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Before Louis V. Imundo, Jr., Fact-Finder

In the matter of Fact-Finding between the

CITY OF LANCASTER

and the

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

SERB Case No. **95-MED-10-0865**

This matter was heard before Louis V. Imundo, Jr., Fact-Finder, in Lancaster, Ohio, on February 14, 1996.

STATE EMPLOYMENT  
RECORDS DIVISION  
FEB 21 10 20 AM '96

## 1.0 INTRODUCTION

### 1.1 Appearing For Management

- Thomas J. Wiencek, Attorney at Law
- Art Wallace, Mayor
- Martha J. Maul, Personnel Manager
- Earl H. Strawn, Service Safety Director
- Thomas F. Chilcote, Chief of Police
- R.C. Schwader, Deputy Chief of Police

### 1.2 Appearing For The Union

- Ross Rader, Staff Representative
- Scott Moyer, Chairman, Lancaster OLC
- Deborah Blodgett, Lancaster OLC
- Jim Schorr, Lancaster OLC
- Michael Westenbarger, Lancaster OLC
- Randy Greenawalt, Lancaster OLC

## 2.0 NATURE OF THE CASE

The following issues were unresolved at the time the Fact-Finder met with the Parties:

- Article 21 - Hours of Work
- Article 22 - Holidays
- Article 23 - Paid Leaves
- Article 26 - Insurances
- Article 27 - Compensation
- Article 29 - Uniform Allowance

law is reaffirmed in Article 7 of the expired agreement. It was Management's position that the Chief has not abused this right, and while a few officers may have been inconvenienced as a result of shift changes, there is no evidence to support any claim that a significant number of employees have been adversely affected by same. It was Management's position that comparable police departments do not limit Management's right of shift assignment. Last, it was Management's position that the shift differential premium adequately compensates officers for the possible inconvenience caused by certain shift schedules.

#### **Fact-Finder's Recommendation**

The Fact-Finder has reviewed the positions of the Parties, and studied the data submitted into the record to support their respective positions. In the Fact-Finder's opinion, while under the law, and Article 7 of the expired agreement, Management has had the unencumbered authority to assign officers to shifts, this authority can be delimited by language agreed to by the Parties, and memorialized in the successor agreement. In the Fact-Finder's opinion, the record contains nothing to show, no less conclusively prove that Management has abused their authority to assign employees to different shifts as the need to do has arisen. The Fact-Finder agrees with Management's position that the purpose of the shift differential is to compensate employees for the hardship of having to work during certain hours of the day.

It is the Fact-Finder's recommendation that the current language be retained, and carried over into the successor agreement.

#### **Article 22 - Holidays**

##### **Union's Position**

It was the Union's position that Martin Luther King Day is a nationally recognized holiday. It is the Union's position that the City provides less holidays than comparable cities in surrounding counties.

##### **Management's Position**

It was Management's position that no other bargaining unit in the City has negotiated for Martin Luther King Day as a designated holiday, and if it were given to the Patrol Officers bargaining unit, it would trigger "me too" bargaining by the other unions, and prove to be prohibitively costly to the City.

### Fact-Finder's Recommendation

In the Fact-Finder's opinion, although the City, with respect to this bargaining unit does lag behind on the number of designated paid holidays, the fact that no other city employees enjoy any more paid holidays than the Patrol Officers cannot be overlooked. In the Fact-Finder's opinion, at this point in time, the City is not in a position to incur the financial cost that would result from granting an additional paid holiday.

It is the Fact-Finder's recommendation that no additional designated paid holiday be included in the successor agreement.

### Article 23 - Paid Leaves

#### Union's Position

It was the Union's position that the number of years necessary to accrue vacation time off from work be in accordance with the following schedule:

<u>Years of Service</u>	<u>Weeks of Vacation</u>
1 year	2 weeks
7 years	3 weeks
14 years	4 weeks
22 years	5 weeks

It was the Union's position that the City lags far behind comparable cities in the region. The Union contended that the average police officer retires after 25 years of service, and granting five weeks vacation after 25 years of service is of no real benefit to them.

#### Management's Position

It was Management's position that the Union's contention that five weeks of vacation after 25 years of service is a perfunctory benefit is without merit because after 20 years of service Patrol Officers can convert some of their accrued sick leave into vacation time off. It was Management's position that the Union's proposal would be prohibitively costly to the City. It was Management's position that no other City employee has any different vacation schedule than that when currently exists for Patrol Officers. It was Management's position that any change in the current vacation accrual schedule would be in invitation to "me too" bargaining by the other unions who represent City employees.

### Fact-Finder's Recommendation

In the Fact-Finder's opinion, while any change in the status quo for this benefit will likely result in the other unions attempting to secure this benefit for their members, such does

not mean that Management will acquiesce to their demands. In the Fact-Finder's opinion, the special demands placed on Patrol Officers, and the stress of their work mandates that they have adequate vacation time off from work. In the Fact-Finder's opinion, the current vacation accrual schedule is inadequate, and should be revised to incorporate the Union's demand.

It is the Fact-Finder's recommendation that the Union's proposal be adopted, and that Article 23, Section A of the successor Agreement read as follow:

**A. Vacation**

Vacations for members of the bargaining unit are hereby established as follows:

1. Members who have been continuously on the City payroll for one (1) year and who have worked at least 1,600 hours during the preceding year, shall be entitled to two (2) weeks vacation with pay during the year following the service anniversary date.
2. Members who have been continuously on the City payroll for seven (7) years and who have worked at least 1,600 hours during the preceding year shall be entitled to three (3) weeks vacation pay, during the year following the service anniversary date.
3. Members with fourteen (14) years' continuous service shall be entitled to four (4) weeks vacation with pay, during the year following the service anniversary date.
4. Members with twenty-two (22) years continuous service shall be entitled to five (5) weeks vacation with pay, during the year following the service anniversary date.
5. Vacations shall be taken during the year in which they become due, unless otherwise authorized by the Service-Safety Director, limited to one (1) week carry over.
6. Vacations shall be scheduled according to the judgment of the supervisor, however, consideration shall be given to special requests.
7. Members who are absent from work, for reasons permitted in this Agreement, shall continue to accrue vacation times as though they were not absent.
8. In cases where a recognized holiday falls within any vacation, no vacation day will be deducted from the accumulated vacation balance for the paid holiday. Any such day may be added to the vacation balance and taken at a later date.
9. The pay for each vacation week will be one half (1/2) of the biweekly pay at the regular rate. A vacation week may begin on any day of the week.
10. The Department will continue current practices relative to vacation scheduling.

11. Patrol officers with twenty (20) years' continuous service shall be entitled to convert forth (40) hours of accrued sick leave to forty (40) hours of vacation with pay. Conversion of sick leave to vacation leave under this paragraph shall be granted upon written request from the date upon which the patrol officer becomes eligible for such conversion.

## Article 26 - Insurances

### Union's Position

It was the Union's position that employees' portion of their medical insurance premium cost be a maximum of \$20.00 per month for a single plan, and \$50.00 per month for a family plan. It was the Union's position that the cost of medical insurance premiums for cities Statewide has decreased by about 3.0 percent for both single and family plan coverage. It was the Union's position that when compared to other comparably sized cities in central Ohio, Lancaster requires Patrol Officers to pay a larger percentage of their medical insurance premium. It was the Union's position that Management's proposal to increase the cost for medical insurance incurred by Patrol Officers is not supported by objective data since premium costs to the City have decreased.

### Management's Position

It was Management's position that under the 125 plan, whereby the City will deduct employees' contributions to their medical insurance cost pretax, while the gross cost to employees for their medical insurance would increase under Management's proposed language, their net cost when compared to 1995, will actually be lower in 1996, and about the same in 1997 under the successor agreement. The net cost to employees would increase in 1998 under Management's proposed language. It was Management's position that all City employees should pay the same for their single or family plan medical insurance.

### Fact-Finder's Recommendation

In the Fact-Finder's opinion, the Union's arguments and supporting data are persuasive, and there is no justification for an increase in medical insurance premium cost for Patrol Officers.

It is the Fact-Finder's recommendation that the Union's proposal be adopted, and that Article 26, Section C(3) Major Medical reads as follows:

Each employee will pay a portion of their medical insurance premium costs as follows:

- a. Family plan - \$50.00 per month maximum

- b. Single plan - \$20.00 per month maximum
- c. The monthly premium deductions in a & b above shall be subject to a 125 Pre-tax plan.

## Article 27 Compensation

### Management's Position

It was Management's position that all of the other City safety force employees have been granted a 4.0 percent wage increase, and any increase in this amount that the Patrol Officers might secure from fact-finding would set a dangerous precedent. It was Management's position that the City Police Department's employees have always been well compensated, and over the past 10 years have averaged essentially a 4.0 percent wage increase per year. In addition, the safety forces have enjoyed modern equipment and work facilities. It was Management's position that Patrol Officers are well paid relative to all other City employees, and the community at large. It was Management's position that when compared with other comparably sized cities in central Ohio, Lancaster's total compensation package for Patrol Officers is quite competitive. In addition, as evidenced by low turnover, and the large number of people who apply for positions when they become available, the City's Police Department is a good place to work. It was Management's position that the 4.0 percent they offered is one percent above the Statewide average raise for all public sector employees. It was Management's position that 4.0 percent for each of the three years of the successor agreement is fair and generous.

### Union's Position

It was the Union's position that Patrol Officers be granted a 4.5 percent wage for each of the three years of the successor agreement. It was the Union's position that the City's Patrol Officers are not competitively paid when their wages are compared to comparable cities in central Ohio.

### Fact-Finder's Recommendation

In the Fact-Finder's opinion, while there is room for improvement in Patrol Officers wages, after reviewing all the information submitted into the record, and in particular the City's current financial condition, and present tax base, the 4.0 percent wage increase for each of the three years of the successor agreement is fair.

It is the Fact-Finder's recommendation that Management's proposed 4.0 percent per year wage increase for each of the three years of the successor agreement be adopted.

## Article 29 - Uniform Allowance

### Union's Position

It was the Union's position that the uniform allowance of \$650.00 per year be increased to \$700.00 in 1996, \$750.00 in 1997, and \$800.00 in 1998. It was the Union's position that Patrol Officers no longer be required to submit receipts for purchased uniforms. The Union also proposed that bargaining unit employees transferring from, or to the Detective Section receive an additional \$350.00 uniform allowance effective upon such transfer.

### Management's Position

It was Management's position that the current uniform allowance of \$650.00 a year be increased to \$700.00 a year for the life of the successor agreement. It was Management's position that the proposed uniform allowance is fair and generous. It was Management's position that the language contained in Section B of the expired agreement be carried over into the successor agreement. Management opposed the Union's proposal that bargaining unit employees transferring from, or to the Detective Section receive an additional \$350.00 effective upon such transfer.

### Fact-Finder's Recommendation

After reviewing the record in entirety, the Fact-Finder believes that Management's offer of \$700.00 a year for each of the three years of the successor agreement is fair and reasonable. In the Fact-Finder's opinion, Section B in the expired agreement should not be carried over into the successor agreement. The Fact-Finder does not believe that the additional \$350.00 for employees transferring to, or from the Detective Section is warranted. The Fact-Finder recommends that the additional language in Article 29 that the Parties had previously tentatively agreed to, be adopted.

February 20, 1996  
Date

Louis V. Imundo, Jr.  
Louis V. Imundo, Jr.  
Fact-Finder