonable. Testimony indicated that this has been a long standing practice, and current contract language already reinforces these rights. The Union’s proposals are a clarification, and the City did not object at hearing. The appropriate provisions shall read as follows.

Article 10, Voluntary Overtime (Sergeants and Captains)

Section 1. Voluntary Overtime. Overtime shall be voluntary and not required except in situations, which are deemed necessary by the Chief or his designee. Once an overtime assignment is accepted, it shall be considered part of an employee’s normal and regular work assignment. No Captain or Sergeant shall have the right to work overtime in a Patrol Officer position until the position has been offered to all eligible Patrol Officers first. Likewise, no Patrol Officer shall have the right to work overtime in a Sergeant or Captain position until the overtime has been offered first to all Sergeants and Captains.

Article 12, Overtime (Patrol and Detectives)

Section 1. Voluntary Overtime. Overtime shall be voluntary and not required except in situations, which are deemed necessary by the Chief or his/her designee. Once an overtime assignment is accepted, it shall be considered part of an employee’s normal and regular work assignment. No Captain or Sergeant shall have the right to work overtime in a Patrol Officer position until the position has been offered first to all Patrol Officers.

ARTICLE 11 AND 13, SICK LEAVE
ALL BARGAINING UNITS

CITY POSITION:

The City proposes to modify Section 4 of the Sick Leave articles to reduce the annual payout of sick leave accumulation which exceeds 120 days. The current Agreements provide that any employee, who has accumulated 120 days of sick leave, will receive a cash payment in December of each year for all accumulated days over 120 days but not to exceed 15 days. This is paid at 100% of each day. The City proposes that payment will be made at one-half (1/2) of the unused accrual over 120 days and not to exceed 7 ½ days.

The City argues that this is a cost savings measure and that no other City provides a benefit at this level. The City states that comparables in regional cities support its assertion that this is an excessive plan. Of ten surveyed cities with Patrol and Command employees, eight have no sick leave payout provisions, and two have plans which are significantly less than Fostoria. The same holds true for Dispatchers. Five of seven surveyed cities provide no payout, and two provide benefits which are inferior to those of Fostoria.

UNION POSITION:

The Union argues that cash out provisions for Patrol and Command employees have been in collective bargaining agreements since 1987 and for Dispatchers since 1996. The current collective bargaining agreement between the City and the IAFF still provides for annual sick leave payout. The Union goes on to state that only one employee benefited from this provision in 2010. But this benefit is an incentive for employees to monitor and use sick leave only when necessary. The Union cites the award of a Conciliator who, in a jurisdiction in Northeast, Ohio, retained a provision regarding annual sick leave payout which the Employer had proposed to eliminate. The Union argues for the status quo.

DISCUSSION AND AWARD:

During previous negotiations between the parties, an agreement was reached to limit this benefit to employees hired prior to January 1, 2005. The seniority dates of a majority of bargaining unit employees occur after this date, and the Union stated that only one employee benefited from this provision during 2010. External comparables provided by the Union mirror those provided by the City. One jurisdiction in a survey of nine provides for an annual cash out, and the jurisdiction with this benefit provides it at 50%, similar to the City of Fostoria's

proposal. The City indicated that it has a similar proposal on the table in its negotiations with the IAFF. **The City's proposal is reasonable and is therefore granted. Section 4 of the appropriate Articles of the Agreements will read as follows and the modification will become effective on January 1, 2012.**

Section 4. Miscellaneous. Any employee who has accumulated one hundred twenty (120) sick days shall be paid on the first pay period of December of each year a cash payment for one-half (1/2) of their unused annual accrual, but such payment shall not exceed seven and one-half (7 ½) days.

All other provisions in Section 4 remain unchanged.

ARTICLES 19, 20 AND 21, LONGEVITY
ALL BARGAINING UNITS

CITY POSITION:

The City proposes to modify the Longevity provision of the Agreements by creating a second tier of benefits for employees hired after January 1, 2012. Currently employees earn Longevity Pay based on the following schedule, 2% after five years; 4% after ten years; 6% after fifteen years; and 8% after twenty years. The schedule for new employees would reflect \$50.00 for each year of continuous service after five years to a maximum of twenty-five years and not to exceed \$1250.00.

The City argues that, of ten comparable regional jurisdictions, Fostoria ranks second in amount of longevity paid its safety forces, and its employees are paid significantly more than the regional average. In addition, the Fostoria service workers, Local 811, agreed to this proposal in its recent negotiations. The City's original proposal was to implement the new schedule for all employees beginning on January 1, 2012. Its proposal now would not affect current employees.

UNION POSITION:

The Union states that the current Longevity Plan dates back to 1987 for Patrol and Command and 1996 for Dispatchers. Currently Longevity in the IAFF Agreement has not been reduced for new employees. The Union presents a set of comparables to promote its response to maintain current contract language. It rejects the City's proposal for new employees.

DISCUSSION AND AWARD:

The comparables submitted by the Union illustrate that Longevity is paid in a variety of formats from percentages to cash sums, and a number of jurisdictions have bargained second tier plans for newer employees. This is similar to the City's proposal. Fact Finder Kohler recommended against the City's initial proposal to implement the reduced Longevity plan for current employees beginning the first of next year. His concern was the loss of expected compensation for all employees in the bargaining unit. The City's current proposal before the Conciliator would not reduce this benefit for current employees. **In light of external and internal (Local 811) comparables and the City's need to contain costs, the City's proposal is granted. Articles 19, 20 and 21, Longevity, will read as follows;**

Section 1. Schedule. In addition to the wages specified herein, each employee covered by the terms of this Agreement and hired prior to January 1, 2012 shall be entitled to receive additional payment in accordance with the following schedule on regular hours paid up to two thousand eighty (2080) hours per year.

Schedule	Longevity Bonus
After 5 years of service	2% of base salary
After 10 years of service	4% of base salary
After 15 years of service	6% of base salary
After 20 years of service	8% of base salary

Section 2. Each regular, full-time employee who has completed a minimum of five (5) years of continuous employment with the employer and hired after January 1, 2012 shall receive an annual longevity payment as provided below.

The amount of such annual longevity payment shall be equal to \$50.00 for each year of continuous employment over five (5) years up to a maximum of twenty-five (25) additional years. Therefore, no employee's annual longevity payment shall exceed \$1250.00.

Longevity shall be added to the employee's base hourly rate for the purpose of determining the employee's total overtime compensation.

Section 3. Anniversary Date. The years of service period shall be determined by starting with the beginning of the employee's employment with the City.

ARTICLES 17 AND 19, VACATIONS
ALL BARGAINING UNITS

CITY POSITION:

The City proposes to eliminate the “plus 2 days” of vacation which are accrued at years 5, 10, 15 and 20. As part of this proposal at Conciliation, the City modified its proposal to allow employees, who are currently receiving these two days, to continue to receive them until they move to the next level of accrual.

The City argues that it considers this a cost savings proposal which is important due to reduced revenues. In addition, the Local 811 bargaining unit recently agreed to this modification of the vacation plan. Regional comparables indicate that Fostoria is at the top of the list in terms of maximum number of hours which may be accumulated for Patrol, Command and Dispatchers. The City originally proposed the immediate elimination of the two days beginning on January 1, 2012 but modified its proposal to allow employees, who are currently on the two day step, to retain these vacation days prior to moving to the next step of the plan.

UNION POSITION:

The current vacation schedule, with the two plus days, has been in effect since 1999 for Patrol and Command employees and 2002 for Dispatchers. The Fostoria vacation schedule is not out of line with regional comparables. Many jurisdictions in the area provide for six weeks of vacation after the completion of twenty-five years of service. The Union argues that the City’s proposal is an unreasonable concession and asks the Conciliator to maintain status quo.

DISCUSSION AND AWARD:

The City’s original proposal would have immediately eliminated the two plus days on January 1, 2012. A number of employees could have lost two vacation days each year until moving to the next step of the vacation schedule. The City’s proposal at Conciliation was modified to allow employees already receiving these days to retain them until moving to the next step of the plan. This is a reasonable proposal that ensures no lost benefit for current employees and a cost savings for the City. Both parties submitted regional comparables, and the two plus day arrangement is somewhat unique to Fostoria although certain jurisdictions provide for annual increases in earned vacation hours. Generally Fostoria is at the top of the list for total vacation accrual. It is significant that the internal comparable, Local 811, mirrors the City’s proposal to the OPBA. The City’s proposal is also meritorious in that any attempt to control overtime costs, when covering for vacationing employees in a small department, must be considered. **The City’s proposal is granted effective January 1, 2012, and the appropriate sections for all three Agreements will read as follows.**

Section 1. Vacation. Employees will be granted time off for vacation during the year following the employee’s anniversary date subject to manning requirements and based upon the following schedule:

<u>Length of Service</u>	<u>Vacation Credit</u>
After 1 year	2 weeks (80 hours)
After 8 years	3 weeks (120 hours)
After 12 years	4 weeks (160 hours)
After 18 years	5 weeks (200 hours)
After 25 years	6 weeks (240 hours)

Employees currently receiving the “plus 2 days” of vacation after 5, 10, 15, and 20 years of service will continue to receive these “plus 2 days” until they reach their next level, 8, 12, 18, and 25 years of service, at which time they will only receive the days listed on the new schedule.

In addition, the third paragraph of Section 6 will be retained as follows.

An employee is also entitled to holiday pay for holidays worked under Article 18, Section 1, Holidays, when the employee has been paid regular time for working the holiday, but has not taken compensatory time off under said Section.

ARTICLE 33, RETIREMENT BONUS
DISPATCHER UNIT

CITY POSITION:

The City proposes to delete Article 33, Retirement Bonus, from the collective bargaining agreement which covers the Dispatchers. This provision provides for a \$5000.00 payment to any employee who retires pursuant to Ohio PERS and who has worked for the City as a Dispatcher for 30 or more years. This benefit is in addition to the sick leave cash out upon retirement which is contained in Article 13 of the Agreement. The City argues that this generous benefit is not found in any collective bargaining agreement in the region, and it was eliminated for Patrol and Command employees during a previous negotiation. The City states further that there is currently one actively employed Dispatcher who was hired in 2006. This provision of the Agreement would not have any effect on the parties for at least the next 25

years. It was bargained initially to provide a retirement incentive for longer term employees and is no longer relevant.

UNION POSITION:

The Union rejects the City's proposal to delete this provision of the Dispatcher Agreement. It was negotiated in 1996 at a rate of \$1500.00 and was increased to \$5000.00 in 2002. There is no reason to eliminate this benefit for the future.

DISCUSSION AND AWARD:

During hearing, the City stated that this benefit was originally negotiated to encourage certain long term Dispatchers to retire. This benefit may have actually been a cost savings measure at the time by motivating the retirement of more highly paid employees who would be replaced with junior dispatchers at lower wages, longevity and benefits. During hearing, members of the Union bargaining team confirmed that this was true. It is important to note that the Union agreed to eliminate this benefit for its Patrol and Command members during a previous negotiation, and the provision has no real relevance any longer as the sole member of the Dispatcher bargaining unit was hired in 2006. **The proposal of the City is granted effective January 1, 2012. Article 33, Retirement Bonus, is hereby deleted from the Dispatcher collective bargaining agreement.**

CONCLUSION

After review of the pre-hearing statements of the parties, all facts presented at hearing and review of all exhibits, the Conciliator has developed the awards as contained in this report. In addition, the Conciliator has given consideration to the positions taken by the parties regarding each issue at impasse and to the criteria enumerated in Ohio Revised Code Section 4117.14 (G) (7) (a - f).

In addition to the awards contained in this report, all unopened articles and all tentative agreements reached by the parties, including those achieved prior to the conciliation hearing, are hereby included by reference.

Respectfully submitted and issued at Cleveland, Ohio this 20th day of September, 2011.



Thomas J. Nowel
Conciliator

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of September, 2011, a copy of the forgoing Award of the Conciliator was served upon Mark J. Volcheck, representing the OPBA, John Krock, representing the City of Fostoria, and James R. Sprague, Interim General Counsel, State Employment Relations Board, by way of electronic mail.



Thomas J. Nowel
Conciliator

