

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In the matter of Fact Finding between:

**FRATERNAL ORDER OF
POLICE, LODGE NO. 4**

SERB CASE No. 11-MED-09-1260
11-MED-09-1261

Employee Organization

and

**FINDINGS
AND
RECOMMEDATIONS**

CITY OF DOVER, OHIO

Employer

Stephen Kubic
Fact-Finder

Date of Issuance of Report – January 17, 2012

Appearances:

For the Fraternal Order of Police:

Tracy Rader, Staff Representative
Mark Lautenschleger, Dover PD
James E. Stucin Jr., Dover PD
Mathew A. Russell, Dover PD
Jim Hitchcock, Dover PD

For the City of Dover

Douglas J. O'Meara, Law Director
Richard Homrighausen, Mayor
Tweed Vorhees, Service Director
Joseph M. Ball, Chief of Police
Mary Fox, Auditor
Timothy Torulli – Council President

1. INTRODUCTION

The parties selected Stephen Kubic to serve as Fact Finder in the above referenced case and he was duly appointed by the State Employment Relations Board in compliance with the Ohio Revised Code 4117.14 (C). The Fact Finder was notified of the appointment by e-mail dated November 22, 2011.

A hearing was held on this matter on December 19, 2011, in the chambers of the Dover, Ohio City Council. Pursuant to the Ohio Revised Code and Administrative Rules, a good faith effort was made to resolve the remaining issues through mediation. The principals reached a mediated tentative agreement, which was later rejected.

A second hearing was held on January 10, 2012. Once again an effort was made to resolve the remaining issues through mediation. Unfortunately, at this meeting, the parties were unable to reach agreement on all issues. However, significant understanding of the issues was gained during this process.

The Parties timely filed the required pre-hearing statements pursuant to section 4117-9-05 of the rules of the State Employment Relations Board (“hereinafter SERB”). In these pre-hearing statements, the parties, either individually or collectively identified a number remaining unresolved issues. However, as the hearings progressed, the parties reached agreement on the majority of issues. Those tentative agreements are incorporated into this recommendation. In fact, the parties reached agreement on all but the following issues:

- **SECTION 8.6 – MINIMUM STAFFING LEVELS**
- **SECTION 17.1- UNIFORM CLOTHING ALLOWANCE**

2. BACKGROUND

The city of Dover is located in Central Ohio with a population of 12,826. The parties have traditionally bargained a single Collective Bargaining Agreement which covers two distinct Bargaining Units. These Bargaining Units are:

- Bargaining Unit 1 – All sworn police officers, Patrolmen through Captains excluding the Chief of Police**
- Bargaining Unit 2 - Dispatchers excluding sworn uniformed police officers, Patrolmen through Captains and excluding the Chief of Police**

The parties engaged in contract negotiations on three (3) separate occasions prior to November 22, 2011. The parties were able to reach tentative agreement (“hereinafter TA”) on many of the main issues. However, the two issues stated above, and discussed herein, remained unresolved. The Fact Finder is appreciative of the parties’ effort to supply him with the necessary data to understand each of the issues, as well as, each party’s respective position on those issues.

3. Discussion and Recommendations

The issues which remain unresolved between these parties will be discussed in the order in which they appear in the Collective Bargaining Agreement.

SECTION 8.6 – MINIMUM STAFFING LEVELS

The current contract language (“hereinafter CCL”) requires that a minimum of three (3) sworn officers and one (1) dispatcher/patrolman will be scheduled for each shift. The parties have utilized this language in such a manner so that should an officer leave during the shift, an off duty officer will be called out to finish the remainder of the shift.

Position of the City

The City seeks to modify the CCL to provide that same number of officers and dispatcher/patrolman as required by the CCL will be scheduled for each shift. In addition, the City will insure that each shift will be started with the number of

employees scheduled. Off duty officers will be called out to insure that this requirement is met. However, should manning drop below the four (4) which will be scheduled at the outset of the shift, the Shift Supervisor will make a determination as to whether or not another officer is called in to finish the remainder of the shift.

The City argues that the current practice has two effects:

One: It would provide off-duty officers with some assurance that such off –duty time would remain off –duty.

and

Two: It does not provide the City’s supervisors with the latitude to make a determination as to whether or not someone who needs to leave during the shift should be replaced.

The City is concerned with the safety of its citizens, as well as its police officers. However, it contends that shift supervisor should be empowered to make a judgment as to whether or not the current workload does, or does not, require the call out of another officer. This would provide the City with a limited amount of cost savings by not calling out an officer when the Shift Supervisor does not believe he, or she, is needed.

Position of the Employee Organization

The Union counters that the CCL is intended to provide for the safety of the citizens of the City as well as, that of the officers on duty. The Union envisions situations where an officer would be called home to assist a sick family member during the first hour of the shift and the Shift Supervisor could simply decide not to call anyone in, thereby, reducing the number of officers on duty below that which the parties have agreed is adequate to meet the needs of the City. It recognizes that when the “minimum manning” schedule is maintained, the City will incur some level of call-out pay for officers. However, the safety of citizens and officers must remain the paramount objective of the Collective Bargaining

Agreement (hereinafter CBA). Therefore, it proposes that this language remain CCL.

Discussion and Recommendation

The only portion of **Section 8.6** which has been proposed to be changed is the opening sentence. It reads, “*A minimum of three (3) sworn officers and one (1) dispatcher/patrolman will be scheduled for each shift.*”

One must note that both parties recognize that the manner in which the parties have implemented the CCL does provide extra work, and consequently extra income, to employees, as well as, a cost to the City. Both parties agree that the language in question is designed to provide sufficient manning of patrols to provide adequate safety for the citizens of Dover. The fact-finder can find merit in the positions taken by both parties. However, the manner in which the parties have implemented this language previously provides significant guidance to the fact-finder regarding the importance the parties have placed upon this language.

The parties have implemented this language in a manner which insures that not only would the required number of officers and dispatcher/patrolman be scheduled for each shift, but the same staffing level would be maintained throughout the shift. (i.e. should anyone need to leave during the shift, another officer or dispatcher/patrolman would be called in to duty for the remainder of the shift, thereby, maintaining the staffing level which began the shift throughout the entire shift.) The Parties agree that this manner of implementation of this language, as well as, the language itself, has survived several successive CBAs.

The Fact Finder believes that the parties have placed significant importance on the safety of the officers covered by the CBA, as well as the citizens of Dover. This is implicit in the manner in which the parties have implemented this language in the past. As such, he is reluctant to recommend a change to this language which has been not agreed upon by the parties themselves. Therefore, the Fact Finder

recommends no change in the language of **Section 8.6**. It shall remain Current Contact Language

SECTION 17.1- UNIFORM CLOTHING ALLOWANCE

The CCL of **Section 17.1** provides a clothing allowance for each calendar year of the CBA. It currently is valued as follows:

(A)	Police Captains and Police Officers	\$750.00
(B)	Patrol/Officers during their first year of service	\$950.00
(C)	Dispatchers	\$650.00

The Bargaining Unit has proposed to increase each of these amounts by \$250.00.

Position of the Employee Organization

The Union indicates that an adjustment in the clothing allowance is necessary. There was no increase during the entire term of last CBA, which was a three year contract. In addition, the cost of clothing, especially the type necessary to perform the duties of Police Officer have increased since the amount of the clothing allowance was last adjusted. This Bargaining Unit has tentatively agreed to a wage freeze during the first year of the proposed three year agreement. Therefore, as the City's costs are being maintained, it should be able to afford a modest increase in this allowance.

Position of the City

The City resists any increase in the amount of the clothing allowance. It recognizes that the cost of some items required of Police Officers has increased. However, it points out that many of the Officers do not utilize the entire amount mandated by the CBA. In addition, in the previous TA with the Bargaining Unit, the City was to realize some cost savings in regard to the “minimum staffing level” required for each shift. The City had planned to utilize the savings garnered from the change in the staffing level requirement to fund the increase in this clothing allowance. The Bargaining Unit now indicates that it cannot agree to the staffing level language of that TA.

Discussion and Recommendation

The Fact Finder understands that all Officers do not utilize the entire amount mandated by the CBA. Conversely, one must then surmise that some do use the entire amount. A review of the expiring CBA indicates that there was no increase in the amount of the clothing allowance for at least the last three years. In addition, one must recognize that should any increase in the amount of the clothing allowance be granted, it will remain stagnant for another three years. One cannot contest the employee’s argument that costs in this area are increasing. Therefore, the Fact Finder recommends that each amount of clothing allowance listed in Section 17.4 be increased by an increment of \$100.00.

This section would read as follows:

Section 17.1 There is hereby granted a maximum clothing allowance for each calendar year of this contract; to wit: as follows:

- | | | |
|-----|---|-----------|
| (A) | Police Captains and Police Officers | \$850.00 |
| (B) | Patrol/Officers during their first year
of service | \$1050.00 |

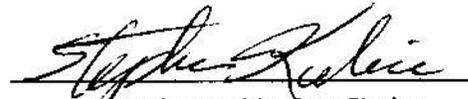
(C) Dispatchers

\$750.00

4. TRANSMITTAL

This report regarding the finding of facts and recommendations on the unresolved issues is hereby transmitted by e-mail to the Employer, the Union, and the State Employment Relations Board.

Issued at St. Clairsville, Ohio on January 17, 2012.


Stephen Kubic, Fact Finder