

2006 DEC 15 A 11: 36

STATE OF OHIO

STATE EMPLOYMENT RELATIONS BOARD

In the Matter of Fact-Finding Between:

Fraternal Order of Police, Ohio Labor)	06-MED-09-1044
Council, Inc. and Lodge 39)	06-MED-09-1061
)	
-And-)	
)	Fact-Finder:
City of East Cleveland)	John T. Meredith

**REPORT AND RECOMMENDATIONS
ISSUED DECEMBER 13, 2006**

APPEARANCES

For the Union:

Otto Holm, Staff Representative
Lt. Dan Heglaw
Sgt. Ray Steadman

For the Employer:

Almeta Johnson, Law Director
Kenneth Adams, Deputy Safety Director
Patricia Lane, Chief of Police

INTRODUCTION

The parties to this Fact-Finding proceeding are the Fraternal Order of Police, Ohio Labor Council, Inc., and Lodge 39 (the "Union"), and the City of East Cleveland, Ohio. The bargaining unit consists of the City's full-time police officers holding the rank of Sergeant or above, excluding the Chief of Police. (Currently, due to cutbacks, only ten persons are employed in the unit.) The subject Agreement will be a successor to the January 1, 2004 – December 31, 2006 Agreement between the parties. The parties

engaged in collective bargaining as required by Chapter 4117 and then initiated this fact-finding proceeding.

The State Employment Relations Board, by letter dated November 28, 2006, appointed the undersigned, John T. Meredith, to serve as Fact-Finder. The fact-finding hearing was scheduled for 9:00 a.m. December 11, 2006 at the East Cleveland City Hall. However, the parties continued to bargain and were able to tentatively resolve outstanding issues, subject to review by the Union membership and City Council. Further, consistent with Guidelines in the SERB Fact-Finding Handbook, they requested that the Fact-Finder incorporate their tentative agreements in his Report as Recommendations for settlement. (The signed Tentative Agreement is attached to this Report as Appendix A.)

The Fact-Finder agreed to this procedure, and met with the representatives of the parties at the scheduled hearing time to review their proposed settlement and to consider representations and other information submitted to establish that the proposed settlement is consistent with the following criteria prescribed by Ohio Collective Bargaining Law and listed in SERB Rule 4117-09-05:

- (1) Past collective bargaining agreements, if any, between the parties;
- (2) 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 consideration to factors peculiar to the area and classification involved.
- (3) 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 adjustments on the normal standard of public service.
- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties;
- (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

The Fact-Finder notes that criteria No. 6, “other factors traditionally considered,” includes the tentative agreements and expressed mutual preferences of the parties, who usually are in the best position to understand what particular combination of rights and benefits best meets their local needs.

RECOMMENDATIONS

1. No Change Items

The parties propose, and that Fact-Finder recommends, that language of the 2004-2006 Agreement between the parties, including Attachment A to that Agreement, should be retained in the new 2007 Agreement, except to the extent that the parties have agreed otherwise, as set forth in the succeeding sections of this Report.

2. Article 19 – Overtime Compensation

The parties tentatively agreed to amend Article 19 to define “overtime” with references to hours worked in excess of 80 hours in a two week period, instead of hours worked in excess of 86 hours, as provided in the current Agreement. This requires amending Section 19.1 and Section 19.5.

This proposed change is recommended. The language of Article 19 therefore should be amended as follows:

Section 19.1 Overtime shall be defined as any work in excess of eighty (80) hours in any fourteen (14) day work period. For purposes of computing overtime, vacation days, SWAT Team pay, the twelve (12) regular holidays, and compensatory time off, plus any of the three (3) festive days shall be counted as hours worked.

Section 19.2 [No Change]

Section 19.3 [No Change]

Section 19.4 [No Change]

Section 19.5 All employees when performing overtime work will be entitled to receive pay at the rate of one and one-half times their regular hourly rate figured to include longevity and education differential for all hours actually worked in excess of eighty (80) hours in any fourteen (14) day work period according to the Fair Labor Standards Act.

3. Article 21 – On Duty Injury Leave

The parties tentatively agreed to add a light duty provision as new Section 21.6 to the On Duty Injury Leave article.

The proposed change is recommended. The language of Article 21 therefore should be amended as follows:

Sections 21.1-21.5 [No Change]

Section 21.6 Any full-time employee recuperating from a serious illness or injury and temporarily unable to perform the assigned duties will be temporarily assigned light duty. Assignment will be approved by the City Physician and in accordance with the applicable collective bargaining agreement. Light duty should be defined as restricted administrative work (i.e., Dispatch, Desk Duties, those not associated with physical contact of an inmate or within the medical restrictions associated with the injury or illness)

4. Article 26 – Wage Compensation

The parties agreed that there shall be no wage increase. The 2004 and 2005 wage scales shall not be included in the new Agreement, and the 2006 wage schedule should be continued as the schedule applicable in 2007. There should be no other change in Article 26, Sections 26.1 – 26.4.

5. Article 27 – Shooting and/or Training

The parties tentatively agreed to a bonus payment equal to two percent (2%) of base pay, payable on or before April 30, 2007, to all bargaining unit members who

qualified in their annual handgun qualification in 2006. This would require adding a new section 27.2

The proposed change is recommended. Language of Article 27 would state:

Section 27.2 All members of the bargaining unit who qualified in 2006 for their annual hand gun qualification shall receive a shooting proficiency bonus of 2% of their base pay, which shall be payable no later than April 30, 2007.

5. Article 30 – Health and Life Insurance

The parties tentatively agreed to change the health and medical coverage from the present plan offered through Medical Mutual to a different plan offered by Kaiser. The employee premium contribution for the new plan would be six percent (6%). Based on a chart of 2007 rates presented by Kaiser to the City and by the City to the Union when the parties agreed to this insurance change, the parties estimate that the total cost of this new plan will be materially less than the cost of the present plan. Although coverage will change, the employees will also share some of the benefit of this cost reduction, as they expect that the 6% premium contribution will be less than their current premium contribution. It is the City's stated intention to move all of its employees, including its non-union employees and employees in other bargaining units, to the Kaiser plan.

The proposed change is recommended. Revised language of Article 30 to state:

Section 30.1 Each bargaining unit employee shall be provided medical, hospitalization and prescription insurance coverage and benefits in accordance with two (2) plan options. Each bargaining unit employee shall have the option of enrolling in one of the plans being offered. Enrollment for 2007 shall take place in December and be effective January 1, 2007. The benefits afforded under each of the plans shall not be changed during the term of the contract. If it is impossible for the City to purchase a plan identical to the plans identified herein for reason that an identical plan is not offered, the City shall purchase an available plan that is most comparable to providing the coverages and benefits of the plan that it replaces. The City shall not be limited by insurance carrier in meeting its responsibilities under this Article. Cost shall not be deemed a reason for the unavailability of a plan.

Section 30.2 Employees shall contribute 6% of the premium amount for the plan in which they choose to enroll. The employee premium contribution identified herein shall not be increased during the term of this one-year contract.

Sections 30.3 – 30.6 [No Change]

6. Article 35 – Duration of Agreement

The parties propose a one-year agreement, January 1 – January 31, 2007.

A one-year agreement is recommended. Therefore, the amended language of Article 35 will state:

This Agreement represents a complete understanding between the City and the Union, and it shall be effective January 1, 2007 through December 31, 2007, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice, to the other of an intent to negotiate on any or all of its provisions. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an amended Agreement is agreed to or, on or after December 31, 2007, either party gives thirty (30) days notice of an intention to terminate this entire Agreement.

SUBMISSION

This Fact-Finding Report is submitted by:



John T. Meredith, Fact-Finder

Shaker Heights, Ohio
December 13, 2006

CERTIFICATE OF SERVICE

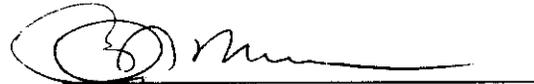
This is to certify that the foregoing Fact-Finding Report was sent to the State Employment Relations Board by Regular U.S. Mail and was served upon the parties listed below by overnight mail this 13 day of December, 2006:

Tara M. Crawford, Esq.
Fraternal Order of Police/OLC, Inc.
222 East Town Street
Columbus, OH 43215

Attorney for the FOP/OLC & Lodge 39

Almeta Johnson, Esq.
Law Director, City of East Cleveland
14340 Euclid Avenue
East Cleveland, OH 44112

Attorney for the City

A handwritten signature in black ink, appearing to read 'John T. Meredith', is written over a horizontal line.

John T. Meredith, Fact-Finder

Collective Agreement between the City of East Cleveland and the Eastern Local of Police, Lodge No 34 of the Public Council, Inc. dated 11/14/66

1. The parties shall enter into a 1 year agreement effective from and after 12/01/67 through 11/30/68

2. Article 19.1 will be amended as follows:

Quintine shall be defined as any work in excess of regular hours in any fourteen (14) day work period.

And 19.5 shall be amended as follows:

"All employees who perform quintine work will be entitled to receive pay at the rate of one and one half times their regular hourly rate. Payment to include University fund education differential for all hours actually worked in excess of eighty hours in any fourteen day work period according to F.L.S.A.

11/14/66

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4. Amend Article 27 to read as follows:

"All members of the Association must who qualified in 1906 for their original membership qualifications shall receive 50% of their face value which shall be payable at interest from April 30, 1911"

5. There shall be no wage increase

6. There shall be provided the same compensation and medical benefits from Medical Mutual to Keweenaw Associates with members of the Association and contributing 10% of the premium

7. All other provisions of the written organizing agreement that are subject from January 1, 1909 through December 31, 1910 shall remain unchanged.

Wm. J. [Signature]
Secretary

[Signature]
President