

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

2003 APR 28 A 9 23

CITY OF UNION, :

Employer, :

-and- : Case No. 02-MED-10-1044

OHIO PATROLMEN'S BENEVOLENT :
ASSOCIATION :

Employee Organization. :

FACT-FINDING

Philip H. Sheridan, Jr., Fact-finder

Issued: April 24, 2003

*Janet K. Cooper
Cooper & Gentile
118 West First Street
Talbot Tower, Suite 850
Dayton, Ohio 45402*

FOR THE EMPLOYER

*Matthew B. Baker
Climaco, Lefkowitz, Peca, Wilcox, & Garfoli
175 South Third Street, Suite 820
Columbus, Ohio 43215*

FOR THE EMPLOYEE ORGANIZATION

STATEMENT OF THE CASE

The parties, the City of Union, represented by Janet K. Cooper, Esq., and the bargaining unit, including all full-time, sworn patrolmen (3 currently, 4 authorized), represented by Matthew B. Baker, Esq., have entered into negotiations for a successor contract to the contract which expired December 31, 2002.

The parties met and bargained in good faith with four meetings between the parties. The parties without dispute, or through negotiation, reached apparent tentative agreement on all but three of the issues that were negotiated

Pursuant to R.C. §4117.14 and Admin. R. 4117-9-05, Philip H. Sheridan, Jr., 915 South High Street, Columbus, Ohio, was chosen as fact-finder.

The parties agreed to a fact-finding hearing on April 10, 2003, and the meeting was convened at 11:00 a.m., at the City Hall. In addition to their representative, John P. Applegate, City Manager, Denise Winemiller, Finance Director, and Mike Blackwell Chief of Police, appeared on behalf of the city. In addition to their representative, Jason Mowery, Patrol Officer, appeared on behalf of the bargaining unit. The parties and the fact-finder discussed the procedure to be followed by the parties.

The remaining issues were not amenable to additional mediation. The matter was submitted upon statements, documents, and arguments presented to the fact-finder.

In accordance with the provisions of R.C. Chapter 4117, the parties provided me with a copy of the current contract, the issues which have been resolved, the unresolved issues, and each party's proposal on the unresolved issues.

In issuing this fact-finding report, I have given consideration to the provisions of R.C. Chapter 4117 and, in particular, the criteria contained within Admin. R. 4117-9-05(I).

THE POSITION OF THE PARTIES AND RECOMMENDATIONS

ARTICLE 14, Overtime.

The City's Position: The city proposes a retention of the language of the expired contract on this issue. It is calculating overtime based on hours worked in excess of 43 hours per work week, which is within the requirements of the Fair Labor Standards Act as it applies to safety forces. This would be a cost factor for the City in its tight budget. The City pointed out that it paid for sick leave each year in December that was in excess of the allowed carry-over of 60 days, up to 15 days, on a one-to-one basis, which none of the comparables presented by the OPBA had. Most of the overtime is paid for court appearances and training.

The OPBA's Position: The bargaining unit believes the language it proposes should be adopted, and the officers should be paid overtime for all hours worked in excess of 40 in a work week. The bargaining unit provided comparables that showed all of the area jurisdictions submitted had better overtime rules than the City, with most paying overtime either after 40 hours, or for any hours in addition to a regularly scheduled shift.

Discussion and Recommendation: I recommend the language proposed by the bargaining unit for overtime:

"Section 14.01. Eligibility. Employees shall be eligible for overtime pay after their hours of work exceed forty (40) hours in any week. Overtime pay shall be paid at time and one-half."

The patrol officers already receive overtime pay for any court time, so I do not see a large difference in the City's overtime experience. This change should have very little effect on the City's bottom line.

Article 23 (24?). Wages.

The City's Position: The City presents a persuasive argument that it is only being fiscally responsible in its position. The City is a "bedroom" community, has no industrial base, no income tax, and a small population of property owners for which it provides services, including police, EMS and fire protections, maintenance, building and zoning services, and City administration. There are variables that the City cannot anticipate or fully plan for. Despite their best efforts the voters have not seen fit to approve an income tax. The insurance costs have increased by 37%, and the City does provide good benefits to all of the employees of the City. The City proposes a 5% raise effective when the new contract goes into effect, a 4% raise effective January 1, 2004, and a wage reopener for the calendar year 2005. The City's proposal does not change the step raise system, which has 12 steps with 3% increases between the steps.

The OPBA's position: The bargaining unit proposes compression of the "step raises" from the current 11 years to reach the top step to 6 steps and 4 years to the top step. Each step is 7 % apart, and the bargaining unit proposes a 15% increase in the entry level. The bargaining unit would in addition provide a 5% raise in the second year of the contract, with a wage reopener in the third year. The City is well below any of the comparables provided, and even with the raises proposed the officers would still be behind their counterparts in the surrounding communities.

Discussion and Recommendation: I recommend the City's wage rates as set out in their proposal with respect to the amounts and the steps. The increase is 5% across all of the steps from what was paid (and is being paid until a contract is in place) under the 2002 pay rates. However, I recommend placing the officers into the steps where they would enjoy the 3% step raise in addition to the 5% across the board raise. The parties have relied on a long step program and 11 years from

probation to top step, with 3% raises between each of the steps. To place each of the officers in the step proposed by the City would in effect place the officers in the "same" step (without regard to the 5% raise) that they held in the 2002 calendar year. I would give effect to both paragraphs of the contract even though it resulted in an effective 8% raise for each of the officers, if none of them are currently in the top step. They then will receive the 4% raise plus the 3% step raise in 2004, under the same assumptions. The parties have agreed to a wage reopener for the calendar year 2005.

Article 25. Longevity Pay

The City's position: The City rejects this new proposal by the bargaining unit and offers comparables that show that the bargaining unit is asking for substantially more than any other police force for a city with a population like that of Union.

The OPBA's position: The bargaining unit proposes a new article that pays to all police officers after they complete three years of employment \$75.00 per year of service in a one-time payment in the first pay period of December in each year. The City should want to reward its long-time employees, and a longevity payment would accomplish that goal.

Discussion and Recommendation: I adopt the City's position with regard to longevity pay. The amounts requested by the bargaining unit are substantially in excess of those cities that have longevity pay, and the City provides step raises to the bargaining unit members that serve the purpose of rewarding continued employment.

CONCLUSION

The parties have jointly asked that the tentative agreements between them be confirmed and adopted and I do so based upon the documents submitted to me. The parties cooperated in presenting their positions to me, and in our mediation efforts. The courtesy and professional

behavior was evidence of the good relations between the parties, and I encourage them to continue to bargain in good faith even if they are unable to agree on my recommendations.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Philip H. Sheridan, Jr.", written in a cursive style.

PHILIP H. SHERIDAN, JR.

Fact-finder

S.C. #0006486

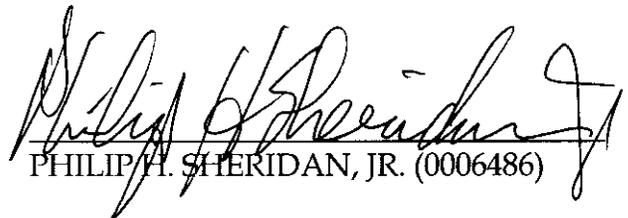
915 South High Street

Columbus, Ohio 43206-2523

(614) 445-0733

CERTIFICATE OF SERVICE

A copy of the foregoing Fact-Finder Report was served by overnight mail and FAX transmission this 24th day of April, 2003, to the principal representatives of the parties and by Regular U.S. Mail, postage prepaid, to State Employment Relations Board, 65 E. State St., 12th Floor, Columbus, OH 43215-4213.


PHILIP H. SHERIDAN, JR. (0006486)

PHILIP H. SHERIDAN, JR.
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April 24, 2003

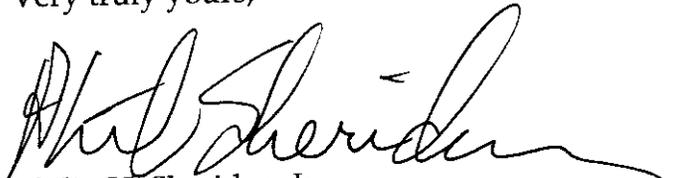
Dale A. Zimmer
Administrator, Bureau Of Mediation
State Employment Relations Bd.
65 East State St. 12th Floor
Columbus, Ohio 43215-4213

RE: Case No. 02-MED-10-1044

Dear Mr. Zimmer:

Enclosed please find a copy of the fact finding and my invoice in the matter of the City of Union and the Ohio Patrolmen's Benevolent Association. Thank you for your consideration.

Very truly yours,



Philip H. Sheridan, Jr.

PHS/cas
Enclosures
cc: file

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