

Before Louis V. Imundo, Jr., Fact Finder

In the matter of fact finding between

City of Marysville

and the

Fraternal Order of Police/Ohio Labor Council, Inc.

SERB Case Nos. 2013-MED-07-0815, 0820 & 0821

This matter was heard before Louis V. Imundo, Jr., Fact Finder, in Marysville, Ohio on January 6, 2014

1.0 Introduction

1.1 Appearing For The City

- Brian Dostanko, Human Resource Director
- John Gore, Mayor
- Terry Emery, City Administrator
- Jennifer Chavarria, Finance Director/Asst. City Administrator
- Robert Spain, Deputy Chief, Division of Police
- Floyd Golden, Chief of Police
- Tony Brooks, Deputy Chief, Division of Police
- Tara Maine, H.R. Assistant

1.2 Appearing For The FOP/OLC

- Tracy Rader, Staff Representative
- Ron Nicol, Representative & Sergeant
- Amy Findley, Representative & Patrol Officer
- Kay Paden, Representative & Communications Officer
- Doug Ropp, Sergeant

2.0 Unresolved Issues

Article 35 – Wages – Communication Officers

Article 36 – Wages – Police Officers

Article 37 – Wages - Sergeants

3.0 Findings And Recommendations

At the onset of the negotiations one of Management's bargaining goals was to end the long standing practice of the City paying 8.5% of the employee portion of their OPERS payments. During the course of the negotiations the FOP agreed in principle to Management's proposal that in lieu of the City's continuing to make the 8.5% payments that employees in all three units be given a percentage wage increase adjustment to compensate them for the additional cost they would be incurring. The area of disagreement was over the percent of the increase for the agreed upon three years duration of the successor agreement.

In recent years, the City, like all municipalities in the State has experienced major financial stress. In 2009, the financial difficulties necessitated the first ever reduction-in-workforce. The City has seen the worst of the financial difficulties, but, by no means can it be said that its present financial health is good. While the future looks far better than the recent past there are no guarantees. The national economy is improving and with energy independence becoming an achievable goal in the next 7-10 years the State as well as the country at large will see significant economic benefits. The renaissance of manufacturing in the country will also provide major benefits for the State.

While the City's economic and financial future is looking brighter major expenses will be incurred. Those expenditures were fully detailed in the City's submission to the Fact Finder and presented at the Hearing. The record establishes that Management and employees have worked together to reduce operating costs. This spirit of cooperation coupled with an improving economy has resulted in the City being able to afford to make modest increases in employees' wages for the next three years.

The record establishes that employees in all three bargaining units are well paid when compared to other professionals and are competitively paid in comparison to the same skill sets in comparable police departments in the State. The Parties disagreed over the comparables and the Fact Finder believes that Management and the FOP both made persuasive and compelling arguments with respect to the correct comparables. In the Fact Finder's opinion, neither Parties comparables are wholly correct. Comparables involves more than population size and median family incomes. In the Fact Finder's opinion, while comparables are important what is far more important is the employer's ability to pay.

One of Management's expressed goals was to have all City employees receive the same percentage salary increase. In the Fact Finder's opinion, while on its face this approach to doing business looks to be equitable and logical in reality it is not. In their submission and at the Hearing Management called the proposed increases in wages

COLs, i.e., cost of living. In the Fact Finder's opinion this is a mischaracterization. First, employers should never create the impression in employees' individual and collective minds that there is an implied or expressed guarantee that wages will keep pace with inflation. Second, inflation affects people differently. Third, it is impossible to accurately predict future rates of inflation. In the Fact Finder's opinion, what Management has proposed are modest wage increases for the next three years.

The record establishes that because there was no agreement on the pension cost transfer issue there was also no agreement on the so called COLs.

Management proposed the following for the Communication Officers: and the Dispatch Supervisor: A 7% pension cost transfer raise in salary for the life of the successor agreement. A 1% COL raise in the first year, 1.5% COL raise in the second year, and a 2.0% COL raise in the third year.

The FOP proposed a dollar for dollar increase in the pension cost transfer, i.e., 8.5% for the life of the successor agreement. A 2.0 % salary increase in the second and third years.

Management proposed the following for the Patrol Officers: A 7.4% pension cost transfer raise in salary for the life of the successor agreement. A 1% COL raise in the first year, a 1.5% COL raise in the second year, and a 2.0% COL raise in the third year.

The FOP proposed a 10% pension pick up raise for the life of the successor agreement. A 2.0% raise in the second and third years.

Management proposed the following for the Sergeants: A 7.4% pension cost transfer raise in salary for the life of the successor agreement. A 1% COL raise in the first year, a 1.5% COL raise in the second year, and a 2.0% COL raise in the third year.

The FOP proposed a 10% pension pick up raise for the life of the successor agreement. A 2.0% salary increase in second and third years.

The Fact Finder has reviewed the Parties' submissions and considered their oral arguments. The Fact Finder's recommendations are based on the belief that the City's financial condition will continue to improve over the next three years. The Fact Finder recommends the following:

Article 35
Wages – Communication Officers

- Pension cost transfer raise, aka pension pickup, raise of 7.0% for the life of the successor agreement.
- A 1.0% raise in 2014
- A 1.5% raise in 2015
- A 2.0% raise in 2016

The pension pickup raise shall go into effect on April 6, 2014. The 1.0% raise shall be retroactive to January 1, 2014.

Article 35, Sections C, D, E, and F shall read as follows:

Section C – Step Progression: Step A shall be the normal hiring step the normal progression shall be on an annual basis on the employee’s anniversary hire date and such progression shall be subject to a minimal rating of “Marginal” on the performance evaluation.

Section D – Shift Differential: A shift differential shall be paid to employees working the 4 p.m. to 12-midnight (C Shift) period and midnight to 8 a.m. (A Shift) in the amount of sixty cents (\$.60) per hour.

Section E – Field Training Officer: When a communication officer is assigned the duties of Field Training Officer, the communication officer shall receive one-half hour of overtime per each eight-hour training day.

Section F – TAC/ATAC Officer: Any employee performing the assigned duties as a “TAC Officer” shall be given an additional fifty cents (\$.50) per hour for all hours worked. Any employee performing the assigned duties as an “Assistant TAC Officer” shall be given an additional twenty five cents (\$.25) per hour for all hours worked.

Article 36
Wages – Patrol Officers

- Pension cost transfer raise, aka pension pickup, raise 8.3% for the life of the successor agreement.
- A 0.5% raise in 2014
- A 1.5% raise in 2015
- A 2.0% raise in 2016

The pension pickup raise shall go into effect on April 6, 2014. The 0.5% raise shall be retroactive to January 1, 2014.

Article 36, Sections C, D, E, F and G shall read as follows:

Section C – Step Progression: Step A shall be the normal hiring step unless the employee does not have the minimum state required training. Newly hired employees who do not have the minimum State required training, shall start at two dollars (\$2.00) below Step A until successful completion of said training. Newly hired employees shall move to Step A upon completion of said training. Normal progression shall be on an annual basis on the employee's anniversary hire date and such progression shall be subject to a minimal rating of "Marginal" on the performance evaluation.

Section D – Shift Differential: A shift differential shall be paid to employees working the 4 p.m. to 12-midnight (C Shift) period and midnight to 8 a.m. (A Shift) in the amount of sixty cents (\$.60) per hour.

Section E – Field Training Officer: When an officer is assigned the duties of Field Training Officer, the officer shall receive one-half hour of overtime per each eight-hour day.

Section F – Working Out of Classification: When a police officer is assigned the duties of the next higher rank/officer in charge (OIC), the police officer shall be paid at Step A of the next higher rank.

Section G – Detectives: Detectives will receive an hourly premium of fifty cents (\$.50) per hour while assigned/acting as Detectives. The parties acknowledge that the Detective position is an assignment, not a promotion. Employees may be assigned to and from the Detective position from time to time. The parties agree that this premium is for actual hours worked.

Article 37 Wages – Sergeants

- Pension cost transfer raise, aka pension pickup, raise of 8.3% for the life of the successor agreement.
- A 0.5% raise in 2014
- A 1.5% raise in 2015
- A 2.0% raise in 2016

The pension pickup raise shall go into effect on April 6, 2014. The 0.5% raise shall be retroactive to January 1, 2014.

Article 37, Sections C, D, E and F shall read as follows:

Section C – Step Progression: Step A shall be the normal hiring step the normal progression shall be on an annual basis on the employee’s anniversary hire date and such progression shall be subject to a minimal rating of “Marginal” on the performance evaluation.

Section D – Shift Differential: A shift differential shall be paid to employees working the 4 p.m. to 12-midnight (C Shift) period and midnight to 8 a.m. (A Shift) in the amount of sixty cents (\$.60) per hour.

Section E – Field Training Officer: When a sergeant is assigned the duties of Field Training Officer, the sergeant shall receive one-half (.5) hour of overtime per each eight-hour day.

Section F – Working Out of Classification: When a sergeant is assigned the duties of the next higher rank, the sergeant shall be paid at lowest step of the next higher rank.

All previously negotiated articles and sections that have been tentatively agreed on shall be memorialized in the successor agreement.

January 17, 2014
Date

Louis V. Imundo, Jr.
Fact Finder