

STATE-EMPLOYMENT
RELATIONS BOARD
ALAN M. WOLK
ARBITRATOR APR 10 10 11 AM '96

STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER BETWEEN

COPLEY TOWNSHIP

EMPLOYER

and

OHIO PATROLMAN'S BENEVOLENT ASSOCIATION

UNION

)
) NO. 95-MED-10-0872
) 0873
) 0893
)
) FACT FINDING
) REPORT AND
) RECOMMENDATION
)
)
)

APPEARANCES

FOR THE UNION:

KEVIN POWERS, ESQ. CLIMACO, CLIMACO, SEMINATORE, LEFKO-
WITZ & GAROFOLI CO. L.P.A.

FOR THE CITY:

ROBERT A. EDWARDS. ESQ. TOWNSHIP ATTORNEY; EDWARD J.
RIEGLER, ESQ.

SUBMISSION

FACT FINDING REGARDING AGREEMENT
WITH OHIO PATROLMAN'S BENEVOLENT ASSOCIATION

The undersigned was selected by the parties through the STATE EMPLOYMENT RELATIONS BOARD to serve as fact-finder pursuant to Ohio Revised Code Section 4117.14(c)(3)(a) and Ohio Administrative Code Rule 4117-9-05(F).

By agreement of the parties, hearings were held (3/8/96) COPLEY TOWNSHIP POLICE STATION, COPLEY, OHIO (SUMMIT, County, Ohio) during which time the parties were afforded a full opportunity to present opening statements; to submit end to cross-examine evidence, as well as to offer exhibits or documents, and to argue the merits of their respective positions as to all issues orally. Management filed a post-hearing brief received 3/25/96, however, the Union elected not to submit a brief. The hearing was thereupon closed.

However, the Township attached documents to its brief that were not subjected to cross examination and the Union objected with a Motion to Strike the Townships Brief. These documents included the OSBA Dispatchers Agreement and the Chief's year end summary.

The hearing was reopened for a post brief telephone hearing. The Township indicated the attachments were in response to a request from the Fact Finder. Even if such a request was made (my hearing notes are unclear on the point), it was not clearly set forth and understood by both parties to be such a request. Any such request by the Fact Finder was improvidently made and is hereby withdrawn.

The Brief is not stricken, however, the objection is otherwise well taken and the attachments are not admitted or given any weight. The hearing was again closed 3/29/96.

All stipulations, all exhibits submitted, and the testimony, affidavits, objections and briefs have been duly received and given such weight as deemed appropriate by the Fact Finder. The parties understood that the Fact Finder's Report would be due fourteen (14) days thereafter i.e. April 12th, 1996.

Pre-Hearing Information [Ohio Adm Code: 4117-9-05(F)]

[NOTE: Both parties submitted preposition statements. The Union's statements was timely received. Management pre-hearing position statement was received late i.e. at the hearing. The Union objected to any Management evidence being heard by the Fact Finder. It was noted that Management had, on 3/5/96, faxed to the Fact Finder a copy of its 2/22/96 proposal. The objection was not frivolous, however, the Union was fully aware of the issues to be decided and the motion was not well taken.]

1. Parties

UNION:

The Ohio Patrolman's Benevolent Association. The principal representative is KEVIN POWERS, ESQ. CLIMACO, CLIMACO, SEMI-NATORE, LEFKOWITZ & GAROFOLI CO. L.P.A., 9th Floor - The Halle Building, 1228 Euclid Avenue, Cleveland, Ohio 44115 (216-621-8484).

EMPLOYER:

COPLEY TOWNSHIP, OHIO, Copley, Ohio; Attention: Robert A. Edwards, Esq. Township Attorney, (phone: 1-330-535-7547); the population is over 11,000 and approaching 12,000 [per Helen J. Humphreys, Township Clerk (1-330-666-0700)].

2. Bargaining Unit

The bargaining unit consists of approximately 10-12 FULL-TIME salaried Patrolmen, 3-4 FULL TIME Police Sergeants and 6-10 PART TIME PATROLMEN.

3. Certification or Recognition date

4/4/84 with a history of collective bargaining since 1970.

4. Current collective bargaining agreement, if any.

1/1/93-12/31/95

5. Description of employer and employee functions

The City is a statutory township organized under Ohio Law.

The employees perform a broad array of customary police services.

6. List dates of meetings

2/22/96 (no other dates reported)

7. Statement of unresolved issues

There were twelve (12) issues in dispute at the start of the hearing.

Criteria Applied

The fact finder, in making recommendations, considers all reliable information relevant to the issues, including, but not limited to:

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) Comparison of unresolved issues related to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (3) The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, 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; and

(6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

Proceedings

This report attempts to identify the gravamen of each dispute and to consider the focus, weight and relevancy of the evidence, the logic of the arguments and the impact on each party. Statutory law has been relied on if applicable where neither position is persuasive.

The parties stipulated that any wage increase awarded would be retroactive to 1/1/96, the beginning date of the new contract.

Statutory Townships lack authority to enact any income tax for funding government activity.

ISSUES IN DISPUTE AND RECOMMENDATIONS

As to Part-time Officers Only

1. Scheduling Work Hours

Union proposes:

Scheduling of Part-time officers should be based on seniority and Management should eliminate inverse order presently practiced. Union opposes Management's goal of balance in making assignments among all part-time officers regardless of seniority.

Township rejects:

Bidding by seniority will result in a hardship to some Part-time patrol due to their limited availability because of their other Full-time employment. This is a Management prerogative necessary to adequately maintain overall staffing and to fill vacancies "as needed." The Chiefs intent is to equalize shifts among Part-time officers as much as possible.

Recommendation

I agree with the Union. The request is reasonable.

The Part-time officers have proposed this change therefore Management's view that it "will result in a hardship to them" is rejected. The was insufficient evidence that selecting by seniority will pose a greater problem than selecting to equalize hours in any other manner.

2. Holiday Premium Pay

Union proposes:

The Union seeks time and a half pay for part-time officers who work Thanksgiving, Christmas and/or New Years' Day. The assert this would be cost saving to the Township.

Township rejects

Part-time are used "as needed," including filling in on these holidays, which is part of the reason they are part-timers.

Recommendation

The Union proposal is rejected. There is insufficient evidence supporting extra pay for Part-time officers for filling in on these holidays.

As to Sergeants Only

3. On-Call Supervisor

Union proposes:

Sergeants on call should be paid a minimum of one hour comp time for each consultation while on call.

Township rejects:

Being on call is not a limitation on Sergeant's activities while off duty. When they do not respond, others are called.

Recommendation:

I agree with Management, however, if a Sergeant logs and/or documents sworn evidence that he accumulated a minimum of one hour or more in off duty time for the Township during any given day he/she shall be compensated at least at his regular rate of pay for the time expended for the Township.

As to Full-time Patrolmen Only

4. Supervisor Pay

Union proposes:

Pay full-time patrolmen for all actual time during which they serve in a supervisory capacity.

Township proposes

Supervisory pay should be paid to full-time patrolmen at their base rate if they serve in a supervisory capacity for one (1) or more hours during any shift.

Recommendation

Management's proposal is approved.

As to Full-time Patrolmen and Sergeants Only

5. Health Insurance

Union proposes

A contribution of ten (10%) percent amounts to a 2% pay cut, however, in the interest of "being reasonable," the Union agrees to contribute towards health care insurance as follows:

\$8/month single \$10/mo family of 2 and \$12/month family of 3 or more.

Township proposes

A contribution of ten (10%) percent of premiums paid by employees without any change in benefits.

Recommendation

The Union proposal is accepted

6. Special Assignments

Union proposes

Special assignments should be voluntary only and apply only to Full-time officers

There is a problem in that there is not enough rotation of shifts and some have had to work three day shifts and two midnight shifts without adequate rest and time for family.

Township rejects

This is a Management prerogative. and the Township could lose control of the department. The "Officer-Investigator Program" is to give all officers and awareness and enhance skills.

Recommendation

Management may make these special assignments generally as it sees fit, but a reasonable scheduling procedure to avoid stacking assignments, whether regular or special, is not solely a Management prerogative, therefore a scheduling process is to be proposed by Management and mutually discussed with the Union, and reviewed thereafter periodically each year.

7. Layoffs are no longer and issue

8. Longevity Pay

The parties agree to the Township's proposal for a longevity pay equivalent of \$35.00 for each year of service.

As to all three units

9. Overtime

Union proposes:

The Union seeks equalize overtime utilization within each classification to the extent possible i.e. Sergeant for Sergeant, Full-time Patrolman for Full-time Patrolman, and Part-time Patrolman for Part-time Patrolman.

Township rejects:

The Township reserves the right to schedule employees as needed regardless of rank and as available. This is a safety issue to the citizens, a cost to the department, and a scheduling problem.

Recommendation

Management position is approved.

10. Shift Differential

Union

The Union seeks additional compensation for officers who work undesirable evening and night hours. The amount sought is \$.25 for the evening shift and \$.50 for the night shift

Township rejects

Recommendation

So long as the shifts are generally rotated so that each officer serves approximately equal amounts of time on each shift over the course of the year, the assignments are Management's prerogative and no extra compensation is supported by the evidence.

11. JEDD TAX Pick-up

Union

The Union seeks to have the Township increase compensation to offset a two (2%) percent income tax imposed by the Joint Economic Development District paid to Akron. The Township has no income tax and it could have excluded Township from the two (2%) percent tax.

Township rejects asserting that it has no control over this cost

Recommendation

Neither party persuaded me to their point of view, therefore, I recommend no change at this time.

12. Wages

Union

The Union proposes compensation increases of 5%-5%-5% or a total of 15% over three years. The Union asserts that Copley would need 5.5% to match its next door neighbor, Fairlawn, and 5 % to match Norton and Bath Townships.

Township

The Township proposes compensation increases of 3%-3%-3% or a total of 9% over three years. It is noted that the 1996 increase of 5% to the Firefighters is part of a three year contract in which police and fire received the same, but fire chose to take the 5% in the last year, while the police "front-loaded" their compensation.

Recommendation

Based on the comparable figures and considering the Townships financial position, I recommend compensation increases of 3.5% in 1996, 3.5% in 1997, and 4% in 1998 or a total of 11% over three years.

Additional item:

The Township agrees to create a Step One entry level Pay Step at \$30,700 for 18 months then Step Two with 18 months between each subsequent step advance.

The Union did not discuss this issue



ALAN M. WOLK
Fact Finder

Issued and mailed
this 8th day of April, 1996.