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**STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD  
FACT FINDING PROCEEDINGS**

**REPORT & RECOMMENDATIONS  
OF THE FACT FINDER**

**IN THE MATTER OF:**

City of Independence  
(Employer)  
-and-  
Fraternal Order of Police  
Lodge No.67  
(Union)

Case No. 96-MED-09-0833

STATE EMPLOYMENT  
RELATIONS BOARD  
Dec 18 10 42 AM '96

**HEARING:**

As the Result of an Evidential Hearing held on December 13, 1996  
at the City of Independence facility at 6800 Brecksville Road, in Independence, Ohio.

**APPEARANCES:**

*On Behalf of the Union:*

Robert M. Phillips, Esq.  
John F. Walsh III  
Joe Vanecek

Advocate  
FOP Lodge No.67  
FOP Lodge No. 67

*On Behalf of the Employer:*

Joseph F. Lencewicz  
Chris Lencewicz  
Lt. John Nicastro

Labor Relations Representative  
Assist. Labor Relations Representative  
Acting Police Chief

**George W. Van Pelt  
Fact Finder  
1691 Lyndhurst Road  
Lyndhurst, Ohio 44124**

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**BACKGROUND AND  
SUBMISSION**

The City of Independence is a chartered municipality located in the center of Cuyahoga County. It's boundaries encompass approximately 9,7 square miles with a population of 6700 persons. The bargaining in this matter involves the interests of the Patrol Officers. The City position paper indicates that there are 20 and the F.O.P. position indicates there are 23.

In compliance with Ohio Revised Code Section 4117,14 (C) (3), The State Employment Relations Board appointed George W. Van Pelt as fact finder in this matter effective November 29, 1996.

In a good faith attempt to settle the issues unresolved between them, the Parties meet on November 19, 1996 , November 27, 1996 and December 7, 1996. At the December 7, 1996 meeting the parties were able to resolve a number of issues, leaving the following issues on the table unresolved for the fact finding process:

- 1. Holidays Article XXII**
- 2. Sick Leave -Article XXV**
- 3.Longevity Compensation Article XXXVI**
- 4. Compensation Article XXXVII**

Prior to the commencement of the evidentiary hearing, the fact finder offered the parties with the opportunity to mediate the matters in issue. It was determined by the parties that mediation would be useless in this instance.

The fact finder has give consideration to the criteria listed in Rule 4117-0-05(J).

**ISSUE 1-HOLIDAYS- ARTICLE XXII**

The FOP requests they receive premium pay of one and one half their regular rate of pay if they work on New Years Day, July 4<sup>th</sup>, Thanksgiving or Christmas. All of the other provisions of this article are to remain the same.

It is the position of the City that other employee groups do not receive this benefit and therefore it would create it would cause city-wide employee relations problems.

## DISCUSSION

After reviewing the provisions of Article XXII as well as the comparatives submitted by both of the parties, the fact finder, concludes that while some of the other cities do pay premium time, there is no indication that they also give another day off if the employee has to work on the holiday. To grant the request of the FOP would require the payment of 2-1/2 times the regular pay for the time worked, if the additional day off is taken into consideration.

## RECOMMENDATION

It is the recommendation of the fact finder that Article XXII remain as shown in the present contract.

## ISSUE-2- SICK LEAVE (ARTICLE XXV)

The FOP requests that the City amend Article XXV- Section 4 to provide that the City pay in cash at the time of the employees retirement if he has ten or more years of continuous service, one third (1/3) of his accrued and unused sick leave up to a maximum of 960 hours.

The City takes the position that it now pays 19.5% of the employees wages into the Police and Fire Pension Fund.

## DISCUSSION

A review of the language of Article XXV Section 4 clearly indicates that the provision is one of pension benefit rather than actual sick leave pay. It is really quite clear that the intention of the buy back provision is to encourage the employees to keep their sick leave time to a minimum. A review of the provisions of the exhibits showing the provisions found in the surrounding cities appear that a majority have a buyback provision of the requested one third of 960 hours or more. While the Fact finder is aware of the potential problems with differing provisions within the same administration, he must also give consideration to the fact that each unit is bargaining independently. If all units of the municipality must have the same benefits, then there would be no purpose in having separate negotiations.

## RECOMMENDATIONS

It is the fact finders recommendation that the first section of Article XXV Section 4 be changed to read as follows: Employees shall, at the time of retirement from active full time service with the City, and with ten or more years of continuous service with the City, be paid in cash for one-third (1/3) of the employee's accrued but unused sick leave up to a maximum accrual of 960 hours.

All of the balance of section 4 shall remain the same as found in the prior agreement for 1995-1996.

### **ISSUE #3 LONGEVITY COMPENSATION( ARTICLE XXXVI)**

The FOP requests an increase for longevity for all full time members hired on or after July 1, 1984 as follows:

<b>Years</b>	<b>Annual Payment</b>
5-10	\$750
11-15	\$1,250
16-20	\$1,720
21 plus	\$2,250

It is the position of the City that this increase should be denied.

#### **DISCUSSION**

While the fact finder is aware of the desirability of encouraging employees to remain with the same employer for a long period of time, it is his opinion that the longevity benefits are sufficient at the present level if the present wage level is to be taken into consideration.

#### **RECOMMENDATION**

It is the recommendation of the fact finder that Article XXXVI remain unchanged from the 1996 agreement.

### **Issue No. 4 COMPENSATION ( ARTICLE XXXVII)**

The F.O.P. has requested a 4% increase in wages effective January 1, 1997 and 4% increase effective January 1, 1998.

The City has offered a 3 ½ % increase effective January 1, 1997 and a 3 ½ % increase effective January 1, 1998.

#### **DISCUSSION**

A review of the comparable wage rates from adjoining city's indicate that the City of Independence at or near the top. This, however, does not imply that they should not remain in that position. It is therefore the belief of the fact finder that they should be entitled to an increase that exceeds the cost of living. As the present cost of living is now something less than 3%, it is the fact finders opinion that an increase of 3 ½ % at the beginning of 1997 and 3 ½ % at the beginning of 1998 is equitable. The fact finder further finds that this should be effective without regard to any of the other three issues.

## RECOMMENDATION

Article XXXVII-Section 1. Should provide as follows:

Section 1. The following compensation schedule shall be effective for full time patrol officers.

	Jan.11,1997	Hourly Rate	Jan.1,1998	Hourly Rate
Ptl. 1st year	\$ 32,715	\$15.73	\$ 33,860	\$16.28
Ptl. 2 <sup>nd</sup> year	\$ 36,677	\$17.63	\$ 37,961	\$18.25
Ptl. 3 <sup>rd</sup> year	\$ 40,654	\$ 19.55	\$ 42,077	\$ 20.23
Ptl. 4 <sup>th</sup> year	\$ 44,719	\$ 21.50	\$ 46,284	\$ 22.25

Respectfully submitted  
this 14<sup>th</sup> day of December, 1996



George W. Van Pelt, Factfinder