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STATE EMPLOYMENT
RELATIONS BOARD

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PURSUANT TO O.R.C. 4117.14(C)
UNDER THE AUSPICES OF THE
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER BETWEEN)	
)	
BAINBRIDGE TOWNSHIP)	
)	FACTFINDER'S REPORT
and)	
)	SERB CASE NO.
FRATERNAL ORDER OF)	06-MED-09-1056
POLICE, LODGE 67)	

This Factfinding arises pursuant to Ohio Revised Code Section 4117.14(C). The Parties, BAINBRIDGE TOWNSHIP (“the Township”) and FRATERNAL ORDER OF POLICE, LODGE 67 (“the FOP”), selected Susan Grody Ruben to serve as sole, impartial Factfinder, whose Recommendations are issued below.

APPEARANCES:

for the Township:

**Stephen J. Sferra, Esq., Littler Mendelson, 1100
Superior Avenue, 20th Floor, Cleveland, Ohio
44114**

for the FOP:

**Robert M. Phillips, Esq., Faulkner, Muskovitz &
Phillips, LLP, 820 West Superior Avenue, 9th
Floor, Cleveland, Ohio 44113**

FACTFINDER'S RECOMMENDATIONS

Tentative Agreements

**All articles tentatively agreed to by the Parties are hereby
incorporated into this Report, including but not limited to the duration
of the Agreement, January 1, 2008 – December 31, 2010.**

Statutory Criteria

**In reaching Recommendations on the open issue, the Factfinder
has reviewed the parties' submissions and the evidence and positions
presented at the Factfinding Hearing. The Factfinder has analyzed**

this information in the context of the statutory criteria found in Ohio

Revised Code Section 4117.14(G)(7):

- a) Past collectively bargained agreement[s] ... between the parties;**
- b) Comparison of the issue[s] submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;**
- c) The interests 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;**
- d) The lawful authority of the public employer;**
- e) The stipulations of the parties; and**
- f) Such other factors, not confined to those listed ... which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.**

Bargaining Unit

The bargaining unit consists of approximately 11 full-time patrol officers.

Issues

There are 7 open issues:

- A. Article 6 – Compensatory Time**
- B. Article 19 – Uniform Allowance**
- C. Article 20 – Holidays**
- D. Article 21 – Vacation**
- E. Article 24 – Wages**
- F. New Article – Officer in Charge Premium**
- G. New Article – Proficiency Premium**

A. Article 6 – Compensatory Time

FOP

Increase compensatory time maximum banked hours from 32 hours to 80 hours. Decrease incremental use of banked compensatory time from 4 hours to 1 hour.

Township

Increase compensatory time maximum banked hours from 32 hours to 40 hours. Maintain minimum increment of 4 hours for use of compensatory time.

Factfinder Recommendation

Current average compensatory time banks in the unit are 14.59 hours, with only two Patrol Officers with more than 24 hours.

Accordingly, it appears reasonable to increase the compensatory time maximum bank hours to 40 hours, rather than 80 hours.

In the 2006 Extension Agreement between the Parties, the minimum increment for compensatory time usage was increased from 2 hours to 4 hours, given that the Township had found scheduling difficult with the 2-hour minimum increment. Given the recent introduction of the increase to the 4-hour minimum, and the continuing justification for having such a minimum, it seems unwise to go to a 1-hour minimum.

B. Article 19 - Uniform Allowance

FOP

Increase current uniform allowances by \$75 in 2009, and an additional \$75 in 2010, bringing the uniform allowances to \$1025 in 2009, and \$1100 in 2010.

Township

Increase current uniform allowances by \$25 in 2009, and an additional \$25 in 2010, bringing the uniform allowances to \$975 in 2009 and \$1000 in 2010.

Factfinder Recommendation

Given the comparables, the bargaining history of the 2006 and 2007 Extension Agreements – where \$25 increases were implemented, as well as the Chief's uniform allowance having been at \$1,000 for over 10 years, the Factfinder recommends the Township proposal.

C. Article 20 – Holidays

FOP

Time-and-one-half for hours worked on Thanksgiving Day, Christmas, and New Year's Day. Maintain the "me-too" holiday clauses from the 2006 and 2007 Extension Agreements.

Township

Modify Article 20(3) as follows:

Each full-time employee who does not work on a Holiday shall receive eight (8) hours of pay at the employee's base hourly rate at the time of the Holiday for each Holiday. An employee who works on a Holiday other than Thanksgiving, Christmas or New Year's Day shall be paid straight-time for hours worked on such Holidays, but shall receive an additional paid day off at a future date mutually agreed between the employee and the Chief. An employee who works on Thanksgiving, Christmas or New Year's Day shall be paid time and one-half (1 1/2) for hours worked on the Holiday, but shall not receive an additional paid day off at a future date.

Reject the "me too" provision.

Factfinder Recommendation

The Factfinder sees no compelling reason to recommend the FOP Proposal or the Township Counter-proposal. Accordingly, the Factfinder recommends status quo; i.e., no changes from the 2007 Extension Agreement, including Veterans' Day as a holiday, and a "me too" provision.

D. Article 21 – Vacation

FOP

Establish a new level of entitlement at 15 years with 5 weeks of vacation and a new level at 22 years with 6 weeks vacation:

After 1 year	10 days
After 5 years	15 days
After 10 years	20 days
After 15 years	25 days
After 22 years	30 days

Township

Status quo:

After 1 year	10 days
After 5 years	15 days
After 10 years	20 days
After 20 years	25 days

Factfinder Recommendation

Non-bargaining unit employees of the Township receive:

After 1 year	10 days
After 5 years	15 days
After 12 years	20 days
After 20 years	25 days
After 30 years	30 days

Based on the internal and external comparables, as well as the bargaining history, the Factfinder recommends:

After 1 year	10 days
After 5 years	15 days
After 10 years	20 days
After 20 years	25 days
After 25 years	30 days

E. Article 24 – Wages

FOP

4.0%	Retroactive to January 1, 2008
4.0%	Effective January 1, 2009
4.0%	Effective January 1, 2010

Township

2.8%	Retroactive to January 1, 2008
3.1%	Effective January 1, 2009
3.1%	Effective January 1, 2010

Factfinder Recommendation

Based on comparables (with an emphasis on townships), the CPI, the overall Agreement, and the Township's ability to pay, the

Factfinder recommends:

3.0%	Retroactive to January 1, 2008
3.5%	Effective January 1, 2009
3.5%	Effective January 1, 2010

F. New Article – Officer in Charge Premium

FOP

Add:

In the absence of a sergeant, the senior patrol officer (in terms of Township service) shall assume the Officer in Charge duties and be paid the equivalent of the sergeants' rate of pay.

Township

Add:

The Chief shall exercise authority and discretion to designate an Officer in Charge (OIC) during any hours on a shift for which no supervisory employee is working. The Chief will consider all interested employees in making such assignments and will consider the seniority, abilities and demonstrated leadership of the officers on the shift in making such designations. The designated OIC on an eligible shift shall be indicated on the normal work schedule. An officer who is designated as the OIC for a particular shift shall be paid an additional \$0.75 per hour for the hours actually worked as the designated OIC. An employee who is designated as OIC shall be responsible to direct and instruct other patrol officers working on the shift, and shall be responsible to ensure adherence to Departmental rules, regulations, policies and procedures and to report violations of same, but shall not be authorized to issue discipline or to perform other supervisory duties.

Factfinder Recommendation

Based on the comparables and the management rights clause of the Agreement, the Factfinder recommends most of the Township proposal, with the following modifications: 1) the Factfinder recommends the OIC rate be \$1.00 per hour; and 2) to ensure there is always someone in charge at any given time, the Factfinder recommends the first sentence be modified to read:

The Chief shall designate an Officer in Charge (OIC) during any hours on a shift for which no supervisory employee is working.

G. New Article – Proficiency Premium

FOP

Add:

Section 1

Throughout the term of this agreement all members of the bargaining unit that meet or exceed the State of Ohio Annual Certification O.R.C. § 109.801 and § 109.803 for police officer qualifications will be given a professional proficiency allowance paid by the City as follows:

**2008 – \$ 500.00
2009 – \$ 750.00
2010 – \$1000.00**

Satisfactory qualification will be evidenced by a letter of qualification from the range officer and/or the training officer to the employee or the City that each officer has met the requirements as set forth in O.R.C. § 109.801 and § 109.803.

Section 2

Upon evidence of satisfactory completion, the member is entitled to the above-stated rate during each contract year, payable in November of each year.

Township

Status quo, i.e., no new article.

Factfinder Recommendation

Given the comparables – where relatively few municipalities have premiums for firearms certification and continuing education, as well as the fact that any mandated training undertaken is considered compensable working time, the Factfinder declines to recommend a proficiency premium at this time.

DATED: September 28, 2008


**Susan Grody Ruben, Esq.
Factfinder**