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STATE EMPLOYMENT  
RELATIONS BOARD

2001 MAY -7 A 10: 28

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

In The Matter of Fact Finding	)	SERB Case No. 00-MED-12-1338.1339
	)	
between	)	
	)	
FOP LODGE # 112	)	
	)	
Employee Organization,	)	<b>FACT FINDING REPORT</b>
	)	
and	)	Mitchell B. Goldberg,
	)	Appointed Fact Finder
CITY OF LOVELAND, OHIO,	)	
	)	
Employer.	)	Date: May 4, 2001

APPEARANCES:

For the FOP:

Jon Heineman, Staff Representative  
 Scott Ackman, Sergeant  
 Fred Barnes, Patrol Officer

For the Employer:

Charles A. King, Director of Labor Relations, Clemans- Nelson & Associates, Inc.  
 Dennis Rees, Chief of Police  
 Bill Taphorn, Finance Director

## I. INTRODUCTION

The undersigned, Mitchell B. Goldberg, was appointed as the Fact Finder for the subject case pursuant to the regulations of the Ohio State Employment Relations Board on March 1, 2001. The parties executed an Amended Notice of Extension of Fact-Finding on April 3, 2001 and scheduled a hearing for April 20, 2001. Thereafter, a hearing was held on April 20, 2001 at the City Hall in Loveland, Ohio. The parties agreed that the Fact-Finding Report was to be issued on May 4, 2001.

Each of the parties appeared with representatives and witnesses at the hearing. The principal representative for the FOP was Jon Heineman and the principal representative for the City was Charles A. King.

Prior to the hearing, each of the parties submitted Pre-Hearing Statements pursuant to Section 4117-9-05 of the Rules of the State Employment Relations Board. Included in the Statements was a general description of the employees in the Bargaining Unit. There are two SERB certified units; one unit consisting of twelve sworn Police Officers; and, one unit consisting of three Sergeants and one Lieutenant. The police officers unit originally contained a dispatcher position; however, the Employer filed a petition with SERB to amend the certification to remove the dispatcher position from the bargaining unit. The FOP now agrees with the unit description proposed by the Employer which removes the dispatcher from the unit based upon the representation of Ms. Hamill, the dispatcher, that she no longer wishes to be represented by the FOP.

Consideration in this Report was given to all of the criteria listed in Rule 4117-9-05 (J) of SERB.

## II. DISCLOSURE

Upon arriving at the hearing site on April 20th, and after some preliminary discussions with the representatives, the undersigned became aware that on approximately January 9, 2001, attorney Franklin A. Klaine, Jr. became employed as the Law Director for the Employer. After discovering this information the undersigned disclosed to the parties and their representatives that Mr. Klaine is a partner in the law firm of Strauss & Troy, L.P.A., the same firm in which the undersigned was formerly a partner, and the same firm of which the undersigned presently has an "of counsel" relationship. The parties informed the undersigned that Mr. Klaine had recently been employed by the City and that he has had no involvement in the labor negotiations or employment policies which are the subject of this matter. The parties agreed to waive any actual or potential conflict of interest on the part of the undersigned as the result of the City's

relationship with Mr. Klaine and Mr. Klaine's relationship with the undersigned, and the parties requested that the undersigned proceed with his responsibilities under the present appointment the serve as the Fact-Finder for this dispute.

### III. MEDIATION

There were seven issues originally in contention between the parties; (1) Article 6, length of probation period for Sergeant position; (2) Article 14, increased compensatory time hours; (3) Article 17, wages; (4) Article 18, increased payment for not participating in group hospitalization and medical insurance coverage; (5) Article 18, increased longevity medical reimbursement credit; (6) Article 18, amount of medical insurance co-pay and retroactivity of change; and, (7) Article 19, holiday payment disparity between employees who work eight hour shifts and employees who work ten hour shifts.

All of the above issues with the exception of wages were resolved between the parties with the assistance of mediation efforts by the undersigned. The resolution of each issue was memorialized by the execution of written temporary agreements, all of which are to be incorporated herein as part of this report or award.

### IV. UNRESOLVED ISSUE

The sole issue for determination by the Fact-Finder is the amount of across the board wage increases to be issued to the unit members in each unit and the beginning date for the payment of said increases. The parties presented the following economic evidence and arguments in support of their respective positions.

#### A. Position of the FOP.

The FOP believes that it has been unfairly treated by the City relative to a reorganization which took place within the department in 1997. Originally there were three lieutenants as supervisory positions. The lieutenant positions were eliminated and replaced by sergeants with a plan to eventually create an assistant chief position. Two of the three lieutenants retired, but one lieutenant remains in the department. His position will be eliminated once he retires. Three sergeants were created with three pay steps providing for a five per cent differential between the patrol officer step and the first sergeant step and between each sergeant step.

The FOP believed that they had an unwritten understanding with the City that, in consideration for agreeing to the reorganization, the FOP members would not be economically disadvantaged. However, based upon a Fact-Finder's report in December, 2000, during an impasse as to the amount of wage increases to be given under a wage reopener agreement, the

final step increase for sergeants does not occur until after nineteen months of service as a sergeant. Because of the steps for sergeants and the amount of time necessary to serve before promotions into later steps can occur, sergeants have actually suffered pay reductions from the rates lieutenants received under the prior supervisory system. There previously existed a 19.3 % difference between the highest paid patrol officer and the lowest paid lieutenant; now the difference between the highest paid patrol officer and the lowest paid sergeant is 15.76%.

The FOP proposes a three year contract with across the board annual increases of 5%, 4% and 4% for each unit. The City is proposing raises of 3%, 4% and 4%, notwithstanding that it issued raises in January, 2001 to non represented employees of 5%, 4% and 4% for a new three year contract. The FOP believes it should receive the same consideration as the other city employees. Under the last contract the FOP received raises of 4%, 4% and 3% with a 2.5% partial year increase under the reopener in 2000. The reopener increase should reflect partial reimbursement in recognition of the reduction it received under the reorganization which was originally promised to be undertaken with no economic losses to the membership. The reopener increase should not be considered as an additional increase over the percentage increases received by the unrepresented employees over the same period of time. The unrepresented employees have been treated much better than the police relative to state wide wages. Laborers are paid 15.6% higher than the state wide average; secretaries are paid 20% higher than the average paid state wide; and, account clerks are paid 10% higher than their state counterparts on the average. Patrol officers, on the other hand, are paid only 7.8% higher than the average paid to patrol officers statewide. The payment of 5% to the unrepresented employees for 2001 while only paying the police 3% will unfairly widen this existing disparity.

The FOP and the City have always recognized Montgomery, Mason and Madiera as comparables. Even after the reopener increase of 2.5%, Loveland remains at the bottom of the pack beginning in 2001. All of the above cities pay an education benefit except for Loveland. Finally, the evidence shows that the average annual increase received by police between 1986 and 1997 was 4.10 %, which is higher than the 3% increase proposed by the City for 2001.

#### B. The City's Position.

The City believes that its wage proposal is reasonable. The current wages of a sergeant is 24.5% higher than that which existed at the onset of the present agreement. Patrol officers have received a 13.8% increase during the same period. Both increases are much higher than the norm for the region.

It is inappropriate to compare the police with the non-safety forces or the unrepresented employees; the police have not used this comparison in the past. Nevertheless, the unrepresented employees received a 3% increase in 2000, the same as the police, but without the 2.5% increase the police received in October.

The CPI for all items in 2000 was 3.5%. The gains received by the police, therefore, have exceeded the increase in the cost of living. State wide averages for police show annual increases of 3.9% for 2000, 3.53% for 2001 and 3.47% for 2002 contracts. Mason contracts for supervisors and officers show increases of 4%, 4.5% and 4.5% for '99,'00 and '01; Milford is 4%, 4% and 4%; and Montgomery was 4.75%, 3% and 3% for '98,'99 and '00. Based upon the 2000 census, Montgomery and Loveland have comparable populations, 10,163 and 11,530 respectively. Mason is higher at 22,016 and Milford is lower at 6,284. Moreover, the fringe benefits in Loveland are better if not comparable to those in Milford, Mason and Montgomery. Loveland has much greater longevity pay and equals those cities in the other areas.

### C. Discussion.

The FOP received an increase in longevity scheduled payments equal to the amounts now received by other city workers without having to take a reduction in their sick leave accrual as was done by the other city workers. This level increased from \$700.00 after two years of service and a maximum of \$1,000.00 after eight years to \$400.00 after the first year, and \$100.00 per year thereafter to a maximum of \$1,500.00.

The parties estimated that a 1% across the board increase in pay will cost between \$9,000 and \$10,000. There are twelve officers, three sergeants and one lieutenant. The City's ability to pay was not raised as an issue in these proceedings. Considering all of the economic evidence presented, raises of 4%, 4% and 4% should be in order.

The parties raised the issue of the precise date upon which the raises should be in effect. Based upon the arguments presented, the raises should begin with the first paychecks which include the dates of April 1, 2001, April 1, 2002 and April 1, 2003.

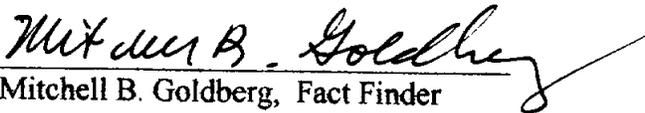
## V. RECOMMENDATION

Beginning with the paychecks which include April 1, 2001, each member of the two bargaining units shall receive across the board increases of 4%.

Beginning with the paychecks which include April 1, 2002, each member of the two bargaining units shall receive across the board increases of 4%.

Beginning with the paychecks which include April 1, 2003, each member of the two bargaining units shall receive across the board increases of 4%.

Date: May 4, 2001

  
Mitchell B. Goldberg, Fact Finder

CERTIFICATE OF SERVICE

This Report was mailed to Mr. Jon Heineman, FOP/OLC, Inc., 10921 Reed Hartman Hwy., Suite 317, Cincinnati, Ohio 45242; Mr. Charles A. King, c/o Clemans-Nelson & Associates, Inc., 8520 East Kemper Road, Suite 4, Cincinnati, Ohio 45249-3700; and to SERB, 65 East State Street, Columbus, Ohio 43215-4213 this 4th day of May, 2001.

  
Mitchell B. Goldberg

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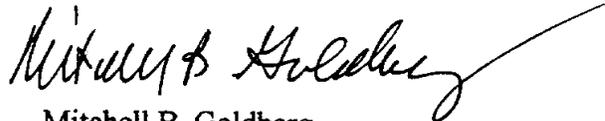
Mr. Dale A. Zimmer  
Administrator, Bureau of Mediation  
State Employment Relations Board  
65 East State Street, 12th Floor  
Columbus, Ohio 43215-4213

Re: 00-MED-12-1338,1339 Loveland and FOP

Dear Mr. Zimmer:

Enclosed is my Fact-Finding Report for the above matter together with my statement for services rendered.

Yours very truly,



Mitchell B. Goldberg,  
Appointed Fact-Finder

cc: Jon Heineman (via fax and mail)  
Charles A. King (via fax and mail)