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STATE OF OHIO STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF
FACT-FINDING BETWEEN: THE CITY OF EAST CLEVELAND
and
FRATERNAL ORDER OF POLICE/
OHIO LABOR COUNCIL, INC.
CASE NO: 03-MED-09-0938

REPORT OF FACT-FINDER THOMAS R. SKULINA

HEARING

The fact-finding Hearing took place on April 21, 2004. The parties agreed to set the deadline for the fact-finding report to May 15, 2004. The City was represented by Jon M. Dileno, Esquire of the firm of Duvin, Cahn & Hutton. The Union was represented by Otto J. Holm, Jr., Staff Representative.

BACKGROUND

The City of East Cleveland is the poorest City in Cuyahoga County. They have existed in a state of Fiscal Emergency for fifteen years. The City ranks first among the nine communities in that dire condition. Lay-off and cuts in services have ensued since 2002.

The present unit consists of promoted police officers. The unit has eight to twelve union members. They supervise police officers of approximately sixty members.

Recently, the Mayor had declared his intention to lay off twenty-five percent of the officers, which would leave a force of forty-five officers. That action was rescinded the next day.

Comparable statistics issues are what should be expected in a community with its fiscal state at a low ebb.

There are five proposals on the table. These include residency, wages, overtime and court time, life insurance and sick leave.

ISSUE 1 - RESIDENCY

The pros and cons of this issue were addressed by each party.

The benefits tax wise of a residency requirement were mentioned.

There was no grandfather clause incorporated. The City does not have an abundance of available housing to place all its employees. Only one and a half miles is residential.

A conciliator on November 14, 2001, rejected a residency requirement.

I agree with the conciliator and shall not recommend a residency provision.

ISSUE 2 - WAGES

The City argues its poverty and proposed no wage increase with openers in each of the remaining two years of the contract.

In the comparable study of the position of sergeant, East Cleveland's salary is 17.25% less that of Euclid and 24.4% less than the City of Garfield Heights. Warrensville Heights' comparison is a differential of 20.75% for the East Cleveland Sergeants.

The disparity is significant. The City of Euclid, for example, has its problems, but pays much more for its sergeants.

This unit is a small unit, and the chance that this group they supervise may shrink due lay offs, makes their job even tougher. A raise for this unit need not be a pattern maker. It is for a small unit that represents promoted officers.

The Union argue against a wage re-opener for the second and third years. This was the recommendation for the fire fighters. The Union felt that wage re-openers merely add to the costs of getting to an agreed wage.

The only fact that did weigh against this is, that a levy talked about some six or seven years ago, may make its way to the ballot. This would help the union. The controversy problem is that the City may dive deeper into a financial bind and would have to make lay offs in this small unit of promoted officers. Recommending a raise for these persons is warranted by (1) the small size of the unit; (2) the need to have positions that the rank and file may aspire to; and (3) the extreme wage disparity between this city and cities that also have financial difficulty.

I shall recommend three percent for the first year and wage re-openers for the second and third year. The raise shall be retroactive to the beginning of this contract.

RECOMMENDATION

ARTICLE 26 - WAGE COMPENSATION

C. All members of the bargaining unit will receive a general wage increase of three percent in 2004. A wage re-opener shall occur in 2005 and in 2006.

ISSUE 3 - CALL-IN-TIME AND COURT TIME ARTICLE 19

SECTION 19.3 AND 19.4

The present minimum overtime pay is for four hours. Thus, even a ten minute court appearance warrants four hours over time pay.

The City opts for a two hour maximum while the Union seeks a status quo.

In view of the recommended raise for the first year, I recommend the City's proposal.

RECOMMENDATION

Section 19.3 and 19.4 Call-In-Time and Court Time be amended to a two hour minimum or the actual time worked, whichever is greater.

ISSUE 4 - SICK LEAVE CASH OUT

SECTION 20.8

The present cash out for sick leave is one quarter upon retirement to a maximum of two hundred forty hours. The Union seeks to double the cash out and the City points out that the liability for this small unit would increase by over \$60,000.00. For the same reasons, I recommend Section 20.8 be unchanged.

ISSUE 5 - INSURANCE

The Union seeks to obtain life insurance for a \$50,000.00 benefit.

The City does not provide this benefit anywhere. The cost would be too great for it to bear.

I recommend no change with regard to the issuance of life insurance policies.

ARTICLES TENTATIVELY AGREED TO BY BOTH PARTIES

The Union provided a list of Articles that have tentatively been agreed to.

The list is attached and incorporated in this report.

Respectfully submitted,



THOMAS R. SKULINA
Fact-Finder

DATE ISSUED: May 13, 2004

CURRENT AGREEMENT: The Agreement between the City of East Cleveland, Ohio and the FOP, expired on December 31, 2003.

ARTICLES TENTATIVELY AGREED TO BY BOTH PARTIES: The following Articles are tentatively agreed to and initialed by both parties:

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| Article 1, Agreement/Purpose | Article 21, On-Duty Injury Leave |
| Article 2, Conflict with Law & Separability | Article 22, Leaves of Absence |
| Article 3, Recognition | Article 23, Vacations |
| Article 4, FOP Security | Article 24, Holidays/Personal Days |
| Article 5, FOP Representation | Article 25, Clothing Maintenance |
| Article 6, Non-Discrimination | Article 27, Shooting and/ or Training Time |
| Article 7, Management Rights | Article 28, Longevity |
| Article 8, Rights of Bargaining Unit Members | Article 29, Stand-by/ on Call Status |
| Article 9, Discipline | Article 30, Health Care (Include Attachment) |
| Article 10, Grievance | Article 32, Educational Benefit |
| Article 11, Labor/ Mgt. and Safety Committee | Article 33, Bulletin Boards/ Ballot Boxes |
| Article 12, Communicable Diseases | Article 34, Agreement Copies |
| Article 13, Seniority | Article 35, Duration of Agreement (term only) |
| Article 14, Layoff and Recall | 10/12 Hour Shift option language |
| Article 15, Personnel Files | |
| Article 16, Outside Employment | |
| Article 17, Probationary Periods | |
| Article 18, Drug/Alcohol Testing
(Include Attachment "A") | |