



Before Louis V. Imundo, Jr., Fact-Finder

STATE EMPLOYMENT
RELATIONS BOARD

In the matter of fact-finding between

The City of Blue Ash

and the

Fraternal Order of Police/Ohio Labor Council, Inc.

SERB Case No. 05-MED-12-1411

This matter was heard before Louis V. Imundo, Jr., Fact-Finder, in Blue Ash, Ohio, on December 1, 2006

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1.0 Introduction

1.1 Appearing For The City

- Kirk M. Wall, Esq., Attorney at Law
- Kelly L. Kauffman, Esq., Attorney at Law
- Margaret Main, Human Resources Officer
- Robert S. Lilley, Captain

1.2 Appearing For The Union

- Ross Rader, Staff Representative
- Edward Charron, Sergeant
- Kurtis B. Lyons, Sergeant

2.0 Unresolved Issues

Article 10 – Grievance Procedure

Article 11 – Probationary Employees

Article 16 – Work Period And Overtime

Article 19 – Wages

Article 21 – Insurance

Article 36 - Duration

Through mediation, the Parties were able to agree on the language for all sections of Articles 10 and 11. The agreed upon language is reflected in the email that Ms. Main prepared after the hearing.

3.0 Recommendations

Article 16 – Work Period And Overtime

Section 16.1

The Parties agreed that the language that appears in the tentative agreement should remain intact.

Section 16.2

In the Fact-Finder's opinion the changes in the tentative agreement proposed by the Union are cosmetic and/or make the language gender neutral. The Union's proposed language should be adopted.

Section 16.3

The matter of shift schedules was of paramount importance to the Parties. The Union seeks to memorialize in the Agreement, which is the first between the Parties, the current practice of Sergeants working four (4) consecutive eight and one half (8 ½) hour days followed by two (2) consecutive days off, or five (5) consecutive eight (8) hour days followed by two (2) consecutive days off.

The Parties presented compelling and persuasive arguments to support their respective positions. The Fact-Finder recognizes the considerable benefits that the Sergeants currently enjoy with their current work schedule. The Fact-Finder also recognizes that Management has decided that the considerable knowledge and skills the Sergeants have would be better utilized if they spent more time out of the office and on the streets with the officers they supervise. Management further believes that the change in scheduling they seek will enable the Police to provide better service to the community, facilitate improved teamwork within the Police Department, and be cost effective to the City.

In the Fact-Finder's opinion, considering the Chief of Police's vision of the role of the Sergeants in meeting the Department's goals their current work schedule is inefficient and does facilitate enhancing teamwork between Sergeants and officers. In the Fact-Finder's opinion, while in the short term some of the Sergeants may experience difficulty in adjusting to the change the majority will easily and quickly adapt. In the Fact-Finder's opinion, in a relatively short period of time the majority and hopefully all of the Sergeants will come to believe that the benefits of the change will far outweigh the

negatives. In conclusion, the Fact-Finder recommends that the language that appears in Section 16.3 of the tentative agreement be memorialized in the final agreement.

Section 16.4

The Parties agreed on the language that appears in this Section of the tentative agreement.

Section 16.5

At the Hearing the Parties agreed to certain changes in the language that appears in the tentative agreement and those changes are reflected in the email that Ms. Main prepared after the hearing.

Sections 16.6, 16.7, 16.8, 16.9, 16.10, and 16.11

The Parties agreed that the language, which appears in the tentative agreement, should be memorialized in the final agreement.

Article 19 – Wages and Compensation

The information provided to, and reviewed by the Fact-Finder convincingly establishes that the Sergeants are very well compensated. In the Fact-Finder's opinion the City's ability to provide the Sergeants with high wages and excellent benefits is largely due to Blue Ash's economic prosperity. The City's willingness to share the City's wealth with the Sergeant's suggests that Management recognizes the importance of treating employees fairly and that when employees are well paid they can be more selective in who they hire and can require high levels of job performance.

The City's proposed wage package as reflected in Article 19 is directly tied to its getting the change in work schedules. In the Fact-Finder's opinion the City's wage package should be adopted only if the Union accepts the City's proposed work scheduling change. In the Fact-Finder's opinion the wage package, in part, compensates the Sergeants for the perceived and actual difficulties they may experience in their personal and family situations as they go through the adjustment process. The Fact-Finder further believes that the City's offer adequately compensates the Sergeants for the increase in the cost of living.

Article 21 – Insurance

In today's workplace it is rare to see that the employer pays the full cost of employees' healthcare insurance. This is particularly true when employees are well paid. At the hearing the City presented compelling information and persuasive arguments to make its case that the Sergeants should be required to pay for a small percentage of their healthcare insurance premiums. The percentage would start at five (5) percent for the first year, go to seven and one half (7.5) percent in the second year, and ten (10)

percent in the third year. The Union pointed out that the firefighters whose agreement was negotiated in late 2005 and went into effect in early 2006 are not required to pay for their healthcare insurance. The Union said they were willing to pay for a portion of their healthcare insurance premium costs when the majority of the City's other unionized employees pay for a portion of their healthcare insurance premiums.

The Fact-Finder has every reason to believe that the firefighters, like the Sergeants, are well paid. The Fact-Finder believes that the arguments with supporting empirical information generally conclude that in situations where all employees are provided with the same healthcare insurance all should be required to equally, on a percentage of pay basis, pay the same percentage of the premium cost. However, where multiple labor agreements exist with different unions getting everyone synchronized can be a challenging task.

The City pointed out that the dispatchers are now required to pay for a percentage of the premium cost of their healthcare insurance. The number of firefighters far exceeds the number of dispatchers. Considering that the firefighters will not have to pay anything for their healthcare insurance for 2007 and 2008 the Fact-Finder recommends that the Sergeants be required to start paying for their healthcare insurance beginning with the pay period that coincides with December 12, 2007 and at that time the percentage should be seven and one half (7.5) percent for the remainder of the life of the agreement, which will expire on December 12, 2008.

Article 16 – Duration

In the Fact-Finder's opinion the agreement should cover a period of three years; December 17, 2005 through December 12, 2008.

December 6, 2006
Date

Louis V. Imundo, Jr.
Louis V. Imundo, Jr.
Fact-Finder