

2001 MAY 17 A 10:08

IN THE MATTER OF FACT-FINDING

BETWEEN

THE CITY OF WICKLIFFE

AND

THE FRATERNAL ORDER OF POLICE
LODGE NO. 116
(PATROL OFFICERS, SERGEANTS AND LIEUTENANTS)

BEFORE: Robert G. Stein

SERB CASE NO(s): 00 MED 09-0980, 0981

PRINCIPAL ADVOCATE FOR THE UNION:

Robert M. Phillips, Esq.
FAULKNER, MUSKOVITZ & PHILLIPS, LLP
820 West Superior Avenue, Ninth Floor
Cleveland OH 44113-1800

and

PRINCIPAL ADVOCATE FOR THE EMPLOYER:

Tom Grabarczyk
LABOR RELATIONS MANAGEMENT, Inc.
6800 W. Central Avenue, Suite L-2
Toledo OH 43617

INTRODUCTION

The Employer in this case is the City of Wickliffe, a progressive City located in Lake County, Ohio. It has a population of approximately 14, 550 people. The Union is the Fraternal Order of Police, a union with considerable experience and influence in the area of law enforcement. The parties agreed to bargain on a multi-unit basis. The two bargaining units represent Sergeants and Lieutenants (Unit #1) and Patrol Officers (Unit #2). Unit # 1 contains 3 Lieutenants and 5 Sergeants and Unit #2 contains 22 Patrol Officers. The parties held their last bargaining session on 3/13/01 prior to declaring impasse.

In this report the term "EPS" refers to Employer's Position Statement and the term "UPS" refers to Union's Position Statement. The position of each party on all impasse issues shall not be restated but will be referenced by these terms.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C)(4)(E) establishes the criteria to be considered for Fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are somewhat limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made:

Union's position

SEE UPS.

Employer's position

SEE EPS.

Discussion

The Employer is proposing raising the amount of deductibles for the prescription drug plan from \$1 up to a maximum of \$5 for each generic prescription and from \$3 up to a maximum of \$10 for each brand-name prescription. The Fire Fighter's bargaining unit agreed to the change which represents an important internal comparable. Prescription drug costs have been among the fastest growing costs for employers in both the private and public sectors. The cost increases have been in double-digit figures with no immediate relief in sight. What the Employer is proposing is not out of line with what is occurring in bargaining throughout the state of Ohio. Furthermore, it still represents a cap on cost to protect the increases that employees will have to bear.

Recommendation

For both bargaining unit contracts, Section 18.02 shall be changed as follows:

18.02 The Employer shall furnish a prescription plan with up to a three dollar (\$3.00) deductible per generic prescription and up to ten dollars (\$10.00) deductible per brand-name prescription. *

** The remainder of this section shall be as agreed to by the parties.*

ISSUES 2 Article 22 WAGES

Union's position

SEE UPS.

Employer's position

SEE EPS.

Discussion

The parties are two and one-half percent apart on wages. The Union is proposing a three-year increase with wages of 4%, 3.75% and 3.75%. The Employer is also proposing a three-year contract with wage increases of 3% each year of the contract. The Fire Fighter bargaining unit received wage increases of 4%, 3.5%, and 3.5%. Again, internal comparable data represent a pattern that is frequently relied upon by unions and employers alike. Pattern increases help create a stable labor relations environment, particularly when there is more than one group of organized employees. Absent circumstances that require inequity upgrades or fundamental market adjustments (e.g. as a result of a labor shortage), consistency in multi-unit wage settlements is an influential factor in collective bargaining.

Another benchmark of bargaining is external comparables. The average increase for public employees in the state of Ohio for the year 2000 was 3.62% (See SERB 1st qtr. data). Based upon this data the Employer's wage proposal falls short of the average. In the Cleveland area the average increase for public employees in the year 2000 was 3.61%. For Police units the average increase throughout Ohio for the year 2000 was 3.95%. All of this data is retrospective and only covers one year. Perhaps a more relevant set of

figures is the average three-year wage settlements in the year 2000. These were 3.90% for the 1st year, 3.53% for the second year, and 3.47% for the third year. The settlement for the Fire Fighter's unit was slightly better than this three year state average (See SERB 1st qtr. data).

The data provided by the Union regarding the change in the relative position of the City's police wages versus those of surrounding cities is a benchmark that bears watching, particularly if the wages of other employees in the City are measured against those of other surrounding cities.

Recommendation

The following wage increases (Section 22.01) are recommended for both bargaining unit contracts:*

1st year (retroactive to January 1, 2001) 4%

2nd year 3.5%

3rd year 3.5%

*The current Salary Schedule contained in Section 22.01 shall be adjusted to reflect these increases.

ISSUE 3 Article 17 UNIFORMS

Union's positions

SEE UPS.

Employer's position

SEE EPS.

Discussion

Uniform allowances vary greatly from one public employer to another. Each public entity appears to have its own unique arrangement regarding the provision of equipment, uniforms, and the cleaning of uniforms. Some public employers have a quartermaster arrangement, others provide vouchers, and some simply provide cash payments. Again, the most useful comparison is what is already going on in the City with its other safety unit, the Fire Department.

Over the next three years the Fire Fighter unit will receive uniform allowances of \$800, \$825, and \$850. The current police bargaining unit uniform allowance is \$725.00; the differential applied to detectives is \$150.00 greater. The Union made a cogent argument that its bargaining unit's uniform needs are the same or even greater than those afforded to other City employees. This argument is persuasive if one considers the amount of time a police officer spends in close contact with the public. They continually represent the City in a variety of functions that require a professional appearance. They should be at least on par with the fire unit when it comes to uniform allowance.

Recommendation

The following increases in uniform allowance are recommended for Patrol Officers:

17.01 Effective January 1, 2001, all Patrolmen shall be entitled to a uniform allowance of eight hundred dollars (\$800) annually; and all Detectives, nine hundred and fifty (\$950) annually. Effective January 1, 2002, all Patrolmen shall be entitled to a uniform allowance of eight hundred and twenty-five dollars (\$825) annually; and all Detectives, nine hundred and seventy five dollars (\$975) annually.

Effective January 1, 2003, all Patrolmen shall be entitled to a uniform allowance of eight hundred and fifty dollars (\$850) annually; and all Detectives, one thousand dollars (\$1000) annually.

The following increases in uniform allowance is recommended for Sergeants and Lieutenants:

17.01 Effective January 1, 2001, all Sergeants and Lieutenants shall be entitled to a uniform allowance of eight hundred dollars (\$800) annually; and all Detectives, nine hundred and fifty (\$950) annually. Effective January 1, 2002, all Sergeants and Lieutenants shall be entitled to a uniform allowance of eight hundred and twenty-five dollars (\$825) annually; and all Detectives, nine hundred and seventy five dollars (\$975) annually. Effective January 1, 2003, all Sergeants and Lieutenants shall be entitled to a uniform allowance of eight hundred and fifty dollars (\$850) annually; and all Detectives, one thousand dollars (\$1000) annually.

ISSUE 4 Article 39 FIREARMS PROFICIENCY ALLOWANCE

Union's position

SEE UPS

Employer's position

SEE EPS

Discussion

The Union argued that it should receive an increase in pay for proficiency in the use of firearms. The City argued that bargaining unit members already receive a \$400 allowance for a skill that is part of the basic requirements of any police officer. Through the facts presented by both parties, it became clear that Police Officers, Sergeants, and Lieutenants have the duty of being first responders regarding accidents and other types of injuries experienced by the citizens in Wickliffe.

Patrol Officers are often the first professionals on the scene and are required to administer life saving aid. For example, in the case of heart attacks or severe bleeding the first few minutes of first aid can make the difference between life and death. Given our aging population it would appear this skill would be in greater demand in the future. There is no question that if a police officer carries a deadly weapon, he or she must be proficient in its use. However, statistically it is more likely that a police officer will be more often called upon to employ his/her proficiency with first aid or CPR. Bargaining unit members are required to maintain their proficiency in first aid and CPR on an annual basis. It appears reasonable that if first responder requirements are placing a greater demand on bargaining unit members they should receive compensation for these important skills.

Recommendation

Change the title of Article 39 to PROFICIENCY ALLOWANCES for both bargaining unit contracts and add the following (retroactive to January 1, 2001):

39.01 Maintain current language

39.02 Annually each member of the bargaining unit shall be required to maintain their certification in first aid and CPR. An Officer evidencing re-certification in first aid/CPR shall receive a lump sum check for \$100.00 on February 1st of each contract year.

ISSUE 5 New Article FIELD TRAINING OFFICER

Union's position

SEE UPS.

Employer's position

SEE EPS

Discussion

The Union is proposing that individuals who serve as Field Training Officers (FTO) should receive one (1) hour of compensatory time per shift when they perform this duty. The Employer argues that most of the time this duty is performed within the eight-(8) hour shift of the employee and he/she is already being compensated for this time. It appears the paperwork involved is what requires more time. However, the amount of time, if any, that an FTO spends beyond his/her eight (8) hour shift appears to vary with each FTO. FTOs serve an important role in any police department; however, without

more definitive evidence of the time required to perform such work there is insufficient justification to add a new provision to the contracts that uniformly applies to all FTOs.

Recommendation

No new language shall be added to either contract.

ISSUE 6 Article 38 RESIDENCY

Union's position

SEE UPS.

Employer's position

SEE EPS

Discussion

The current residency requirement in the agreements of both bargaining units is fifteen (15) miles. This is the same requirement that is maintained for other bargaining unit employees in the City. Some cities require their employees to live within the City limits. In light of what has been accepted by other employees in the City, I find the Employer's argument to maintain the status quo to be persuasive.

Recommendation

Maintain current language in both contracts.

TENTATIVE AGREEMENTS

All other issues tentatively agreed to prior to fact-finding are considered to be part of this report and are recommended to the parties.

The Fact-finder respectfully submits the above recommendations to the parties this 16th day of May, 2001 in Portage County, Ohio.



Robert G. Stein, Fact-finder

*Original received on 5-16-01
George M. Smith*