

FACT-FINDING REPORT
STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
January 16, 2024

IN THE MATTER OF:)	SERB CASE NUMBERS
BATH TOWNSHIP, OHIO)	2023-MED-08-0581 (PATROL)
3864 WEST BATH ROAD)	AND
BATH, OHIO 44210)	2023-MED-08-0582 (DISPATCHERS)
(EMPLOYER))	
-AND-)	
THE FRATERNAL ORDER OF POLICE,)	FACT-FINDER
OHIO LABOR COUNCIL, INC.)	RICHARD F. NOVAK
(FOP/OLC))	
2721 MANCHESTER ROAD)	
AKRON, OHIO 44319)	Hearing Date: December 19, 2023
(EMPLOYEE REPRESENTATIVE))	

APPEARANCES

For the FOP/OLC

Eric Changet – FOP
Staff Representative

Jeremy Emerson
911 – Dispatcher

Benjamin Falconer
Patrolman

Grant Van Fossen
Patrolman

For The Employer

Robin L. Bell
Regional Manager – Human Resources –
Director Clemans, Nelson & Associates Inc.

Vito F. Sinopoli, Esq.
Bath Township
Township Administrator/Chief of Police

Steven Brown
Captain – Police Department

Gregory R. Thewes
Fiscal Officer

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Ledgend:

- Single spaced yellow shading is ORC or OAC sections
- Italics bold type – Fact-Finders emphasis
- Red type – Fact-Finders findings – CBA language, where applicable

ADMINISTRATION

By correspondence dated November 15, 2023, from the State Employment Relations Board, Columbus, Ohio, the undersigned was notified of his appointment to serve as Fact-Finder in compliance with Ohio Revised Code Section 4117.14(C)(3) to hear arguments and make a finding of fact relevant to the issues before the Fact-Finder.

The Bargaining Units Before the Fact-Finder

The bargaining units to which this report applies is: Bath Township, Ohio FOP/OLC Inc. Police Officers Unit and Dispatchers Unit.

For purposes of this Report, the Bargaining Unit is defined as including all full-time Police Officers, as set forth in SERB Case No. 2012-REP-11-O128.

For purposes of this Report, the Bargaining Unit is defined as including all full-time Police Dispatchers, as set forth in SERB Case No. 2012-REP-11-O127.

The Police Officer bargaining unit is comprised of fifteen (15) members. The Dispatchers bargaining unit is comprised of five (5) members.

I. BACKGROUND OF 2023-MED-08-0581 AND 2023-MED-08-0582

The fact-finding hearing occurred on December 19, 2023, at the Bath Township Trustee meeting room at 3864 West Bath Road, Ohio at 11.00 a.m. between the Township of Bath, Ohio and the FOP/OLC, Inc. who represents the Patrol Officers and Dispatchers bargaining units. The hearing was closed at 4:00 p.m. by Fact-Finder Richard F. Novak.

Bath Township was founded in 1818 and is located on the western edge of Summit County, bordering Medina County in northeast Ohio. Bath Township comprises approximately 23 square miles, and is a mix of suburban and rural community. The 2020 U.S. Census count places Bath Township's population as 10,024.

Ohio Townships have only those powers conferred upon them by the State Constitution and state statutes. Bath Township, as well as other townships in the state, is governed by a 3-member Board of Trustees.

Townships, unlike other forms of local government, have very limited funding streams. Townships are primarily funded through property taxes levied on real property within the township. Bath Township funds its Police Department through the collection of property taxes resulting from three Police Protection Levies: a 2015 2 mil replacement and increase levy for which it is estimated to collect at \$1,102,209; a 1997 1.65 mil additional continuing levy for which it is estimated to collect at the rate of \$818,634; and a 2003 additional continuing 3.0 mil levy for which it is estimated to collect at the rate of \$1,653,314. All of these estimates are for 100% collection rate¹. Any increases to these levies, or any additional levies must be brought before the Bath Township electorate.

The bargaining impasse resulted after tentative agreements were reached with these two units and with the police supervisor's unit; and subsequently was rejected by the members of the police and dispatcher's units. The supervisor's unit approved the tentative agreement. There exists other bargaining units within the Township for service workers and fire fighters. However, the parties, at the hearing, openly acknowledged that "Pattern Bargaining" or "Me Too Agreements" have not historically existed with the other bargaining units.

The fact-finding hearing duration was five (5) hours. In summary, a substantial amount of information was submitted in evidence by the FOP and the Bath Township in support of their respective positions. The parties engaged in mediation with the Fact-Finder.

¹ Revenue numbers obtained from the Feb 6, 2023, Summit County Budget Commission Certification of Tax Levy.

II. EXHIBITS AND STIPULATIONS

The parties submitted at the hearing the following which is a part of this record and findings by reference.

a. Joint Exhibits - Following are included in this Report (By reference)

- The current Collective Bargaining Agreement (CBA) for the Patrol Officers (2020-MED-08-0800) and for the Dispatchers (2020-MED-08-0799) units.

b. Stipulations

- i. The cases 2023-MED-08-0581 and 2023-MED-08-0582 are properly before this Fact-Finder.
- ii. The parties have executed a 4117.14(G)(11) waiver providing for retroactive increases in all matters of compensation to January 1, 2024. (Waiver included by reference)

III. THE STATUTORY REQUIREMENTS FOR REVIEW OF EVIDENCE/ARGUMENTS PRESENTED AT THE HEARING

This Fact-Finder is governed by O.R.C. 4117.14(C)(4)(e) set forth the factors that the Fact-Finder must consider when determining his/her findings of resolution to issue at impasse. Those factors are set forth in Ohio Administrative Code 4117-9-05(J)(K).

Factors to be Considered by Fact-Finding Panel

4117-9-05(J) The fact-finding panel, in making findings of fact, shall take into consideration all reliable information relevant to the issues before the fact-finding panel;

4117-9-05(K) The fact-finding panel, in making recommendations, shall take into consideration the following factors pursuant to division (C)(4)(e) of section 4117.14 of the Revised Code;

4117-9-05(K)(1) Past collectively bargained agreements, if any, between the parties;

4117-9-05(K)(2) Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and

- private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- 4117-9-05(K)(3) The interests and welfare of 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;
- 4117-9-05(K)(4) The lawful authority of the public employer;
- 4117-9-05(K)(5) Any stipulations of the parties;
- 4117-9-05(K)(6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

IV. FACT-FINDERS CONCLUSIONS REGARDING THE FINANCIAL STATUS OF BATH TOWNSHIP

The Police Department is not funded by the general fund of Bath Township; rather the Police Department's financial resources are funded by levies (tax) on real estate values approved by Township voters.

There are three (3) levies that provided the revenues to operate the Police Department (in other words, pay wages and all other expenses incurred by the Bath Township Police Department. By Ohio Statue R.C. 319.301, "Reduction Factor" revenues from levies each year are capped at the revenue dollar amount generated in year one of the levy. The reduction factors operate to limit the amount of revenue raised by a levy to, in effect, offset the inflationary growth in the value of real property being taxed. Most levies are for a limited-term, not to exceed five (5) years.

It is significant that this funding method for the Police Department provides very limited growth in Police Department revenues. Added revenue usually only comes from new construction. The FOP financial consultant "Sargent and Associates" presented the following information.

Police Dept: The Bath Township Police Dept. is supported by the Police District Fund. The Police District Fund received \$3,500,000/year from 6.65 mills of separately voted property tax levies. Other revenue includes donations and alarm fees. Expenditures include police officer wages, OPERS, Medicare, all medical insurance costs for the Police Dept.. services, repairs, and supplies.

The chart below shows the history of revenues and expenditures from the Police District Fund over the past 5 years:

	Dollars					
	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
1-1 Balance	1,315,000	1,559,000	1,787,000	2,739,000	2,867,000	3,063,000
Revenues	3,363,000	3,409,000	3,857,000	3,492,000	3,608,000	3,314,000
Expenditures	<u>(3,119,000)</u>	<u>(3,171,000)</u>	<u>(2,915,000)</u>	<u>(3,364,000)</u>	<u>(3,412,000)</u>	<u>(4,137,000)</u>
12-31 Balance	<u>1,559,000</u>	<u>1,797,000</u>	<u>2,739,000</u>	<u>2,867,000</u>	<u>3,063,000</u>	<u>2,240,000</u>

The above FOP data bears out three important facts:

1. Revenues since 2018 have remained relatively flat \$3,363,000 (2018) vs. \$3,314,000 (12/2023).
2. Expenditures have also been relatively constant from 2018 through 2022.
3. However, for 2023, expenditures rose to **\$4,137,000** or an increase of \$725,000 or 21.2% over 2022. There are many reasons for the increase but they are not all one-off expenses.

The 2023 expenditure increase is concerning and relevant to the Fact-Finders finding in this report. ***The revenue increase is constrained, 2023 expenditures are flashing yellow caution.***

An increase in employment costs must recognize the reality of limited revenue growth and rising expenditures beyond revenue growth. ***To adjust employment cost otherwise would be irresponsible.*** Excessive increases in Township employment costs over the near and long term could have “**adverse effects**” on “**the normal standard of public service**” and would be contrary to the factor in 4117-9-05(K)(3).

4117-9-05(K)(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.

V. BASE WAGE ISSUE – PATROL AND DISPATCHERS UNITS

As stipulated, the first impasse issue is Article 18, Section 1 Wages and Other Compensation.

Comparator Group

Under Ohio Revised Code (ORC) 4117 and Ohio Administrative Code (OAC) “The Criteria” (Facts) that governs the Fact-Finder’s decision is:

(OAC):

4117-9-05(K)(2) “Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;”

The key words are “comparison”...to other public employees doing “comparable work”

Comparable work to a police officer **is the work of “another police officer”**. Work performed by administrators, clerical, technical, blue collar service workers or senior management **is not comparable work** to that of a police officer.

This **mandated and limitation** of “comparable work” is also reinforced by OAC.

4117-9-05(K)(2) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

The preceding notion is equally applicable to the proper comparator group for dispatcher wages. **Comparable work to a dispatcher is other dispatcher’s work.**

“The key words are: Such other factors...which are normally and traditionally taken into consideration in the determination of the issues submitted”

When determining “Comparative Pay” the pay of the dissimilar positions such as Technical to Administrative (e.g. Engineers to Accountants), Operating Service to Information Services (e.g. a snow plow driver to a computer operator) are never directly relevant comparators or determinative as another factor for consideration by the Fact-Finder.

The statutory provisions of 4117 noted above limits this Fact-Finders consideration of evidence to only that evidence that meets the tests described above. e.g. “The Best Evidence”.

How is this Relevant to the FOP’s Positions

The FOP cites the wage/salary increase provided to other Bath Township employees. Tab 10 – Bath Township Non-Union Pay Rates as summarized on the table on Pg.6 of the FOP’s pre-hearing statement: “Internal Comparables within Bath Township”.

This evidence is not determinative to and less relevant to resolving the impasse on wage rates.

However, the FOP does submit much more relevant evidence which is Union Exhibit 11 “External Comparables”. Exhibit 11 Compares the historical percent increases in base wages (2021-2023) of Bath Township police with these doing “Comparable work” which are the police officers of 12 neighboring townships as set forth below.

External Comparables (Union Exhibit 11)

Township	2021	2022	2023	Total % 2021 – 2023	2024
Bainbridge	2.75%	2.75%	5%	10.5%	4.00%
Bath	2.00%	2.50%	2.50%	7.00%	n/a
Brimfield	2.00%	6.30%	3.25%	11.55%	3.25%
Brunswick Hills	2.50%	2.50%	3.00%	8.00%	n/a
Copley	3.00%	4.00%	3.00%	10.00%	3.00%
Jackson	3.00%	3.00%	3.00%	9.00%	n/a
Lawrence	3.00%	3.00%	3.00%	9.00%	3.00%
Medina	2.50%	4.00%	4.00%	10.50%	4.00%
Olmsted	3.00%	4.20%	4.00%	11.20%	4.00%
Perry	2.00%	6.00%	3.00%	11.00%	3.00%
Russell	3.50%	3.25%	2.75%	9.50%	n/a
Sagamore Hills	3.00%	3.50%	3.00%	9.50%	3.00%
Springfield	2.50%	9.50%	2.25%	14.25%	2.25%

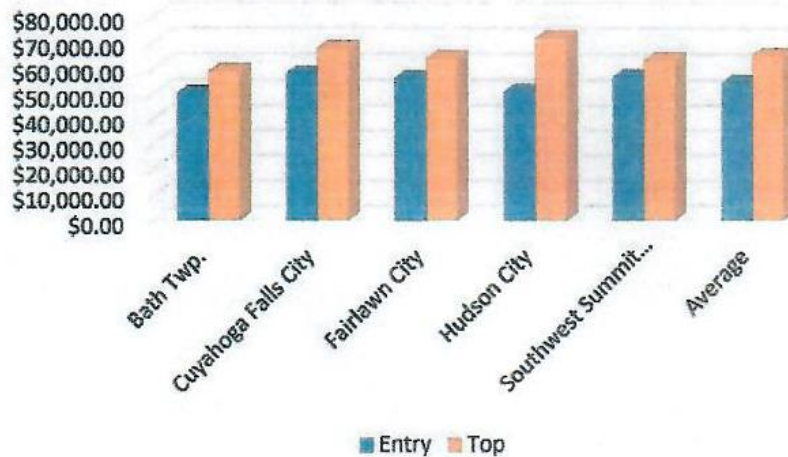
The FOP also submits “External Comparable” pay for dispatchers in other local “Dispatch Centers” which are in Union Exhibit (12) and summarized below.

The average at the Top rate of pay for Bath Township dispatchers compared to the centers listed below.

Dispatchers Entry Level and Top Level (1)

Agencies	Entry Rate	Top Rate
Bath Twp.	\$50,107.00	\$58,614.00
Cuyahoga Falls City	\$57,640.00	\$67,661.00
Fairlawn City	\$55,888.00	\$63,734.00
Hudson City	\$50,648.00	\$71,510.00
Southwest Summit Council of Government	\$56,451.00	\$62,982.00
Coventry Twp.		
Green City		
New Franklin City		
Clinton Village		
Lakemore Village		
Average	\$54,146.00	\$64,900.00

Dispatchers



- (1) In 2022, as a part of the reopener dispatchers received an equity pay adjustment ranging from 13.3% (Entry Rate) to 10.0% (Top Rate) rate increases.

It is significant, however, to this data that the tables **do not reflect** a 10% lump sum ARPA bonus on base pay in November 0f 2022. Bonus values for Patrol Officers ranged from \$5,530.00 to \$7,956.00. Bonus values for Dispatchers ranged from \$4,912.00 to \$6,075.00.

Therefore, during the 2021 through 2023 contract period Bath Police Officers earnings increased by 17.0% not 10.0% on Exhibit 11. Dispatcher rates improved dramatically more than the police unit.

The Position of Bath Township Regarding Police Officers Wages

The township submits the following Exhibits showing minimum and maximum rates of “**Comparable Work**” which are the rates paid to the police officer from twelve (12) surrounding township’s in Ohio.

Patrol – 2024 Rate		
<u>Township</u>	<u>Minimum</u>	<u>Maximum</u>
Copley	\$27.34	\$40.56
<i>Township Proposal (1)</i>	\$27.93	\$38.53
<i>Bath (2023)</i>	\$27.25	\$37.59
Olmsted	\$26.74	\$35.86
Sagamore Hills	\$27.32	\$34.89
Jackson	\$30.52	\$34.85
Brimfield	\$26.84	\$34.82
Brunswick Hills	\$28.00	\$34.81
Montville	\$27.46	\$34.21
Average	\$26.97	\$34.21
Perry	\$26.52	\$34.06
Lawrence	\$29.07	\$33.34
Medina	\$25.15	\$31.94
Springfield Twp.	\$25.59	\$31.02
Lake (2023)	\$23.11	\$30.12

(1) 2023 rates increased by 2.5% in 2024

1. Bath Township police 2023 top rates is the second highest rate (\$37.59) out of the sample of 13 townships or the top 92nd percentile of the group.
2. Bath’s wage proposal of 2.5% maintains that relative top position.
3. Bath’s wage proposal of 2.5% results in a top rate above the average rate of 12 townships which is \$4.32 more than the average rate in other police units.
4. Bath Township patrol rates are among the very highest in a comparable group of “Comparable Work” e.g. police v. police work.

This Evidence is the most relevant and determinative to this Fact-Finder **Coupled with Union Exhibit 11**, which data is also the basis of the Fact-Finders finding to be discussed later on Pg.14.

Comparison of Patrol and Dispatchers Wage Proposals by FOP and Bath Township

	<u>Percent Increase in Base Wage</u>			
	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>Total</u>
FOP – <u>Patrol & Dispatchers</u>	4%	4%	4%	12%
Bath Township – <u>Patrol & Dispatchers</u>	2.5%	2.5%	2.5%	7.5%

Fact-Finders Findings Regard Supportable Wage Increase Based Upon Submitted Evidence

The following is the reliable information relevant to this impasse issue. OAC 4117-9-05(N)

- Bath Township patrol wage rates have historically been at the very top of the relevant comparator group **and there is no reasonable economic basis for a decline in relativity**
- During the last collective bargaining cycle (2021-2023) the patrol percent increases in the base somewhat lagged the comparator group 7% v. a range increase of 8% to 9% but for some higher percentages due to low rate relativity. Notwithstanding, the Bath Township 10% lump sum ARPA bonus more than keep patrol on par during the 2021-2023 bargaining cycle. (See Union Exhibit 11)
- It is clear however, based upon FOP Exhibit 11, the comparative peer group (police) pay rate increase for 2024 and FOP Exhibit 13, SERB Fact-Finder Report is in the predominant range of 3% to 4%.

- **Considering the slight 2021-2023 on going wage increase deficiency and the actual 2024 published peer group contract increase this Fact-Finder must reject both proposals of the FOP and Bath Township as being excessive (FOP) and uncompetitive (too low) Bath Township.**
- Dispatcher unit historical adjustments have been material (10% equity adjustment); and the FOP has made no proposal for additional equity adjustments in 2024 for Dispatchers.
- Based upon Bath Township Exhibit 16 – dispatcher 2024 top rate will be approximately four percent (4.0% percent) above the comparative group's dispatcher average rates.

Accordingly, this Fact-Finder finds that the following schedule of percent wage improvements are most supportable by the relevant evidence on the record and proposals by the parties.

Dispatcher and Patrol Wage - Percent Increase(s)

	<u>2024</u>	<u>2025</u>	<u>2026</u>
<u>Fact-Finder Award</u>	4%	3%	3%

The above percentage adjustment **will maintain** the favorable relativity Bath Patrol Officers and Dispatchers enjoy relative to a **reliable peer group doing comparable work**. The proposal of the FOP or Bath Township proposals would not be as effective toward maintaining Bath Township Police and Dispatcher Units' relative status.

VI. FACT-FINDERS FINDING ON WAGE ADJUSTMENT ISSUE, ARTICLE 18

The following Article 18 wage table shall be included in the successor CBA's of the patrol and dispatcher units.

Article 18⁽¹⁾
Wages and other compensation

DISPATCHER

Time In-Position	2023	2024	2025	2026
		4%	3%	3%
0-12 Months	\$24.09	\$25.05	\$25.81	\$26.58
13-24 Months	\$25.05	\$26.05	\$26.83	\$27.64
25-36 Months	\$26.01	\$27.05	\$27.86	\$28.70
37-48 Months	\$27.03	\$28.11	\$28.95	\$29.82
After 48 Months	\$28.18	\$29.31	\$30.19	\$31.09

PATROL OFFICERS

Hired on or before June 30, 2014	Hired after June 30, 2014	2023	2024	2025	2026
Time in Position	Time in Position		4%	3%	3%
	0-12 Months	\$27.25	\$28.34	\$29.19	\$30.07
0-12 Months	13-24 Months	\$29.32	\$30.49	\$31.41	\$32.35
13-24 Months	25-36 Months	\$31.40	\$32.66	\$33.64	\$34.64
25-36 Months	37-48 Months	\$33.47	\$34.81	\$35.85	\$36.93
37-48 Months	48-60 Months	\$35.54	\$36.96	\$38.07	\$39.21
After-48 Months	After 60 Months	\$37.59	\$39.09	\$40.27	\$41.47

- (1) Effective the first full pay period after January 1, 2024, wage rates shall be increased by four percent (4%). Effective the first full pay period after January 1, 2025, wage rates shall be increased by three percent (3%). Effective the first full pay period after January 1, 2026, wage rates shall be increased by three percent (3%). The wage rates are set forth here in.

VII. ARTICLE 18 – WAGES AND OTHER COMPENSATION (OIC PAY)

Section 3. Officer in Charge (OIC) Pay

This issue is only applicable to the Patrol Officers Unit, (2023-MED-08-0581).

This provision currently provides an “added \$26.00” per shift when a patrol officer “fills in” for the shift sergeant (OIC) for at least 4 hours in any given shift. The \$26.00 add-on is equal to \$3.25 per hour for an 8 hour shift.

In essence in 2023, an officer at the top rate of \$37.59 p/hr. is paid \$40.94 p/hr. when receiving the OIC add-on for the full shift as an OIC.

For point of reference the entry rate for a new sergeant is \$40.31 p/hr. and the top rate for a sergeant is \$42.19 p/hr.

The FOP proposal for the OIC rate is for the fill-in patrol officer to be paid the sergeant's rate to whom he/she is replacing. In other words, be paid the "new sergeant's rate" or the "top rate" for all hours worked as an OIC.

In essence, the table below summarizes the above.

Officer in Charge Rate (OIC)				
	Sergeant		Sergeant	
	Entry	% Sergeant Pay	Top	% Sergeant Pay
<u>FOP Proposal</u>	\$40.31	95.5%	\$42.19	100%
<u>Current Township</u>	N/A		\$40.94 (1)	97.0%
<u>(1)Single Rate</u>				
<u>Mediation Proposal Township</u>				
Based Upon 2023 Rates			\$41.09 (1)	97.4%
Based Upon 2024 4%				
Base Increase			\$42.59 (1)	97.0%

(1)Police Officer rate + "add-on" = "OIC Rate"

The FOP's proposal is predicated upon the notion that the fill-in OIC does 100% of the same work and responsibilities as a full-time sergeant. **Captain Brown agrees with that notion but not 100%.** The permanent sergeant does some administrative work not done by the fill-in **but most differently** may be the **experience and judgment gained** on permanent Sergeant status. **This Fact-Finder agrees with the Captain's notion.**

VIII. FACT-FINDERS FINDING REGARDING THE OIC PROPOSALS

It is not uncommon to have a pay differential between fill-in temporary personnel and permanent incumbent's doing the same general work. If there were

no differential why would someone accept the greater full-time responsibility. **Differential between levels of experience and/or responsibility is the norm and there is no good reason advanced by the FOP to vary from that norm.**

The FOP proposal is flawed for two reasons.

1. It seeks to eliminate a differential between fill-in and permanent responsibility and ignores the likely experience differences. In reality, the current and proposed township **differential is only** 3.0%. (Fairly minimal).
2. **It can actually result in a fill-in patrol officer receiving substantially less than what is current and proposed by the township's OIC rates. Specifically, \$40.31 p/hr. (entry Sergeant rate) v. \$41.09 p/hr. or \$42.59 p/hr. (2024 rates OIC) proposed by Bath Township.**

Accordingly, the Fact-Finder finds that Bath Township proposal at the hearing of a \$2.00 increase for the change in the OIC rate and reducing 4 hour threshold to 1 hour is more supportable by the intent and purpose of Section 3.

The successor Section 3 of Article 18 wages and other compensation shall re:

“Section 3. [Section at Issue] Officer in Charge (OIC). Any senior patrol officer performing the duties and assuming the responsibility of officer in charge (OIC) for at least one (1) hour in any given shift assignment will be compensated at a flat rate of twenty-eight (\$28.00) for each shift so worked”.

It is also noteworthy that the Bath Township proposal for OIC pay is the fourth (4th) highest OIC rate within a township comparison group of thirteen (13) surrounding townships, including Bath Township (see Township Pre-Hearing Statement Tab 8). The proposed OIC rate results in a fill-in officer being paid approximately 97% or the rate of a senior Sergeant.

IX. PATROL AND DISPATCHER UNITS VACATION PAYOUT AT RETIREMENT ISSUE

The FOP's Proposal is:

"Employees who retire after twenty (20) years of full-time service with Bath Township and who work through March 31 of the year of retirement shall be paid the full amount of vacation balance remaining at the time of retirement, with no pro ration applied."

The Bath Township proposal is:

"Maintain the status quo current language in Article 22 vacations, which pro rates vacation cash out based upon date of retirement."

In support of the township position employer Exhibit 11 is submitted. The exhibit shows a "Mixed Bag" of vacation cash out provisions for a comparator group of thirteen surrounding townships.

In the opinion of this Fact-Finder, it is clear there is "no common approach" to cashing out accrued vacation benefits at retirement.

X. FACT-FINDER FINDING REGARDING VACATION PAYOUT AT RETIREMENT FOR POLICE AND DISPATCHES UNITS

This finding is guided by:

ORC

4117-9-05(K)(2)

Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

Comparative data offer by the township (Exhibit 11) shows a "Mixed Bag" of payout percentages. Some pay pro-rata, some pay full, some accrue hours to be paid, some pay nothing or is undermined (Olmsted). Ergo external comparatives are not determinative.

However the above ORC section also requires consideration of "Internal Comparable". Those comparable are the 2024 sergeants/supervisor's units recently negotiated collective bargaining agreement (CBA) with Bath Township in

which **that supervisor's agreement essentially adopts the FOP's proposals.**

It is note worthy, the Sergeant's Agreement essentially "Me Too's" the wage increases for patrol by the 7.25% and 12.25% differential between Patrol and Sergeants step pay.

The Sergeant's Agreement accepts the risk or reward of the final percent increases applicable to the Patrol Unit.

It is only equitable and totally consistent with 4117-9-05(K)(3) that internal comparisons or linkages between two very comparable units. (Sergeant's and Patrol and Dispatchers) all enjoy the same provisions as it relates to "Vacation Payout at Retirement".

Fact-Finder Findings

According, this Fact-Finder adopts the FOP's proposal and adds the following language to Article 22 – Vacation, of the Succession CBA's.

"Section 8. After one (1) year of service, employees who resign or retire are entitled to compensation at their current rate of pay for any earned but unused vacation leave to their credit at the time of separation. Vacation pay out shall be pro-rated based upon the time of separation. Employees who retire after twenty (20) years of full-time service with Bath Township and who work through March 31 of the year of retirement shall be paid in full amount of vacation balance remaining at the time of retirement, with no pro ration applied."

XI. EXHIBITS SUBMITTED AND MADE A PART OF THIS FACT-FINDING REPORT

The following list of FOP and Bath Township, Exhibits are made a part of this Fact-Finder Report (By Reference) issued on January 16, 2024.

FOP

- Exhibit 10 – Internal Comparables
- Exhibit 17 – Tentative Agreements (Patrol – Dispatcher)
- Exhibit 13 – SERB Fact-Finding Reports
- Exhibit 2 – 4117.14(G)(11) Waiver
- Exhibit 11 – External Comparables

Bath Township

- Exhibit 5 – Patrol – 2024 Rates – Descending Order
- Exhibit 8 – OIC – Pay Comparisons
- Exhibit 11 – Vacation Payment Upon Retirement
- Exhibit 16 – Dispatcher – 2024 Hourly Rate

XII. Adoption of “Tentative Agreements” (T/A’s) to this Fact-Finders Report

The Fact-Finder affirms and adopts in this report the parties’ Tentative Agreements (T/A’s) which were entered into evidence as the FOP’s Exhibit 7 noted in its three ring binder submitted at the hearing are involved by reference.

The subject matter of those T/A’s are set forth below:

Patrol Unit

- Article 14 Shift Assignment (incorporate midterm amendment)
- Article 18 Wages and Other Compensation (All except Section 1 and 3)
- Article 22 Vacation (All except Section 8)
- Article 23 Holidays (Incorporated midterm amendment)
- Article 24 Sick leave (incorporated midterm amendment)
- New Letter of Understanding (Grooming Standards)
- Letter of Understanding Lateral Hire Job Assignments

Dispatch Unit

- Article 14 Shift Assignment
- Article 18 Wages and Other Compensation (All except Section 1)

Article 22 Vacation (All except Section 8)

Article 23 Holidays (Incorporated midterm amendment)

Article 24 Sick Leave

- Tentative Agreements set forth in Tab 5 of Bath Township three-ring binder dated 12/19/2023 submitted at the Fact-Finder hearing and Tentative Agreements set forth in Tab 7 of FOP's three ring binders submitted at the hearing on 12//19/2023 are included By Reference.

The Tentative Agreements and the Fact-Finders findings in this report shall constitute the only changes to the Collective Bargain Agreements (CBA). For each respective unit (See Attachments 1 and 2). All other CBA provisions in Attachments 1 and 2 shall carry forward into the Successor Collective Bargain Agreement for the Patrol Officers Unit and Dispatchers Unit.

XIII. EFFECTIVE DATE(S) OF THE CBA – COLLECTIVE BARGAINING AGREEMENTS

Unless otherwise specified in each article and in the Fact-Finder's findings, the effective date is retroactive to January 1, 2024 and the term of each agreement expires on 12/31/2026.

The Fact-Finder retains jurisdiction over any issue in the report which establishes the successor Collective Bargaining Agreements, if the parties are unable to agree upon the application of the finding herein.

Respectfully Submitted,

Dated: January 16, 2024
Geauga County
Bainbridge, Ohio 44023

ss//: Richard F. Novak
Fact-Finder
rfnovak.metalstrategies@yahoo.com

216-440-0684

CERTIFICATE OF SERVICE

I hereby certify that on January 16, 2024 a copy of the foregoing Fact-Finder Report for Case No. 2023-MED-08-0581 and 2023-MED-08-0582 was electronically transmitted to: Robin L. Bell, Representative for Bath Township, Ohio @ www.rbell@clemansnelson.com, Vito F. Sinopoli Esq, Administrator/Chief of Police, for Bath Township, Ohio @ www.vsinopoli@bathtownship.org and to Eric A. Changet, Staff Representative for FOP/OLC, Inc, for the Police and Dispatchers Units @ www.echange@fopohio.org and SERB at med@serb.ohio.gov.

ss//: Richard F. Novak
Fact-Finder

Dated: January 16, 2024

ATTACHMENT 1



01/27/2021
2298-03
20-MED-08-0800
40000

AGREEMENT
BETWEEN THE

BATH TOWNSHIP TRUSTEES

AND THE



FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL,
INC. (PATROL OFFICERS)

JANUARY 1, 2021 THROUGH DECEMBER 31, 2023

SERB CASE NO. 2020-MED-08-0800

{12/23/2020 AGBAHSUMTW 00259211.DOCX }

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ATTACHMENT 2

01/27/2021

2298-04

20-MED-08-0799

40001



AGREEMENT

BETWEEN THE

BATH TOWNSHIP TRUSTEES

AND THE



**FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL,
INC. (DISPATCHERS)**

**EFFECTIVE JANUARY 1, 2021
THROUGH DECEMBER 31, 2023**

SERB CASE NO. 2020-MED-08-0799

{12/23/2020 AGBAHSUMTW 00259205.DOCX }

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