

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
IN THE MATTER OF FACT-FINDING

STATE-EMPLOYMENT
RELATIONS BOARD
NOV 20 9 38 AM '95

FRATERNAL ORDER OF)
POLICE, OHIO LABOR)
COUNCIL, INC.)
(UNION))
- and -)
CITY OF ST. CLAIRSVILLE, OHIO)
(CITY))

Case No's. 95-MED-07-
0616/0617

Proceedings before Jared D. Simmer, Fact-Finder. The undersigned was assigned by the State Employment Relations Board to serve in that role in the above-captioned cases. Pursuant to the provisions of Section 4117-9-05 of the Ohio Revised Code, the undersigned Fact-Finder was appointed on September 15, 1995.

I. APPEARANCES

FOR THE UNION:

Rick Grochowski (Staff Representative), Jeff Henry (Police Officer), Rich Fodor (Police Officer) and Celeste Bobot (Dispatcher).

FOR THE CITY:

Greg W. Hinzey (Director of Law), Jill Lucide (Finance Director) and Martin Kendzor (Chief of Police).

II. BACKGROUND

This proceeding involves collective bargaining negotiations between the Fraternal Order of Police, Ohio Labor Council, Inc. (Patrol Officers and Dispatchers) and the City of St. Clairsville, Ohio. The collective bargaining agreement expired on October 15, 1995. During the course of pre-hearing discussions, the parties agreed to an extension of the contract through October 29, 1995. Prior to fact-finding, the parties met and negotiated on August 24, 1995, September 6, 1995, September 21, 1995 and October 5, 1995.

A fact-finding hearing was scheduled and held on October 26, 1995 at the Administration Building in St. Clairsville, Ohio. In advance of the mediation session, both parties filed pre-hearing briefs and exhibits with the Fact-Finder. The same have been duly noted and reviewed.

The Police Officer unit was certified on January 16, 1985 and the Dispatcher unit on August 28, 1986. The bargaining unit consists of six (6) police officers and five (5) dispatchers.

III. ISSUES

During the course of good faith negotiations, the parties tentatively agreed to all issues except the following. The resolved provisions of the contract are hereby recognized and adopted by the Arbitrator.

The mutually recognized issues at impasse are set forth below in the approximate order in which the parties presented them:

Issue 1: Wages	Article 23
Issue 2: Shift Differential	Article 23
Issue 3: Longevity Pay	Article 23

Issue 4: Insurance Article 29

Issue 5: Uniform Allowance Article 31

IV. FACT-FINDER'S REPORT AND RECOMMENDATIONS

In issuing this Report and Recommendations, the Fact-Finder took notice of all the oral and written testimony presented by, and as stipulated by, the parties, as well as those six factors which the State Employment Relations Board requires Fact-Finders to consider, including but not limited to:

1. Prior collective bargaining agreements, if any, between the parties.
2. Comparison of the issues in the instant case with those issues involving other public and private employees doing comparable work, giving consideration to the factors peculiar to the area and classification involved.
3. The public interest and welfare, the ability of the employer to finance and administer the items involved, and the effect of the adjustments on the normal standard of public service.
4. The lawful authority of the public employer.
5. Any stipulations of the parties.
6. Such other factors, which are normally or traditionally considered in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

In the preparation of this Report and Recommendations, the Fact-Finder considered these six (6) factors.

Issue 1: Article 23, Wages.

The contract, Article 23, provided that, effective October 15, 1992, the base annual rate of pay for unit members would be as follows:

Patrol	\$23,920 (\$11.50/hour)
Dispatchers/Meter Maid	\$15,974 (\$7.68/hour)

Effective October 15, 1993 base salaries were increased as follows:

Patrol	\$24,648 (\$11.85/hour)
Dispatchers/Meter Maid	\$16,453 (\$7.91/hour)

Effective October 15, 1994 base salaries were increased as follows:

Patrol	\$25,376 (\$12.20 hour)
Dispatchers/Meter Maid	\$16,947 (\$8.14/hour)

Union:

The Union proposed wage increases of 3.5% in the first year of the contract, 3% in the second year, and 3% in the third year, for a total increase, without roll-up costs, of nine and 1/2 percent (9.5%). It based its proposal on comparable contracts and the relative ability of the City to finance this magnitude of increase.

As to ability to pay, the Union suggested that the City is financially well off and able to afford this improvement in wages. The Union pointed out how the City carries over a fund surplus each year and also that the City has two separate funding sources to fund police wage improvements; a police levy and the general fund. In any event, the Union explained that the City's tax base is expected to grow and the City has a track record of over budgeting expenses that calls into question any projected "deficit" next year.

As to external factors, the Union points out that, statewide, police settlements are currently averaging 3.14% per year, an amount greater than the City's last offer of 3% in the first year of the contract. In addition, the Union points out that Martin's Ferry, the nearest comparable department, is poised to receive a 3% increase in conciliation and that city, unlike St. Clairsville, is nearly bankrupt. The Union also underscores that the City's AFSCME local is receiving a negotiated 3.5% this year (the last year of its current contract) and the City's non-bargaining unit employees were given a 3.5% increase just this past summer.

City:

The City originally proposed wage increases of 2% in the first year of the contract, 2% in the second year, and 2% in the third year (for a total of 6% over three years). At the hearing, the City increased its offer to 3%, 2% and 2% (for a total of 7% over three years).

Documentation and testimony was presented with respect to the City's position regarding an appropriate and equitable wage increase to the patrol and dispatcher rates.

While the City did not suggest a current inability to pay for improvements in wages, it did point out its concern with a declining General Fund balance (from \$453,027 in 1993 to \$58,827 this year) that is projected to become a \$104,225 deficit by 1996.

However, rather than focusing on insufficient funds, the City relied on internal and external equity. As to internal equity, the City contended that 7% over three years is an appropriate salary increase given that it is expected to negotiate similar increases in its AFSCME contract next year and implement the same for its non-bargaining unit employees in 1996. In addition, the City points out that the current top of scale rate (\$25,376) for this patrol unit is already substantially greater than the top rates of comparable police departments (i.e., Martin's Ferry (\$22,883), Bellaire (\$21,112) and Belpre, Ohio (\$21,133)).

The City concludes that because of uncertain projected general fund balances, they need to begin reigning in salary increases and it has to begin somewhere, and this contract as good a place as any to start.

Finding and Recommendation:

This Fact-Finder takes notice of the fact that the City and the Union have a mature bargaining relationship marked by mutual respect and that both sides made a sincere effort to reach agreement during negotiations. My Report and Recommendations attempts to recognize this fact by setting forth recommendations which I believe are reasonable and fair and which both parties can recommend, although I realize that acceptance of the same would involve some degree of mutual sacrifice.

The Fact-Finder notes that, at the present time, ability to pay is not the determinative issue here. However, this Fact-Finder is certainly cognizant of a City's continuing duty to manage its finances responsibly.

In that regard, the Fact-Finder recommends a 3.5% wage increase in the first year of the contract.

There are three factors that support a 3.5% wage increase in the first year; the projected rise in the cost of living in 1996 (2-3%); the raises already received by both the City's AFSCME and non-bargaining unit employees in 1995 (3.5%); and the average wage increases in 1995 received by police departments state-wide (over 3%). While the Fact-Finder is required to consider settlements in comparable departments, the parties recognized the difficulty in doing so given the dearth of similarly situated municipal departments. While the Fact-Finder is aware that Martin's Ferry is the closest comparable, it has not yet settled its current contract and so provides no practical reference value.

As to year two of the contract, the Fact-Finder recommends a 2.75% increase and in year three of the contract, a 2.5% increase. The Fact-Finder recognizes that these recommended increases are less than what the Union requested. And, while they exceed what the City proposed, this Fact-Finder would point out that in the third year of the agreement, the unit will begin sharing for the first time in the costs of their health insurance coverage. While accepting these recommended increases will require compromises by both sides, the Fact-Finder believes the recommendation to be equitable, both as to internal and external equity concerns, and consistent with other comparable municipal police contracts.

Issue 2: Shift Differential, Article 23.

Section 2 of Article 23 states that unit members who work afternoon or midnight shifts receive a \$.10 and \$.15 per hour shift differential, respectively, for each hour worked on the second (4:00 p.m. -- 12:00 a.m.) or third (12:00 a.m. -- 8 a.m.) shift.

Union

The Union proposes an increase in the current shift differential, i.e., from \$.10 per hour to \$.20 per hour for the second shift, and from \$.15 per hour to \$.30 per hour for the third shift. In support of its position, it cites an increase in the shift differential as a way to increase the base wage of the dispatchers and patrolmen. In that regard, an increase from \$.10 to \$.20 per hour and from \$.15 to \$.30 per hour would translate into annual wage increases of \$416 and \$624, respectively.

City

The City proposes no change in the current shift differential. In support of its position, it references that the same differentials are currently enjoyed by all of its other employees

and the Union has presented no compelling reasons to change them.

Finding and Recommendation:

I propose that the current differential premiums of \$.10 per hour for the first shift and \$.15 per hour for the second shift remain unchanged.

In that regard, not only has the annual wage increase the increased differential was designed to provide been addressed in the Fact-Finder's proposed wage increase, but the rationale provided to change a differential that is provided to all other city employees was unpersuasive.

Issue 3: Longevity Pay, Article 23.

Unit members who have completed 10-19 years of service currently receive an annual lump sum longevity payment of \$150. Unit members who have completed 20 or more years of service currently receive an annual lump sum longevity payment of \$300.

Union:

The Union proposes that longevity pay be changed as follows:

10 to 14 years of service -- \$150
15 to 19 years of service -- \$200
20 or more years of service -- \$350

City:

The City proposes that current longevity pay be maintained.

Finding and Recommendation:

I propose that the current longevity pay schedule, i.e., \$150 for members who have completed 10-19 years of service and \$300 for members who have completed 20 or more years of service remain unchanged.

Again, an annual wage increase has already been provided for in the Fact-Finder's proposal. Further, the rationale provided to change the differential was unpersuasive, including the fact that the unit has little or no turnover that would warrant additional pay for remaining employed with the City and documentation regarding comparables was not available.

Issue 4: Insurance, Article 29.

The City currently provides medical coverage at no cost to unit members.

Union:

The Union proposes no change in existing coverage.

City

The City wants the Union to begin participating in the cost of future increases in health and dental insurance premiums. In that regard, it proposes that members begin paying 75% of future increases until such time as the bargaining unit members portional share of monthly premiums equal 25% of the total premium.

Finding and Recommendation:

There is a trend in both the public and private sectors for employees to begin sharing the cost of receiving health and dental insurance. The reasons for this are obvious; costs continue to escalate and in an effort to help control them, employees are being asked to contribute some amount towards the premiums.

In that regard, the Fact-Finder finds it reasonable to begin asking unit members to share in the costs of what is by all accounts generous coverage. He proposes, however, that in the interests of fairness, employee contributions be phased in. Therefore, the Fact-Finder recommends that there be no employee contribution in the first and second years of the contract. However, beginning in year three, patrolmen are to begin contributing \$7 per pay period, and dispatchers \$3.50 per pay period towards the cost of health insurance. While the Fact-Finder recognizes that this is a minimal amount, and employee contribution is delayed at that, it does begin the City and the Union down the road towards more equitably shared costs and some degree of shared risk for future premium increases.

Issue 5: Uniform Allowance, Article 31.

The contract currently provides that the City will provide uniforms to employees at no cost.

Union

The Union proposed that patrolmen receive up to \$500 per calendar year, and Dispatchers up to \$400 per calendar year, in a direct purchase uniform program. The Union expressed a problem

regarding the City's proposal to provide assurances in writing regarding a standard uniform list, primarily because of its concern regarding inordinate delay in receiving needed replacement items and its concern that the City would simply choose not to fund replacement items.

City

The City proposed a standard uniform list for unit members, as follows: for Patrolmen -- 4 summer short sleeve shirts, 4 winter long sleeve shirts, 5 pairs of trousers, 2 pairs of shoes and 1 pair of boots, 1 summer and 1 winter jacket, 1 eight point hat and 1 fur cap, 5 pair of black socks, 1 pair of black gloves, a black-fluorescent orange rain coat, 3 black neckties, 2 name tags and 2 tie clasps. For the Dispatchers, 4 summer short sleeve blouses, 4 winter long sleeve blouses, 4 pairs of slacks, 3 skirts, 3 ties and 2 name tags.

Finding and Recommendation

The Fact-Finder finds that, in essence, the parties wish to reduce to writing what they both believe to have been the longstanding practice regarding the uniform allowance for unit members.

In that respect, the Fact-Finder recommends that the City's list be adopted and reduced to writing, with the following changes; one additional pair of socks to be issued to Patrolmen and one standard pair of black work shoes to be issued to Dispatchers.

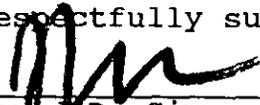
In addition, the Fact-Finder recommends that these items be provided on an as-needed basis, that is, repaired or replaced as necessary on a prompt basis.

In that regard, the Fact-Finder recommends that the current language of Article 31, Uniforms, be labeled "Section 1", the City's proposed list of standard issue Patrolmen and Dispatcher equipment, with recommended additions, be added as "Section 2", and a new "Section 3" be added that would read:

"All uniforms and equipment will be repaired or replaced promptly on an as-needed basis."

Issued November 2, 1995

Respectfully submitted,



Jared D. Simmer
Fact-Finder

CERTIFICATE OF SERVICE

I hereby certify that the above Fact-Finder's Report and Recommendations were served upon both of the above-named parties, The City of St. Clairsville, Ohio (via Mr. Gregory Hinzey) and the Ohio Benevolent Patrolmen's Association (via Mr. Rick Grochowski), by ~~two day~~^{overnight} mail service, and upon the Ohio State Employment Relations Board (via G. Thomas Worley) by first class mail, this day of November 2, 1995.



Jared M. Simmer
Fact-Finder