

STATE EMPLOYMENT RELATIONS BOARD

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CITY OF ENGLEWOOD, OHIO

AND

OHIO PATROLMAN'S BENEVOLENT ASSOCIATION

SERB CASE NO:96-MED-09-0800

Hearing Location: Government Center, 333 West National Road, Englewood, Ohio
Hearing Date: January 7, 1997
Fact-Finding Report: January 14, 1997

City Represented By: Dwight A. Washington,, Attorney, 211 South Main Street, Suite 800, Dayton, Ohio
Other City Participants: Mark Brownfield, Director of Finance
Michael Dickey, Chief of Police
Shirley Lightcap, Personnel Manager

Union Represented By: Joseph M. Hegedus, , Attorney, Clamico, Seminatore, Lefkowitz & Garofoli Co., L.P.A.; 175 South Third Street; Columbus, Ohio
Other Union Participants: Dennis R. Krust, Police Officer
Richard A. Ring, Police Officer

Fact-Finder: Ann C. Wendt, Ph.D., SPHR

STIPULATION 1

The parties stipulated that the instant dispute is properly before the Fact-Finder.

STIPULATION 2

The parties stipulated that all tentative agreements concluded during their negotiations and/or through mediation shall continue if either party rejects the Fact-Finder's Report. The following eleven (11) issues were presented by the parties:

Article VIII	Discipline and Discharge Procedure
Article XVI	Wages
Article XV	Grievance Procedure
Article XV	Arbitration
Article XVII	Vacation Leave
Article XX	Holidays
Article XXIII	Plus Rating
Article XVI	Tuition Reimbursement
Article XXV	Damages
Article XXI	Duration of Agreement
New Article	Work Schedule

The parties also reached tentative agreements on Articles XVIII, XV, XVI, XXVI and XXVIII after making their submissions to the Fact-Finder.

CRITERIA

Pursuant to 4117-9-05(J) State Employment Relations Board, the Findings of Fact and Recommendations presented in this Fact-Finding Report are based on reliable information relevant to the issues before the Fact-Finder.

ISSUE 1a: Article XVI - Wages

Positions:

- Union: A seven percent (7%) increase to each step of the wage scale effective January 1, 1997 and January 1, 1998.
- City: A three percent (3%) increase effective January 1, 1997, January 1, 1998 and January 1, 1999.

Findings of Fact:

1. City Exhibit 1, p.1, reveals that Between 1984 and 1986, bargaining unit employees received five percent (5%) percent wage increases in 1984-1989, four percent (4%) in 1989 and 1990, six percent (6%) in 1991, 1992 and 1993, (this included a phase-in of the 5% pension pick-up which was offered to bargaining unit members earlier when it was received by other City employees) and four percent (4%) in 1994, 1995 and 1996. Others City employee received comparable increases during this period, except in 1991, 1992 and 1996 when their wage increase was five percent (5%) per year. The CPI, during the period 1991 through 1996 ranged from 4.1 percent to 5.5 percent. For 1997, other City employees received a three percent (3%) wage increase effective January 1, 1997.

2. City Exhibit 3 is a Survey conducted by Miami University (1996) among 22 city police wages. City Exhibit 3a, reveals that starting Patrolmen's pays in Englewood ranked twelfth among the 22 jurisdictions. While the top Patrolmen's pay in Englewood ranked fifteenth among the 22 participating cities. Sergeants pay for Englewood ranked twelfth. City Exhibit 3a reveals that the Englewood Police Chief's salary ranked nineteenth among the 22 cities, City Manager ranked eleventh and the Finance Director ranked sixteenth.
3. The City views the following jurisdictions as comparable to the City of Englewood: Springboro, Mason, , Franklin, Tipp City, and Lebanon. This comparability is based on similar population and size of the police departments. Among these jurisdictions, Englewood's starting pay is the highest. It also is the highest at the top of the pay scale. City Exhibit 5 and Union Exhibit J contain the seniority list for the bargaining unit. The most senior employee was hired in 1977 and the majority of the current bargaining unit members have six years or less seniority.
4. The Police Department has been accredited since 1986 , it has been reaccredited twice since its original accreditation. Association Exhibit A and City Exhibit 3a contain the following accredited Police Departments: Piqua, Kettering, Vandalia, Centerville, West Carrollton, Englewood, Trotwood, Lebanon and Springboro.

The differential between the Englewood Patrolmen's and the Sergeants , average among the eleven jurisdictions is 12.85 percent, in Englewood it is 25.24.13 percent (Union Exhibit B, p. 11).

5. Union Exhibit C and D support the City of Englewood's ability to pay. The City is currently in an economic development boom, described as "the best it has ever been." The Union awarded that the City of West Carrollton and City of Trotwood are the most comparable to the City of Englewood. Their assertion was based on the size of these police departments, the work their police officers perform and population. While Trotwood has recently merged with Madison, the Trotwood contract used as a comparison in the instant dispute was negotiated before any tasks of the subsequent merger occurred.
6. Union Exhibit contains a list of ten cities and Englewood what the Union views as having comparable police departments. The criteria used by the Union to identify these cities was not clearly defined in these proceedings. Yet similar population, proximity to Englewood and size of the police department appear to have been included in this process. These cities are: Oakwood, Moraine, Centerville, Huber Heights, West Carrollton, Miamisburg, Beavercreek, Troy, and Trotwood. Among those reporting starting pay, Englewood ranked tenth and it ranked eleventh at the top wage rate.
7. Throughout the 1984-1996 wage history (City Exhibit 1) The Consumer price Index range from 2.5 percent to 3 percent. The projected CPI 1997 is also three percent.

Analysis and Recommendation:

The parties selected comparable cities, appear to have been selected to support their respective positions. The Miami University Survey (City Exhibit 3, p.1) suggests that among cities of a similar population and total number of police department employees, Englewood ranks in the middle. For starting and maximum police officer's pay this also is consistent with the relationship between police officer's pay and salaries of other City management employees. While the instant dispute concerns the police officers, the relationship between the bargaining unit employee's pay and other City employees is relevant in assessing the total wage bill and pay equity among other City employees. Therefore, effective January 1, 1997 and on each successive January 1st, throughout the term of this contract, each step of the base wage scale shall be increased by three percent (3%).

ISSUE 1b - Article XIV - Wages, Longevity

Positions:

Union: Longevity increase of two percent (2%) in the fifth year, four percent (4%) in the tenth year, six percent (6%) in the fifteenth year and eight percent (8%) in the twentieth year of service.

City: Longevity bonus of \$1000 for employees who have exceptional performance ratings in three of the last five years, paid in the twentieth year of service.

Findings of Fact:

1. The Union argues the longevity bonus will encourage employees to remain with the City. The current wage scale does not provide increases after the fifth year. The Union asserts the lack of long-term wage increases contributes to the frequent loss of police officers to other Miami Valley area police departments.
2. The City is philosophically opposed to longevity increases.
3. The comparative cities selected by both parties and the Miami University Survey suggest longevity pay is not widely used among area police departments.
4. The Union asserts that the City's proposal only applies to one police officer and that person would not be eligible since their performance ratings do not meet the specified criteria. (see attache sheet)

Analysis and Recommendation:

Pay systems that are tied to market factors generally contain a maximum number of increase

steps. The fact that an employee's service continues beyond the maximum of the established pay range does not necessarily increase the dollar value of the job in the market. Yet, employee performance that exceeds the expected standard performance for a job adds value to the organization and its stakeholders. **Therefore, the recommendation is effective January 1, 1997 a \$1000 longevity bonus be added in the tenth year, fifteenth year and twentieth year of employment. Bargaining unit employees with exceptional performance ratings in three of the preceding five years shall be awarded the longevity bonus.**

ISSUE 1c: Article XIV - Wages, Shift Differential

Positions:

Union: In addition to base pay, twenty cents (\$.20) per hour for first shift. (begins at 12:00 a.m.) In addition to base pay, thirty cents (\$.30) per hour for third shift. (begins at 4:00 p.m.)

City: No shift differential.

Findings of Fact:

1. Six of the eleven reporting jurisdictions shown on union exhibit A provide shift differentials. Of the accredited police departments, only West Carrollton provides a shift differential.
2. Bargaining Unite employees currently rotate shifts and days-off every three months.
3. The city opposes shift differentials. Yet the record of these proceedings does not provide the reasons for its opposition to shift differentials.

Analysis and Recommendation:

Clearly, a rotating shift with alternating day-off, creates instability for non-work roles and responsibilities. Shift differentials are frequently provided by public and private sector organizations to compensate employees for some of these challenges. **Therefore, the recommendation is a twenty cent (\$.20) per hour shift differential, above base pay, be granted for bargaining unit members working the first shift and a thirty cent (\$.30) per hour shift differential, above the base rate be added for the third shift, effective January 1, 1997.**

ISSUE 2: Article XVII - Vacation

Positions:

Union: Two additional vacation days after 15 years service.

City: No change in the current contract.

Findings of Fact:

1. Among the jurisdictions survey by the Union, the average at 20 years is 20 or more days. At 30 years the average is 24 days per year.
2. Union Exhibit H is a summary compiled by SERB IN 1995 , the survey of 672 collective bargaining contracts, reveals a state-wide average after 20 years of 23 days. In southwestern Ohio, the average after 20 years is 21 days.
3. Trotwood (Union exhibit E, F, p.10) provides 20 days after 15 years. After 20 years 6.154 hours per pay period which equated to approximately 20 day per year.
4. Other Englewood employees currently receive 20 day of vacation after 15 years of service.

Analysis and Recommendations:

While the fact-finder recognizes that bargaining unit employees, have negotiated some benefits that other city employees do not enjoy vacations is an area where employees throughout an organization tend to compare themselves to other employees. **Therefore in the interest of equity, the recommendation is effective January 1, 1997 that bargaining unit employees be granted 20 days of vacation per year after 15 years of service.**

ISSUE 3: Article XX - Holidays

Positions:

Union: One additional personal day, for a total of three per year and Labor Day be added as a premium holiday.

City: One additional personal day, for a total of three personal days per year. No change in the premium holidays.

Findings of Fact:

1. Union Exhibit I shows that all other Englewood employee currently receive three personal

days and ten holidays per year.

2. Trotwood police officers receive eight holidays and five personal days for a total of 13 holidays (Union exhibit E) and West Carrollton employees received 11 holidays and three personal days for a total of 14 holidays. (Union exhibit E)
3. Currently Thanksgiving and Christmas are premium holidays. These holidays are paid at double time and one-half (2-1/2) the regular rate for employees required to work. Labor Day is requested as an additional premium day. These premium days compensate employees who must work and cannot spend the holiday with their families.

Analysis and Recommendations:

There is no disagreement between the parties concern the addition of one personal day, for a total of three personal days. **Therefore, the recommendation, effective January 1, 1997, is to increase the personal days for the bargaining unit by one to a total of three per year.** While the Fact-Finder recognizes the reasoning supporting Thanksgiving and Christmas as premium days, since these are important family holidays. The Record is void of reasoning support the addition of Labor Day as a premium holiday. **Therefore, it is recommended that no change be made in the Contract for premium holidays.**

ISSUE 4: Article XXIII - Plus Rating

Positions:

- Union: An additional \$1.75 per hour, above the base rate, for bargaining unit members who assume acting supervisor positions.
- City: Increase the current rate from \$1.25 per hour to \$1.40 per hour, above the base rate, for bargaining unit members who assume acting supervisor positions.

Findings of Fact:

1. Union Exhibit B, p. 10, Shows that the that the Sergeant's pay scale ranges from \$16.57 per hour to \$20.13 per hour. The current hourly rate for top Patrolman is \$17.03, increasing the plus rate to \$1.75 per hour would bring that rate to \$18.78 per hour, approximately the middle of the current Sergeant's hour pay range. The Union asserted this is a reasonable request since the acting supervisor is doing the job of the Sergeant when the Sergeant is not present.
2. The Union's proposal represents a 40 percent increase over the current rate. The City's proposal represents a 20 percent increase over the current rate.

Analysis and Recommendation:

A three percent (3%) increase effective January 1, 1997, would increase the current hourly rate by \$.5109 per hour, for an adjusted hourly rate of \$17.88 per hour. The Union's proposal would raise the acting rate, assuming a base rate of \$17.55 per hour to \$19.30 per hour, less than one dollar per hour below the maximum Sergeants pay rate. Assuming the same base rate, with the City's proposal, the acting rate would be \$18.95 per hour. It is recognized that Patrolmen who assume acting supervisor responsibilities provide a valuable service to the City and its residents. Yet, there are undoubtedly some responsibilities of the Sergeant's job that would not be performed by an acting supervisor. Furthermore, either proposal puts the plus rate well into Sergeant's pay range. Therefore, the recommendation, effective January 1, 1997, is to increase the plus rating from the current \$1.25 per hour to \$1.40 per hour.

ISSUE 5: Article XXI - Duration of Agreement

Positions:

Union: Two year contract, effective January 1, 1997 through December 31, 1998.

City: Three year contract, effective January 1, 1997 through December 31, 1999.

Findings of Fact:

1. The current contract was a two year agreement.
2. Prior to the current agreement, contracts had been three year agreements.
4. While the City prefers a three year agreement, it is not averse to a two year agreement.

Analysis and Recommendations:

The Fact-Finder recognizes that longer contracts offer greater stability for the parties relationship. Yet, in the instant dispute, there appear to be some issues that the parties should address through their labor-management cooperation efforts. A two year agreement would give the parties an opportunity to address these issues in a less formal setting and make some progress toward resolving them in a mutually acceptable manner during the term of the new contract or during the next negotiations. Therefore, the recommendation is a two year contract effective January 1, 1997 through December 31, 1998.

ISSUE 6: New Article - Work Schedule

Positions:

- Union:** Shifts bid on a yearly bases. Shift assignments would be based on seniority.
- City:** No language in the contract concerning work schedules. However, the Chief of Police is willing to continue discussions with the Union representatives and employees which have already begun.

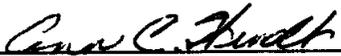
Findings of Fact:

1. Currently shifts are rotated every three months. This rotation results in a change of shift and change of days off. Shifts for the next year are posted in late November or December. With the exception of a Detective and a DARE Officer who may retain the same shift, everyone else rotates. Generally the same shift is not worked during successive quarters. Employees are not asked for input in the scheduling process; and the police officers testified that it is their understanding that trades are strongly discouraged.
2. The Sergeants currently have the same shift for the entire year.
3. It is currently possible for a police officer to work an entire year and never have a weekend off.
4. The City's concerns with a seniority based bid process for work schedule assignments relates to training, mix of coverage with work assignments. Putting this language into the contract removes considerable flexibility and may compromise the services of the Police Department to the community. Yet, the Chief of Police is not averse to pursuing discussions with the Union and the employees concerning alternatives that may be implemented to accommodate the needs of police officers and the responsibility of the Department to the City and its residents. Working on all the shifts is the best way to assure that every officer is exposed to the full range of responsibilities .
5. The City is entirely willing to continue discussions concerning this issue through Labor-Management Cooperation efforts.
6. The Union argues that its proposal is not presented as an attempt to inhibit the City from meeting its obligations to the community. The proposal is presented with the intention that it would include consideration of the City's needs in meeting its obligations for police services and protection to the community.

Analysis and Recommendation:

The Fact-Finder recognizes the costs of a rotating work schedule for employees' family relationships, health and related issues. Yet, the nature of a police officer's job demands coverage 365 days a year. The inclusion of a contract provision ordering work scheduling on an annual basis with seniority as the prevailing factor severely limits the flexibility of the City to determine the appropriate mix of officers on a particular shift. **Therefore, the recommendation is that no language concerning work schedules be added to the contract. Yet, the parties are strongly encouraged to pursue discussions concerning this issue through the Labor-Management Committee Process.**

The Findings of Fact, Analysis and Recommendations prevented above are respectfully submitted to the parties as full settlement of their interest dispute concerning the terms and conditions of their collective bargaining contract. This Report is submitted on the 14th day of January, 1997.



Ann C. Wendt, Ph.D., SPHR
Fact-Finder