

THE STATE EMPLOYMENT RELATIONS BOARD
January 18, 2011

THE CITY OF NORTH RIDGEVILLE)
)
Employer,)
)
and)
)
THE FRATERNAL ORDER OF)
POLICE, OHIO LABOR COUNCIL,)
INC. NORTH RIDGEVILLE DIVISION)
)
Union.)
)

SERB Case Nos. 10-MED-06-0850
10-MED-06-0851
10-MED-06-0852

FACT FINDER: **JOSEPH W. GARDNER**

FACT FINDING REPORT

APPEARANCES

For the **EMPLOYER:**

KENNETH S. STUMPHAUZER, Representative
ASHLEIGH B. ELCESSER, Representative
G. DAVID GILLOCK, Mayor
JEFFRY ARMBRUSTER, SSD
RICHARD D. THOMAS, Chief of Police
MIKE FREEMAN, Lieutenant (Chief Designate)
MARTI GARROW, Lieutenant (Captain Designate)
TERESA MACHOVINA, Deputy Auditor
PAT SEPESI, Assistant Deputy Auditor

For the **UNION:**

LUCY DiNARDO, Representative
TODD HILTY, Gold Representative
COREY SABO, Blue Representative
VINCE ABT, Gold Representative
KATIE HILTY, White Representative
LYNN GRUNDY, White Representative

INTRODUCTION

On November 24, 2010, the State Employment Relations Board appointed this neutral as the fact finder. The parties signed a (g) (11) waiver and the case was set on January 10, 2011.

Detailed position statements were served. At the beginning of the fact finding conference, the parties were ready with witnesses and exhibits. The parties elected to mediate, and the parties and their representatives conducted serious and lengthy negotiation. The parties

reached an agreement during mediation. The parties reconvened and the fact finding conference was opened.

FACT FINDING

The employer had twelve (12) issues and the Union had four (4) issues as follows:

Employer Issues:

- A. Wages: Article 26
- B. Cost Savings Days: New Article
- C. Insurances: Article 24
- D. Longevity: Article 25
- E. Overtime and Court Appearances: Article 13, Section 13.04
- F. Holidays: Article 15, Section 15.03
- (No Issue "G" was included in position statement)
- H. College Incentive Program: Article 21, Section 21.01
- I. Promotions: Article 41, Section 41.01
- J. Sick leave: Article 17, Section 17.03
- K. Substance Testing and Abuse: Article 10
- L. Uniform Allowances: Article 23, Section 23.01
- M. Re-opener: Article 38

Union Issues:

- 1. Work Schedule and Hours: Article 12
- 2. Overtime and Court Issues: Article 13
- 3. Vacation: Article 16
- 4. Wage Rates: Article 26

Per agreement of the parties, the Employer and Union withdrew all of the above issues.

The parties, however, agreed to present the following issues for fact finding. Both parties urged the fact finder to recommend the following issues be placed in the fact finding report:

- Joint Exhibit 1 – Memorandum of Understanding
- Exhibit A – New Article – Cost Savings Days
- Exhibit B – Article 10 – Substance Testing and Abuse
- Exhibit C – Tentative Agreement – Article 13 - Overtime and Court Appearances (13.03)
- Exhibit D – Tentative Agreement – Article 13 - Overtime and Court Appearances (13.04)
- Exhibit E – Tentative Agreement – Article 15 - Holidays
- Exhibit F – Tentative Agreement – Article 21 - College Incentive Program
- Exhibit G – Tentative Agreement – Article 23 - Clothing Allowance

The language for those issues is attached hereto as the Joint Exhibit 1 and Joint Exhibits A through G.

This fact finder has considered the agreed language and has considered the following factors:

- (1) Past collectively bargained 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, and 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) The stipulations of the parties;
- (6) Such other factors not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed upon dispute procedures in the public service or in private employment.

Present at the fact finding conference were the persons listed on the first page under “appearances”. The undersigned questioned the mayor, the safety service director, and the heads of all the unions. All responded that they understood the language their representatives had negotiated and the agreement the representatives were recommending. All responded that they agreed with their representatives with the language and the recommendation. The parties further stated that they did not disagree with said recommendation.

The leaders for both sides thanked the personnel from the other side for their cooperation. I find that the representatives and their respective parties worked together for the mutual benefit of the community and the language and agreement meets the goals of the above factors.

DISCUSSION

The position statements and exhibits presented described the financial condition of the City and the bargaining history of the City and all three (3) bargaining units. The Employer's position statement says that the city is facing a serious deficit. The city predicts a deficit of \$1.8 million by December of 2011 if the City does not take immediate action. The City predicts a deficit exceeding \$6.6 million if the City continues on its current path.

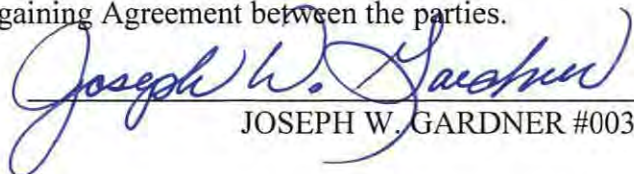
Unless reductions are made in expenses, the only other way to avoid a deficit is to experience growth of the tax base or raise taxes. One can reduce expenses by layoffs or a reduction in wage rates and/or benefits. With the use of "furlough days, or as coined by this particular jurisdiction: "cost saving days", there is a reduction in pay without a reduction in rates.

In spite of these deficits, according to the City's position statement, the City has not laid off officers. The City recently hired two (2) patrol officers. *See*, Employer's position statement, pp. 4-5.

In response to this economic downturn, the bargaining units have agreed to ten (10) unpaid cost savings days, a tightening up of "overtime and court appearances" pay, a tightening up of Holiday pay and incentive pay, and a decrease in clothing allowance. There is no wage increase for 2011. The CBA is for a term of one year. These are appropriate responses for the time.

RECOMMENDATION

I recommend that the language, set forth in the Memorandum of Understanding, Joint Exhibit 1, and the language set forth in Joint Exhibits A through G, copies of which are attached hereto, are made part of the Collective Bargaining Agreement between the parties.


JOSEPH W. GARDNER #0033400

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CERTIFICATION

I hereby certify that on January 18, 2011 a copy of the foregoing Fact Finder's Report was sent via email and/or regular U.S. mail and/or e-mail to the following: Representative for the Union, **LUCY DiNARDO**, Attorney at Law, 2721 Manchester Road, Akron, OH 44319; ldinardofop@wowway.com; Representative for the Employer, **KEN STUMPHAUZER**, 5455 Detroit Road, Sheffield Village, Ohio 44054, kstumphauzer@sheffieldlaw.com; and to **Mary E. Laurent**, Administrative Assistant, SERB Bureau of Mediation, 65 East State Street, 12th Floor, Columbus, OH 43215-4213, Mary.Laurent@serb.state.oh.us.


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