

STATE OF OHIO
F.I.L.

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IN THE MATTER
OF

FACTFINDING

BETWEEN

THE FRATERNAL ORDER OF POLICE/
OHIO LABOR COUNCIL, INC.

AND

THE CITY OF HUBER HEIGHTS, OHIO

Hearing: September 23, 1997
SERB Case Nos.: 97-MED-06-0645
Date of Report: October 8, 1997
Issue: Factfinding

Union Representatives:

Guy Kaufman
FOP/Ohio Labor Council, Inc.
163 Ellington Road
Riverside, Ohio 45431

and

Catherine Brockman
222 East Town Street
Columbus, Ohio 43215

City Representative:

Charles A. King
Clemans, Nelson & Associates, Inc.
8520 E. Kemper Road, Suite 4
Cincinnati, Ohio 45249

REPORT AND RECOMMENDATIONS

Michael Paolucci
Factfinder

Administration

By letter dated July 15, 1997, from the Ohio State Employment Relations Board, the undersigned was informed of his designation to serve as factfinder for the Parties. On September 23, 1997, a hearing went forward in which the Parties presented arguments and documentary evidence in support of positions taken. The record was closed at the end of the hearing on September 23, 1997, and is now ready for a factfinding report.

Factual Background

The City is located northeast of Dayton, Ohio; the Union represents eight (8) employees who comprise all Sergeants and Lieutenants in the city.

Prior to the beginning of the hearing, mediation was inquired into by the factfinder, and several issues were settled prior to a hearing. Four (4) issues were agreed upon as the only remaining issues and they are as follows:

1. Article 9 - Shift Schedules;
2. Article 11 - Overtime (Comp Time);
3. Article 20 - Sick Leave;
4. Article 26 - Duration.

Each issue will be handled below.

Section 4117-9-05 of SERB's administrative rules addresses the issues that a factfinder must consider when making recommendations. That section, in pertinent part, reads as follows:

(K) The fact-finding panel, in making recommendations, shall take into consideration the following factors pursuant to division (C)(4)(e) of section 4117.14 of the Revised Code:

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) Comparison of the unresolved issues relative 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, 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;
- (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. (emphasis added)

The issues will be addressed separately giving consideration to all of the required factors.

I. ARTICLE 9 - SHIFT SCHEDULES

Although the Union wanted to include new language that would mandate certain procedures for filling shift schedules by seniority, a separate side agreement was reached that mandates the City to use such a procedure for two (2) years and then requires its success to be evaluated and negotiated. It is the Parties intent to experiment with the benefit without unduly binding either to the attendant problems that may arise if the benefit is made part of the Agreement. Based on that side Agreement, it is recommended that no change be made to the Collective Bargaining Agreement.

II. ARTICLE 11 - OVERTIME (COMP TIME)

Based on the overtime and Stand-By Pay contained in the Patrol Officers contract, it is recommended that the same language be included in this Agreement. A copy of said language is attached as Exhibit A.

III. ARTICLE 20 - SICK LEAVE

Based on all the evidence, it is recommended that the City's proposal be adopted.

IV. ARTICLE 26 - DURATION

Based on all the evidence, it is recommended that the Union's proposal be adopted, both as to retroactivity and as to the new language proposed.

All other issues not specifically addressed are considered agreed to, including those tentatively agreed to and otherwise. Wages are specifically not addressed since the rank differential, being based on the patrolmen's salary, will remain the same and thus, this unit will receive a 4% wage increase in each year of a three (3) year contract.

October 8, 1997
Cincinnati, Ohio



Michael Paolucci

thirty (30) calendar days indicating the normal work day of every member of the Police Department. Changes may be made in the posted shift schedule by the Chief of Police as may be required to meet the needs of the Police Department. The City agrees to schedule the changing of shifts in such a manner so that an officer will not be required to work two (2) consecutive eight (8) hour shifts.

SECTION 2. The work year for non-investigative personnel covered by this agreement is hereby defined as being two hundred fifty-three (253) days.

ARTICLE 10 TEMPORARY TRANSFERS

SECTION 1. The City shall have the right to temporarily transfer employees within the bargaining unit in respect to their seniority status from one job classification to another to cover the employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absences. The City shall also have the right to temporarily transfer employees from one classification to another within the bargaining unit, irrespective of their seniority status to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period not to exceed sixty (60) days in any calendar year. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which he is temporarily transferred but shall retain his seniority in the permanent classification from which he was transferred. A temporarily transferred employee shall receive the higher classification rate of pay for each hour or part of an hour he performs the function of the higher classification.

SECTION 2. A patrol officer who has been assigned to serve as officer in charge by the Chief of Police or his designate shall receive the difference hourly in the rate of pay from his job classification to that of the first step sergeant for each whole or fraction of an hour which he works as an officer in charge at \$1.25 per hour or the lowest sergeant's pay, whichever is greater.

ARTICLE 11 OVERTIME AND STAND BY PAY

SECTION 1. The City agrees to pay employees for a minimum of four (4) hours at one and one-half (1-1/2) times the employee's rate of pay if the officer is called-out for duty, as determined by a supervisor, at a time other than that for which he/she has been scheduled. In instances where an officer is required to work scheduled overtime, including court time, the City agrees to pay employees for a minimum of three (3) hours at one and one-half times the employee's hourly rate of pay. If the appearance, as

outlined above, overlaps the officer's regularly scheduled duty time, the employee will only be eligible for overtime compensation for that time not on duty. Should an officer volunteer to attend a training session during his scheduled days off, the officer shall not be eligible for any compensation. No additional compensation shall be paid for any travel time. A Departmental vehicle will be provided for officers attending out of town training sessions or if not available, then personnel will be reimbursed in accordance with the City's travel policy.

SECTION 2. In lieu of receiving overtime premium pay, an employee may elect to receive compensatory time off in lieu of the overtime payment. Compensatory time off will be scheduled with the approval of the Chief. Compensatory time off shall be granted on the basis of the overtime rate applicable for each overtime hour actually worked. Compensatory time off may be accumulated to a maximum of ninety (90) hours. An employee shall elect to be paid the overtime premium or receive compensatory time off at the time the overtime hours are actually worked. If the optional use of the compensatory time off herein provided is declared invalid by a court or tribunal of competent jurisdiction, overtime will be paid in accordance with law.

SECTION 3. Employees required to perform stand by functions at the direction of the Chief of Police shall be compensated at a rate of fifteen dollars (\$15.00) a day for each day or part of a day required to perform the stand by duties.

ARTICLE 12 UNIFORMS

SECTION 1. Employees will receive uniforms paid for by the City, and updated within the City's discretion, as described in Appendix A attached hereto.

SECTION 2. Personnel assigned to the investigative section shall receive \$1,000 annually to be paid semi-annually based on a pro-rated basis of service in the investigative section for the preceding six months. The City will provide \$500 of the \$1,000 upon initial assignment as a detective in other than a temporary capacity.

SECTION 3. All employees within the unit shall be responsible for the maintenance and cleaning of all uniforms and uniform accessories described in Appendix A, Sections 1 and 2. Said uniforms and equipment shall be maintained in accordance with Departmental policy. The City will assist officers in collecting reimbursement for uniforms damaged by citizens but in no instance will the City assume liability for such damage. No employee is authorized to wear or use departmental clothing and equipment except in the official performance of their duty. Should the City any time change its uniforms or accessories the City will supply each officer with the changed uniform items.