

13-MED-05-0738

# INITIAL CONTRACT NEGOTIATION FOR PART TIME PATROL OFFICERS (6)

Case Number: 2013-MED-05-0738 Case Number: \_\_\_\_\_ Case Number: \_\_\_\_\_  
 Case Number: \_\_\_\_\_ Case Number: \_\_\_\_\_ **Fact-finding Report** / Conciliation Award  
 Employer Name: VILLAGE OF GRAFTON County: LORAIN Neutral: WILLIAM W. ALLPORT  
 Employer Organization: OHIO PATROLMEN'S BENEVOLENT ASSOC. # of Issues 3 **FF** / Conciliation

For internal entry only BU: \_\_\_\_\_ Employee Type: \_\_\_\_\_ Employer Type: \_\_\_\_\_

ISSUE	PAGE	ISSUE	PAGE
Assignment/Reassignment.....	_____	Probationary Period.....	_____
Attend/Sick Leave Bonus.....	_____	Recognition Period.....	_____
Bargaining Unit Work.....	_____	Residency.....	_____
Breaks/Meal Time.....	_____	Retirement Incentive.....	_____
Civil Service Reference.....	_____	Retroactivity.....	_____
Class Size.....	_____	Rules and Regulations.....	_____
Compensatory Time.....	_____	Seniority.....	_____
Contract Duration.....	<u>17</u> ✓	Sick Leave.....	_____
Differential (CIRCLE ONE)		Sick Leave Severance.....	_____
Rank/Shift.....	_____	Signing Bonus.....	_____
Discipline.....	_____	Special Assignment.....	_____
Drug Testing.....	_____	Stand-By Pay.....	_____
Education Stipend.....	_____	Sub-Contracting.....	_____
Employee Rights.....	_____	Tool Allowance.....	_____
EMT/Paramedic Certification..	_____	Training.....	_____
Evaluation/Merit Pay.....	_____	Uniform Allowance.....	_____
Fair Share.....	_____	Vacancies.....	_____
FMLA.....	_____	Vacation Leave.....	_____
Grievance Procedure.....	_____	Wage.....	<u>7</u> ✓
Hazard Pay.....	_____	Wage/Pay Step.....	_____
Holidays.....	_____	Working Conditions.....	_____
Hours of Work.....	_____	Zipper Clause.....	_____
Injury Leave.....	_____		
Insurance.....	_____		
Interim Bargaining.....	_____		
Job/Shift Bidding.....	_____		
Layoff/Recall.....	_____		
Leaves.....	_____ (Circle below)		
Funeral, Union, Add'l Holiday, Personal Lv, Other			
Licensure/Certification.....	_____		
Longevity.....	_____		
MAD.....	_____		
Management Rights.....	_____		
Me Too Clause.....	_____		
Minimum Staffing.....	_____		
On-Call.....	_____		
Outside Employment.....	_____		
Overtime.....	_____		
Paid Time Off (PTO).....	_____		
Parking.....	_____		
Pension Pick-up.....	_____		
Personnel File.....	_____		
Physical Fitness.....	<u>4</u> ✓		

**Please list issues not found above**

Issue #	Page
Issue #1	_____
Issue #2	_____
Issue #3	_____
Issue #4	_____
Issue #5	_____

	Page
<b>PERCENT WAGE INCREASE PROPOSALS</b>	
Employer % WAGE Increase.... <u>3</u> %	<u>10/1/14</u>
Employer % WAGE Increase.... <u>1.5</u> %	<u>10/1/15</u>
Employer % WAGE Increase.... _____ %	_____
<b>WAGE REOPENER IN 3RD YEAR OF AGREEMENT</b>	
Union % Wage Increase..... <u>10</u> %	<u>1/1/14</u>
Union % Wage Increase..... <u>5</u> %	<u>1/1/15</u>
Union % Wage Increase..... _____ %	_____
<b>WAGE REOPENER IN 3RD YEAR OF AGREEMENT</b>	
(1) Neutral's % wage Increase.... <u>3</u> %	<u>10/1/14</u>
(2) Neutral's % wage Increase.... <u>1.5</u> %	<u>1/1/15</u>
Neutral's % wage Increase.... _____ %	_____
(3) Lump Sum Equity Adjustment <u>\$600.00</u>	<u>10/1/14</u>
(4) WAGE REOPENER IN 3RD YEAR OF AGREEMENT:	

(SEE ATTACH TO SHEETS)

Case Number 2013-MED-05-0738

Village of Grafton

And

Ohio Patrolmen's Benevolent Association

The Village of Grafton and the OPBA have bargained three initial labor agreements during the last year and one half. One covers their Police Sergeant, one covers their Full Time Patrolmen, and the third, which is the subject of this Fact Finding Report, covers the Part Time Patrolmen . . of which there are six in number.

The Parties utilized the offices of SERB relative to their negotiations concerning the Full Time Patrolman contract. This matter bears SERB Case Number 2012-MED-11-1334 and involved both Fact Finding and Conciliation.

The issues addressed in the instant negotiation relate to: (1) the proper percentage for wage increases, and (2) the timing of those increases. The Union contends that but for limited resources in terms of time and people, the Part Time Officers' Contract would have been negotiated simultaneously with the Sergeant and Full Time Officer's Agreements. Because of limited resources, negotiations concerning the Part Time Unit were delayed until the first two contracts were resolved—the delay accounting for a period of 9 months.

The Village offered wage increases in the amount of 3% and 1.5%. These increases are identical to those given in their Sergeant and Full Time Patrol Officer labor agreements. The Village demands that these increases be paid on the ratification date of the new agreement (probably 10/1/14) and one year hence (10/1/15). Both Parties have agreed to a wage reopener in the third year of the contract.

The OPBA demanded increases of 10% and 5% along with a wage reopener during the third year of the new Agreement. The OPBA contends that the other two bargaining units both received 3% increases on 1/1/14 and will receive a 1.5% increase on 1/1/15. The Union believes that the Part Time Officers should not be prejudiced with respect to the increase they should have received on 1/1/14 and similarly the increase scheduled for 1/1/15 and what may be scheduled for 1/1/16 (wage reopener). The OPBA contends that but for the lack of sufficient resources to bargain 3 labor agreements simultaneously, the Part Time Officers agreement

would have been finished concomitantly with the Sergeant and Full Time Officer labor agreements.

If the increases are not paid until 10/1/14 as the City would desire, the Union contends that the Part Time Patrol Officers will have to wait 9 months after the Sergeant and Full Time Officers receive their increases before they are entitled to theirs. They will suffer the same fate in 2015 and 2016. Thus the OPBA wants the increases scheduled for the Part Time Patrol Officers to be in synch and paid on the same dates as the Sergeant and Full Time Officer bargaining units to ensure internal fairness. Therefore the OPBA seeks wage increases which will be paid on 1/1/14, 1/1/15, and presumably on 1/1/16 (the 2016 increase will obviously be dependent on the results of the wage reopener negotiations in the third year of the contract).

The Fact Finder recommended the following solution:

1. Ratification Date (10/1/14?) 3% increase
2. 1/1/15 1.5% increase
3. 1/1/16 wage reopener
4. On the Ratification Date of the new Agreement, which will probably be 10/1/14, the Village will be required to make Equity Adjustment payments which will compensate the Part Time Patrol Officers for the delay of 9 months. (Payments to be made on the basis of existing Part Time Patrol Officer job classification which are based on longevity).
  - a. Part Time Patrol Officer 1 \$605.00
  - b. Part Time Patrol Officer 2 \$650.00
  - c. Part Time Patrol Officer 3 \$680.00

This Recommendation utilizes the employer's suggested increase rates of 3% and 1.5%. The Recommendation, through the Equity Adjustment payments, should also satisfy the OPBA's claim that the Part Time Patrol Officers should not be prejudiced by the 9 month delay in bargaining. Even with the Equity Adjustment payment the Village's first year cost of the Agreement is 3% . . . which is what the Village has offered.

The second increase of 1.5% will occur for all three bargaining units on 1/1/15 and will put those units back in synch relative to the timing of wage increases and also the percentages of those increases not to mention identical contract expiration dates.

It did seem unfair to the Fact Finder that one bargaining unit should lag behind the other two relative to the timing of wage increases. Internal equity would demand otherwise and thus the logic behind the requirement that Equity Adjustments be paid.