

STATE EMPLOYMENT RELATIONS BOARD
STATE OF OHIO

STATE EMPLOYMENT
RELATIONS BOARD

In The Matter of Fact-Finding
Between

2001 FEB 22 A 10:59

Fraternal Order of Police
Ohio Labor Council

And

City of Conneaut

SERB Case Number 00-MED-09-10-1161

Dr. John Babel Jr. Fact-Finder

Appearances

For the Fraternal Order of Police, Ohio Labor Council:

Mr. Rick Grochowski
Staff Representative
Ohio Labor Council
807 Falls Avenue
Cuyahoga Falls, Ohio 44221

For the City of Conneaut:

Mr. Robert Herron
City manager
City of Conneaut
294 main Street
Conneaut, Ohio 44030

INTRODUCTION:

The fact finder was contacted under the auspices of The Ohio State Employment Relations Board to assist in the negotiated procedures between the City and the Police. A mediation session was scheduled with both parties participating in a meaningful and professional matter. Although there was excellent communications between both parties it was decided that three issues would be submitted for fact-finding. In that both parties were prepared a fact-finding hearing was held.

Hearing:

Present at the hearing in addition to the representatives and the fact finder were:

For the FOP/OLC:

Stephen P. Geris – FOP President
Charles J. Burlingham – FOP Sergeant
Terry A. Moasio, Sr. – FOP Detective

For the City:

Rocco N. Ruffo – Chief of Police
Jon Arcaro – Deputy Chief
Anthony Zampedro – Law Director

The issues in dispute are:

Article 7, Sections 7.03, overtime and 7.05, shift schedules

Article 33 Wages

Article 11 Hospitalization

In reporting the conclusion of this hearing, the fact-finder has given full consideration to all reliable information relevant to the issues and to all criteria specified in 4117.14 © (4) (e) and Rule 4117-9-05 (a) past collectively bargained agreement between the parties: (b) 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 considerations to factors peculiar to the area and classification involved: (c) the interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustment on the normal standard of public service; (d) the lawful authority of the public employer: (e) stipulations of the parties; (f) such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute settlement procedures in the public service or in private employment.

ISSUE I – OVERTIME AND SHIFT SCHEDULES

The Union position was current language. The City proposed to change the schedule to a 56-day rotation.

Fact Finder Recommendation

The fact finder in hearing arguments and concerns from both parties recommends changes in Article 7 Sections 7.03 and 7.05

Article 7

Section 7.03. For the purposes of long weekends, if an officer works his first day off it is compensated at time and one half. If he works his second day off, consecutively it is compensated at double time. If an officer works his third or fourth day off after having worked his first and second day off, consecutively he/she is compensated at the rate of time and one half.

For the purposes of this section, to receive double time, the officer must work his preceding day off consecutively with his regular scheduled workdays.

If he/she uses a sick day during the pay period, unless he or she submits a doctor excuse to the Chief of Police or his designee, it will be paid as time and one half.

Section 7.05. An 84-day rotation schedule with rotating days off forward and long weekends. This schedule would encompass all officers in the patrol division below the rank of Lieutenant.

The shifts would be comprised of platoons as designated by the Chief of Police or his designee, and each platoon would rotate shifts every 84 days.

The scheduling of the department involves a voluntary schedule change and does not constitute overtime pay caused by schedules of six or more consecutive work days off and schedule changes due to rotating shifts/days off shall not fall within the overtime provision of this agreement for affected employees.

Nothing in this article shall prevent the Chief of Police or his designee from making changes in an individuals shift or hours upon providing such employee with five days notice, nor shall this section prevent the Chief of Police from ordering an employee to work a modified shift (e.g. 7:00pm to 3:00am) upon providing such employee a five day notice in accordance with Article 31 of this agreement. No employee shall be required under this paragraph to work more than 4 consecutive workweeks on a modified shift or a shift different than scheduled in paragraph (1) above.

ISSUE II ARTICLE 33 WAGES

The Union's proposal was salary increases of: 1st year 7%, 2nd year 5.75 % and 3rd year 5.25%. The City's proposal was 1st year 3.25%, 2nd year 3.50%, and the 3rd year 4%.

Fact Finder Recommendation

This fact finder in reviewing current data on salary adjustments, the City's financial data and salary adjustments for other city employees recommends the following adjustment:

Article 33 Salary 2001 – 2003 Provisions

Section 33.01 WAGES: Patrolmen shall receive their step increase corresponding with their anniversary date of hire. It is incumbent upon patrolmen to notify in writing the City's Finance Department regarding a step increase.

The Sergeants and Lieutenant shall receive their wage increase on January 1, 2001, 2002, and 2003 irrespective of their anniversary date of hire.

The following wage scale shall then henceforth apply:

	1-1-01 (3.25%)	1-1-02 (3.5%)	1-1-03 (4%)
POLICE OFFICERS			
Step 1 - 0-6 months	\$12.65	\$13.09	\$13.61
Step 2 - 6-12 months	\$13.52	\$13.99	\$14.55
Step 3 – 1-2 years	\$14.05	\$14.54	\$15.12
Step 4 – 2-3 years	\$14.22	\$14.72	\$15.31
Step 5 – 3 or more years	\$15.40	\$15.94	\$16.58
SERGEANTS	\$16.33	\$16.90	\$17.57
LIEUTENANTS	\$17.30	\$17.91	\$18.62

A rank differential of 6%, based upon the top pay rate, has been established between Police Officers and Police Sergeants and Police Sergeants and Police Lieutenants.

All of the above wages are payable bi-weekly and are effective January 1, 2001.

ISSUE III ARTICLE 11 – HOSPITALIZATION AND APPENDIX “A” HEALTH CARE INSURANCE

The union proposed current language. The City proposed a co-pay increase for the cost of prescription to \$5 for generic drugs and \$10.00 for name brand drugs and an increase in the maximum 20% UCR cost to employee.

Fact Finder Recommendation

The fact finder in reviewing hospitalization cost and current practice within this area makes the following recommendation. No change in UCR cost to employees.

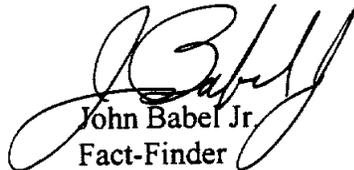
Article 11 Hospitalization

Section 11.01 - The City and F.O.P./O.L.C. agree to modify the Hospitalization Plan in effect July 1, 1992, to extent outlined in Appendix A. Effective January 1, 1997 each employee's monthly deduction shall be increased to forty dollars (\$40.00) monthly. Effective January 1, 2003 each employee's monthly deduction shall be increased to fifty dollars (\$50.00) monthly.

Section 11.02 – Effective upon the execution of this Contract, the prescription drug plan contained in Appendix A shall reflect a change of Five Dollars (\$5.00) generic drug and Ten Dollars (\$10.00) name brand drug.

The agreement will be effective January 1, 2001 through December 31, 2003.

Respectfully submitted,


John Babel Jr.
Fact-Finder

Fairview Park, Ohio
February 20, 2001