

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

MAY 22 10 23 AM '98

CONCILIATION PROCEEDINGS

CASE NO. 97-MED-10-1061

ROBERT C. DEVLIN

CONCILIATOR

In the Matter of: }
Ohio Patrolmen's Benevolent Association }
and } May 8, 1998
Local Organization of }
Governments in Cooperation }
(L.O.G.I.C.) }

REPORT AND FINDINGS OF THE CONCILIATOR

APPEARANCES

On Behalf of the Union:

Nicholas Codrea, Jr., Ohio PBA Staff Representative
Don Bergmeyer, Director
Don DeVault, Jr., Assistant Director

On Behalf of Management

Robert J. Tscholl, Attorney
Ted R. Heck, Fire Chief, Jackson Township

PRELIMINARY COMMENTS

The STATE EMPLOYMENT RELATIONS BOARD originally appointed the writer as Fact-Finder in this matter. G. Thomas Worley, Administrator, Bureau of Mediation, duly notified the parties by letter on December 6, 1997. However, the parties agreed that it would be in the best interests of all concerned if the fact-finding step be bypassed and conciliation be instituted.

The effect of such action is twofold:

1. The findings of the Conciliator are binding, and
2. The State is relieved of any financial responsibility in the matter.

The Conciliation proceedings were held on May 8, 1998 at the Jackson Township Office which is located on Mudbrook and State Route 241.

Actually, the matter before the Conciliator is a wage re-opener (Article XVII of the Collective Bargaining Agreement). There are two (2) facets to the problem:

1. A general increase
2. Premium pay for Training Officers

The parties agreed that any amounts awarded by the Conciliator would be effective retroactively to January 1, 1998.

The parties had met and negotiated only twice prior to May 8, 1998.

Along with the testimony, discussion and exhibits, consideration was given to the criteria provided by statute and administrative rule.

The Conciliator would be remiss if he did not compliment the parties involved in the preparation and the presentation of their respective positions.

ISSUES AND FINDINGS

ISSUE: WAGES – Article XVII, Section 1

POSITION OF THE UNION: The position of the Union is that a general increase of six percent (6%) is necessary in order to properly compensate the employees of the bargaining unit compared with the similarly situated employees within the labor market.

POSITION OF THE MANAGEMENT: It is the position of the Management that although it is in agreement that some adjustment is certainly in order that we should be careful not to create an imbalance which might negatively impact the labor-management relationships within the amalgamated group. Management suggests that a general increase of two and nine-tenths percent (2.9%) would be more appropriate.

OPINION OF THE CONCILIATOR: As previously indicated, the parties agreed that the proceedings would be considered as conciliation (binding) rather than fact-finding (advisory). The parties also granted the Neutral some discretion rather than the “final offer” mode normally employed in conciliation cases.

Accordingly, the Conciliator in assessing the situation came to the conclusion that comparables are more persuasive when less remote. The unusual bargaining structure in the instant case bolsters this conclusion. However, the management offer could be increased without undue impact on other labor-management relationships.

DECISION OF THE CONCILIATOR: It is the decision of the Conciliator that the following wage adjustment be made:

<u>EFFECTIVE DATE</u>	<u>% INCREASE</u>
1/1/98	5.0

N.B.: The calculations necessary for Article XVII, Section 1 shall be left to the parties.

ISSUE: WAGES – Article XVII, Section 2

POSITION OF THE UNION: It is the position of the Union that premium pay of \$0.50 per hour be provided for all hours served as Training Officer. The Union feels that the additional training required, responsibility assumed, and expertise necessary clearly justifies additional compensation.

POSITION OF THE MANAGEMENT: It is the position of the Management that some premium pay should be provided. For reasons previously stated, Management proposed \$0.25 per hour.

OPINION OF THE CONCILIATOR: It is the opinion of the Conciliator that the offer of Management appears to be more in line with the persuasive comparables.

DECISION OF THE CONCILIATOR: It is the decision of the Conciliator that Article XVII, Section 2 read as follows:

Section 2. An employee designated by the employer as a Training Officer shall receive a payment of \$0.50 per hour for all hours served as Training Officer effective January 1, 1998.



ROBERT C. DEVLIN
Conciliator

Dated: May 18, 1998

Certificate of Service

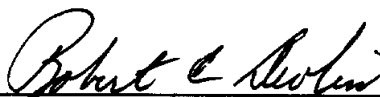
The foregoing Report and Findings of the Conciliator was sent on May 18, 1998

by regular U.S. mail to the following:

G. Thomas Worley, Administrator
Bureau of Mediation
State Employment Relations Board
65 East State Street
Columbus, Ohio 43215

Nicholas Codrea, Jr.
Ohio Patrolmen's Benevolent Association
10 Beech Street
Berea, Ohio 44017

Robert J. Tscholl, Esq.
740 United Bank Building
220 Market Avenue South
Canton, Ohio 44702



ROBERT C. DEVLIN
Conciliator

Arbitrators

Mediators

DEVLIN & DEVLIN, INC.

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STATE EMPLOYMENT
RELATIONS BOARD

Fact-Finders

Conciliators

May 26 8 57 AM '98

May 18, 1998

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10 Beech Street
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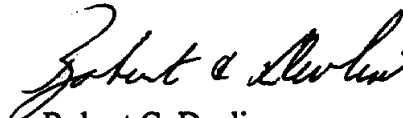
Re: 97-MED-10-1061

Gentlemen:

Enclosed please find a corrected page four of Report and Findings of the Conciliator due to typographical error.

Please accept our apologies for any inconvenience we may have caused.

Very truly yours,


Robert C. Devlin

RCD:pq

Enclosure

cc: G. Thomas Worley

Labor

Malpractice

Securities

Options

Commodities

Miscellaneous Civil

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