

STATE EMPLOYMENT
RELATIONS BOARD

APR 23 12 41 PM '98

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In the Matter of Factfinding *
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Between * SERB Case Numbers:
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Fraternal Order of Police * 97-MED-09-0955, 0956
*
and * Before: Harry Graham
*
The City of South Euclid, OH. *
*

Appearances: For Fraternal Order of Police:

Robert M. Phillips
The Phillips Legal Group
55 Public Square
Cleveland, OH. 44113-1904

For The City of South Euclid:

Mark Bloch
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Erievue Tower, 20th Floor
1301 East Ninth St.
Cleveland, OH. 44114

Introduction: This is a proceeding under the auspices of the Ohio State Employment Relations Board. Two mediation/hearing days were had in an effort to reach agreement on the issues dividing the parties. The differences between the Union and the City were somewhat narrowed in the course of those meetings. Agreement was not reached on the terms of a new Contract, hence this report. The background of this proceeding is unusual. The parties had negotiated in the Fall of 1997. They had, in the Union's view of history, reached agreement on the terms of a new Agreement. For whatever

reason, that agreement was not finalized. The parties came back to the table. The Union asserts it had a deal with the City. The City does not agree with that assertion. Hence this proceeding.

Issues: The parties agree on the issues in dispute between them. These issues are:

1. Uniform allowance
2. Holidays
3. Vacation
4. Health Insurance and Life Insurance
5. Wage Increase
6. Firearm Proficiency Pay
7. Sick Leave
8. Longevity and Step Increases

Issue 1, Uniform Allowance

Position of the Union: The Union proposes there be an increase in the Uniform Allowance as follows:

Year 1 =	\$25.00
Year 2 =	\$25.00
Year 3 =	<u>\$50.00</u>
Total	\$100.00

As the Union views the comparison data from a group of nearby communities, its members are somewhat behind them with respect to Uniform Allowance. For instance, Beachwood is at \$1000.00 per year. Cleveland Heights is over \$1200.00 per year. Only Lyndhurst and Mayfield Village have a lower uniform allowance than does South Euclid at \$675.00. Hence, a recommendation in its favor on this issue should be made according to the Union.

Position of the City: The City largely agrees with the Union on this issue. The difference between the parties is in the third year of the Agreement. The City proposes a \$25.00 increase rather than the \$50.00 increase proposed by the Union. Thus, its total proposed increase over the life of the Agreement is \$75.00, not the \$100.00 proposed by the Union.

Discussion: Obviously the difference between the parties is infinitesimal. The proposal of the Union is marginally closer to what other nearby communities are paying in Uniform Allowance than is that of the City. It is recommended.

Issue 2, Holidays

Position of the Union: The Union proposes there be an increase in premium pay for holidays worked. Its proposal is that time and one-half (1 1/2T) be paid for two additional holidays that officers work.

Position of the City: The City proposes one additional holiday be paid at premium pay (1 1/2T) if worked. It sees no reason to do more.

Discussion: As is often the case, the data on this issue is mixed. Support is found for the proposals of both parties. Again, giving weight to comparison factors, the proposal of the City is recommended.

Issue 3, Vacation

Position of the Union: The present vacation schedule in South

Euclid is:

1 year of service = 2 weeks
8 years of service = 3 weeks
15 years of service = 4 weeks
20 years of service = 5 weeks.

The Union proposes that schedule be improved. It seeks three weeks of vacation at 7 years of service and 4 weeks of vacation at 14 years of service. No other changes are proposed. In support of this proposal the Union again offers data from nearby communities. In particular, it urges special weight be given to Mayfield Heights to which it is contiguous. Mayfield Heights provides 3 weeks vacation after 6 years of service and 4 weeks at 13 years of service. When looked at in comparison to Mayfield Heights the present vacation schedule is substandard in the Union's view. Hence, a recommendation should issue on its behalf on this issue.

Position of the City: The City proposes no change in the present vacation schedule. In its view, the schedule is adequate and competitive.

Discussion: On this issue the Union urges comparison be made with Mayfield Heights. In the course of discussion it disclaimed comparison with University Heights, to which it is also contiguous. Of course, that is because the vacation schedule in University Heights is less favorable to employees than that in Mayfield Heights. That observation must be tempered with the fact that the rate of vacation accumulation

in University Heights is more rapid than that in South Euclid as well. It is recommended that police officers in South Euclid secure the third week of vacation at 7 years of service and the fourth week at 14 years of service.

Issue 4. Health Insurance and Life Insurance

Discussion: At the meeting on April 1, 1998 agreement was reached on this issue. The change of carriers from Qual Choice to Medical Mutual and the increase in life insurance coverage to \$20,000 is recommended.

Issue 5: Wage Increase

Discussion: As was the case with the health insurance issue, there is agreement between the parties on the central aspect of this issue. It is recommended that there occur three yearly wage increases of three and one-half percent (3.5%).

There are other aspects to this issue. The Union is seeking a payment of one hour at time and one-half for each shift an officer is assigned as the Field Training Officer. In its opinion, the tasks assigned to the FTO have increased recently. The Union is correct on this issue and its position is recommended. The payment should be recorded as compensatory time.

The Union also proposes an increase in the rank differential of one-half percent (0.5) to be made in the first and third years of the Agreement. The data introduced

by the Union do not support this proposal. There is no widespread pattern of differentials above that in South Euclid. No change is recommended.

Issue 6, Firearm Proficiency Pay

Position of the Union: The Union proposes that proficiency pay be increased \$200.00 yearly over the life of the Agreement for a total increase of \$600.00. This would result in a yearly proficiency pay of \$1000.00 in the last year of the Agreement. As the Union views the comparison data, officers in South Euclid lag behind their counterparts in the area. Particular stress is placed by the Union on University Heights. The proficiency pay in University Heights is \$1000.00 per year. This should prompt an award in its favor the Union urges.

Position of the City: The City seeks no change in this issue. It points out that of all cities in Cuyahoga County, only 8 make any proficiency pay whatsoever. Twenty-three (23) communities make no such pay. The City readily acknowledges that University Heights pays \$1000.00 firearm proficiency pay yearly. It urges that the Union reliance on University Heights be regarded as "cherry picking" or, more charitably, selective use of data. That is, the total compensation for police in South Euclid is above that of police in University Heights. The salary in South Euclid is higher. Police in

University Heights make payment towards health insurance. That is not the case in South Euclid, nor will it be in the forthcoming agreement. The City of South Euclid would be more than willing to make an even trade with the City of University Heights for its agreement with the police. It confidently asserts the police in South Euclid would not wish to make such a deal.

The City also stresses Mayfield Heights which was relied upon by the Union in support of its proposal on vacation. Now, the Union does not want to acknowledge that Mayfield Heights makes no proficiency pay at all. In the opinion of the City there is no support whatsoever in the data to make any increase in proficiency pay.

Discussion: As has been pointed out above, the data on this issue presents a mixed picture. As shown by the Union, University Heights pays \$1000.00 yearly in proficiency pay. The City is correct to point out that when viewed in toto, the University Heights Agreement is less lucrative for police officers than is that in South Euclid. Mayfield Heights makes no proficiency pay at all. When attention is turned to all Cuyahogha County communities that make proficiency pay the data shows that South Euclid is the lowest. That is, it pays the least for this item. There is, however, the fact that South Euclid makes proficiency pay. Its payment is by far the

lowest in the region among communities providing this pay. It is recommended that proficiency pay be increased \$100 in each of the first two years of the Agreement and \$150.00 in the final year.

Issue 7, Sick Leave and Pension Pick-Up

Position of the Union: The Union proposes South Euclid police have the ability to sell back to the City one of three unused sick days. It also points out that Fire Fighters have "pension pick-up." No reason exists for police not to have that feature of their compensation as well in the Union's opinion.

Position of the City: In its pre-hearing position paper at page 14 the City agreed with the Union on the issue of Sick Leave. It will pay at the ratio of 1:3 up to 1,200 hours. During the course of discussions on April 1, 1998 the City expressed the view that if it was picking up pension as it apparently is in the Fire Department it would do so as well for Police Officers.

Discussion: The parties are in agreement on these issues. There should be sick leave buy-back in the ratio of 1:3. The City should also pick-up pension payments for police in the same manner as it does for Fire Fighters.

Issue 8, Longevity and Step Increases

Position of the Union: This is a technical issue relating to

when longevity and step increases are paid. Presently they are paid in the pay period following the anniversary date of employment. This results in a slight delay in such payments occurring. Most significantly, the Union points out that the Fire Department is making longevity and step increases in the manner it proposes occur for Police. Hence, its proposal on this issue should be awarded it urges.

Position of the City: As was the case with sick leave buy-back and pension pick-up the City does not differ with the Union over this issue. As it is doing what the Union proposes be done for Police in the Fire Department it is in agreement with the Union proposal on this issue.

Discussion: No discussion on this issue is necessary. The proposal of the Union, to which the City has agreed, is recommended to the parties.

Summary of Award

Issue 1 Uniform Allowance: Increase uniform allowance \$100.00 over the life of the Agreement.

Issue 2 Holidays: Pay one additional holiday worked at time and one-half (1 1/5T).

Issue 3, Vacation: Provide the third week of vacation at 7 years and the fourth week of vacation at 14 years of service.

Issue 4, Health and Life Insurance: Adopt Medical Mutual health insurance plan. Increase life insurance to \$20,000.

Issue 5, Wage Increase: Provide 3, 3.5% wage increases. Pay the Field Training Officer one hour at time and one-half for each shift on duty as FTO. No increase in rank differential is recommended.

Issue 6, Firearm Proficiency Pay: Increase \$100.00 in each of the first two years of the Agreement. Increase \$150.00 in the last year of the Agreement.

Issues 7 and 8, Sick Leave and Pension Pick-Up, Longevity and Step Increases: Adopt proposal of the Union to which the City has agreed.

Signed and dated this 22nd day of April, 1998 at Solon, OH.



Harry Graham
Factfinder