

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

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In the Matter of Fact Finding	*	
Between	*	
	*	FINDINGS
FRATERNAL ORDER OF POLICE	*	AND
OHIO LABOR COUNCIL, INC.	*	RECOMMENDATIONS
	*	
	*	10-MED-10-1393
	*	
and	*	Anna DuVal Smith
	*	Fact Finder
CITY OF RAVENNA	*	
	*	

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Appearances

For the Fraternal Order of Police/Ohio Labor Council, Inc.:

Lucy A. DiNardo, Staff Representative  
Fraternal Order of Police/Ohio Labor Council, Inc.  
2721 Manchester Rd.  
Akron, OH 44319

For the City of Ravenna:

Jonathan J. Downes, Esq.  
Downes, Fishel, Hass, Kimm, LLP  
400 South Fifth St., Ste. 200  
Columbus, OH 43215-5430

## I. SUBMISSION

This matter came for fact-finding on February 14, 2011, at City Hall in Ravenna, Ohio, before Anna DuVal Smith who was appointed Fact Finder pursuant to Chapter 4117 O.R.C. Present on behalf of the Fraternal Order of Police/Ohio Labor Council, Inc. (“FOP”) were Sgt. Jake Smallfield, Ptl. David Wert and Dispatcher Laura Taylor. Present for the City of Ravenna (“City”) were Mayor/Safety Director Joseph Bica, Chief of Police Timothy L. Adkins, Finance Director Kimble Cecora, and Frank J. Cimino, Law Director. Both parties were offered a complete opportunity to examine witnesses, to present written evidence, and to argue their respective positions. The parties chose to waive hearing, relying on their pre-hearing statements and exhibits and what the Fact-Finder learned during mediation. The record was closed at 2:00 p.m. on February 14, 2011.

In rendering these Findings and Recommendations, the Fact-Finder has given full consideration to all reliable information relevant to the issues and to all criteria specified in §4117.14(C)(4)(e) and Rule 4117-9-05 (J) and (K) O.A.C., to wit:

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

## II. BACKGROUND

The City of Ravenna is located in Summit County, Ohio, approximately 35 miles southeast of Cleveland and 18 miles east of Akron. Its population in 2000 was 11,771. This case concerns police patrol officers (14-16), supervisors (4 lieutenants and 3 sergeants), and dispatchers (7 and 1 clerk/dispatcher) represented by the FOP. Facing deficits, the City and FOP agreed in February of 2010 that “effective January 24, 2010, all members of the Union shall

agree that the City...may rescind the three percent (3%) increase granted to them through the current collective bargaining agreement for a period not to extend beyond December 31, 2010” (“MOU”) to avoid future layoffs and give the City time to find funding. When the City failed to grant the increase upon that agreement’s expiration, the Union filed a grievance but also agreed to extend the date for fact-finding on the successor agreement to January 31, 2011, and permitted a conciliator to award items with cost implications retroactive to January 1, 2011.

On January 18, 2011, the Fact-Finder met with the parties in an attempt to resolve their differences. Little progress was made and so the parties extended again, this time to February 28. The parties and Fact-Finder met again on February 14 in a final attempt to resolve the dispute, to no avail. The parties thereupon sought findings and recommendations from the Fact-Finder to be submitted on February 21, 2011, by electronic email.

### III. IMPASSE ITEMS, FINDINGS AND RECOMMENDATIONS

#### Article 9, Total Agreement

The Union proposes to substitute an Alternative Dispute Resolution Process but did not support its case. Recommendation: No change.

#### Article 16. Arbitration Procedure

The Union proposes to substitute the Federal Mediation and Conciliation Service for the American Arbitration Association in the resolution of grievances. The Union has not supported its case here either. The parties should mutually select a provider they both agree to.

Recommendation: No change.

#### Article 27.3, 27.5, 27.7, 27.9. Hours of Work/Overtime, Article 30.1 and 30.2. Clothing Allowance/Maintenance Allowance, Article 32.6. Vacation, Article 33.11 Sick Leave/Bereavement Leave, Article 37. Holidays and Personal Leave, Article 42. Fitness Incentive

In light of the Fact-Finder’s recommendation for wages, the status quo for these benefits is recommended.

Recommendation: No change.

Article 40. Wage Scales and Appendix A Wage Rates

The FOP asks that the 2010 wage scale be implemented and that there be reopeners for 2011 and 2012. The City wants no change from what it paid in 2010 (i.e., the 2009 rate), continuing the rates of pay in effect on December 31, 2010, and points out that both the AFSCME and IAFF already agreed to a 0% wage increase in 2011 and reopeners for 2012 and 2013.

In light of the City's financial position and the sacrifices other bargaining units have made, the Fact-Finder recommends a wage freeze for 2011 at the negotiated 2009 rate of pay. Moreover, that employees currently in the classification of lieutenant maintain that rank until December 31, 2011, or reopener (recommended below) negotiations are concluded.

Duration

The Fact-Finder recommends a term of January 1, 2011 through December 31, 2013 with a reopener on October 1, 2011, to include all economic items (including those which have an economic impact) for the remainder of the January 1, 2011-December 31, 2013 contract.

IV. SUMMARY OF RECOMMENDATIONS

<u>Item</u>	<u>Recommendation</u>
Article 9. Total Agreement	No change
Article 16. Arbitration Procedure	No change
Article 27. Hours of Work/Overtime	No change
Article 30. Clothing Allowance/Maintenance Allowance	No change
Article 32. Vacation	No change
Article 33. Sick Leave/Bereavement Leave	No change
Article 37. Holidays & Personal Leave	No change
Article 40. Wage Scales and Appendix A Wage Rates	2011: Freeze at negotiated 2009 rate

Article 42. Fitness Incentive

No change

Duration

2011-13; reopen Oct. 1, 2011 on all economic issues.

Other

Lieutenants maintain rank

Respectfully submitted,

A handwritten signature in black ink that reads "Anna DuVal Smith". The signature is written in a cursive style with a large initial 'A'.

Anna DuVal Smith, Ph.D.  
Fact Finder

Cuyahoga County, Ohio  
February 21, 2011

CERTIFICATE OF SERVICE

I certify that on the 21st day of February 2011, I served the foregoing Report of Fact Finder upon each of the parties to this matter by emailing a copy to them at their respective addresses as shown below:

Lucy DiNardo  
Jonathan Downes

[ldinardofop@wowway.com](mailto:ldinardofop@wowway.com)  
[jdownes@downesfishel.com](mailto:jdownes@downesfishel.com)

I further certify that on the 21st day of February 2011, I submitted this Report by emailing it to the State Employment Relations Board at [med@serb.state.oh.us](mailto:med@serb.state.oh.us)



Anna DuVal Smith, Ph.D.  
Fact Finder

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