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STATE EMPLOYMENT
RELATIONS BOARD

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STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In Regard to the Matter of the Fact-Finding Between:

THE CITY OF WILLOWICK)	97-MED-09-0977
)	
-AND-)	97-MED-09-0978
)	
FRATERNAL ORDER OF POLICE)	
LODGE NO. 116)	

Appearances

For The City

Tom Grabarczyck

Labor Relations Manager

For The Union

Robert Phillips, Esq.,

Attorney

BEFORE ALAN MILES RUBEN, FACT-FINDER

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BACKGROUND

The City of Willowick is a charter municipality situated in Lake County. It is primarily a residential community with no significant commercial or industrial enterprises, and no expectation of further economic development. Among other services, it is responsible for the provision of police protection to its approximately 15,300 residents.

The present complement of seventeen (17) Police Officers below the rank of Sergeant in the City's Police Department form a Collective Bargaining Unit exclusively represented by the Fraternal Order of Police, Willowick Lodge No. 116. The Department's five "Command" Officers form a second Bargaining Unit also represented by the same Lodge. The two Units engaged in joint negotiations and entered into a single Contract covering all Officers.

The most recent Collective Bargaining Agreement became effective as of January 1, 1995 for an initial term which expired on December 31, 1997.

Although the parties engaged in numerous bargaining sessions they failed to agree upon the provisions of a successor Contract and declared impasse.

The parties did agree that existing "Side Letters of Understanding" concerning tax deferred pension fund "salary reduction pick-up," "uniform allowance," for "new hires" and uniform maintenance would be incorporated into the new Agreement and that the drafting would be performed by the

City. A fourth Letter relating to "tax withholding" on overtime is now in conflict with Federal Law and is omitted.

The parties further agreed that except for the Articles dealing with the disputed issues set forth below, all of the terms of the expired Contract are to be carried forward and incorporated into the new Agreement, mutatis mutandis.

The parties also agreed that the successor Contract would be for a term of three years and that any first year wage increase would be retroactive to January 1, 1998.

The parties submitted proposals pertaining to Wages (Article 2); Life and Health Insurance (Article 12); Uniform Allowance (Article 17); Mileage Reimbursement (Article 18); Sick Leave Accumulation (Article 19); Vacation Entitlements (Article 22); Holidays (Article 23); Residency Requirements (New Article); Overtime Scheduling (New Article); Longevity Wage Enhancement (New Article); Fire Arm Proficiency Allowance (New Article); Restrictions On Schedule Changes (New Article) and Dispatch Assignments Restrictions (New Article). The Fact-Finder is called upon to make recommendations on them

All other proposals and demands of the parties previously made or submitted have been withdrawn, or been found inappropriate and not recommended by the Fact-Finder.

The undersigned was appointed Fact-Finder by the State Employment Relations Board with effect from December 1, 1997.

At the direction of the parties the undersigned convened mediation sessions on December 4, 1997 and January 13, 1998.

Timely in advance of the first session, the parties provided the Fact-Finder with the statements required by Ohio Revised Code Section 4117.14(C)(3)(a), and Ohio Administrative Code 4117-9-05(F).

The Fact-Finder was unsuccessful in mediating resolution of the contested issues, and, with the consent of the parties, scheduled and held an evidentiary hearing on January 28, 1998.

The Fact-Finder requested the parties to submit additional budgetary and comparative data. The parties complied in a timely and forthright manner.

The parties filed helpful post-hearing briefs. On February 9, 1998, the Fact-Finder declared the Fact-Finding proceeding closed, and the parties extended the time for submission of his report until February 27, 1998.

In making his recommendations on all the unresolved issues the Fact-Finder has been guided by the factors set forth in O.R.C. Section 4117.14(C)(4)(e), and Ohio Administrative Code, Section 4117-9-05(K) namely:

"(a) Past collectively bargained agreements, if any, between the parties;

"(b) Comparison of the unresolved issues relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

"(c) 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;

"(d) The lawful authority of the public employer;

"(e) The stipulations of the parties; and

"(f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment."

COMPARABLE COMMUNITIES

One significant inquiry required to be made by the Fact-Finder is how the proposals of the parties for change in wages, the number of holidays, the length of vacations and other subjects covered by the Contract compare with the counterpart terms and benefits offered by comparable communities.

Both parties submitted lengthy lists of communities deemed comparable. The Fact-Finder observes that, not unexpectedly, the City's nominees tend to include Departments offering terms less favorable than those available in Willowick. In contrast, Departments providing benefits more favorable than those available in Willowick are chosen for inclusion among the Union's candidates.

The choice of representative communities is not easily made.

This Fact-Finder believes that ideally comparable communities ought to be located nearby in the same labor market and county, be of similar territorial size and

population density, draw upon similar resources and tax bases, have a similar mix of commercial, industrial and residential properties with similar need for Police protection, and maintain similarly sized Police Departments.

Unfortunately, developing a list of comparable communities which meet all of these criteria is seldom possible, and the selection process is further complicated because information relevant to disputed issues may not necessarily be available from a community which does meet the criteria.

However, five communities were common to the lists submitted by each party - Eastlake, Mentor, Painesville, Wickliffe and Willoughby, and the Fact-Finder, although not without reservations, accepts these nominees as adequate representatives for purposes of making external comparisons. He urges the parties before the advent of bargaining for another Contract to attempt to develop a more appropriate list utilizing the criteria suggested above.

The relevant information about these five communities are portrayed in the chart appended to this report based on information supplied by the State Employment Relations Board and the parties.

ABILITY TO PAY

The Fact-Finder is also obliged to consider the financial resources of the City and its ability to finance the benefits sought by the Union.

The City acknowledged that it is secure in its financial position, and has the ability to pay the Union's demands if meritorious.

UNRESOLVED ISSUES

1. Wages (Article 11, Sections 11.01, 11.02 and 11.03)

The recently expired Contract provided in Article 11.02 for a four percent increase in total base wages in each of the three years of the Contract and a 10% wage differential between the Patrolman Classification and the Sergeant Classification, and an additional 10% wage differential between the Sergeant Classification and the Lieutenant Classification.

As of December 31, 1997 the schedule of base rates was as follows:

Probationary Patrolman - \$15.91
Patrolman Beginning Third Year - \$18.09
Patrolman Beginning Fifth Year - \$20.54
Patrolman With Ten Or More Years - \$21.51
Sergeant With Ten Or More Years - \$23.66
Lieutenant With Ten Or More Years - \$26.02

THE UNION'S POSITION

The Union proposes to increase base wage rates by 5% in each year of the Contract.

The Union further proposes to reduce to three years the time within which a Patrol Officer would reach the top pay level.

The Union, while recognizing that its present compensation rates are competitive with those of other communities, suggests that in order to maintain its relative

position in light of the expected rate increases in Contracts yet to be negotiated the 5% annual increase is warranted.

The Union further suggests that in comparable communities the top pay for a Patrol Officer is typically reached between the third and fifth year of service in recognition of the fact that the Officer would have by that time achieved a maximum level of efficiency.

THE CITY'S POSITION

The City offers a 3% increase in 1998, a 3.5% increase in 1999 and an additional 3.5% increase effective January 1, 2000. The City opposes a reduction either in the number of steps or the amount of time required to reach the top Patrolman wage rate.

The City does not claim "inability to pay" the compensation increases sought by the Union. Rather, it argues that a prudent concern for the future, and the likelihood that granting the proposal would lead to competitive demands from the rest of the workforce, requires the City to reject the proposal.

It finds the present wage structure appropriate as both recognizing the experience of senior Officers and providing an incentive for Patrol Officers to remain with the Department and contribute to a stable workforce.

FINDINGS AND RECOMMENDATIONS

While Willowick, at it concedes, does not argue "inability to pay" the Union's demands for 5% wage increases, it is concerned about commitments which compounded will continue into the indefinite future. Its resources are finite, but the demands upon them for expenditures to benefit the community are infinite. Realism requires recognition that every dollar spent on the Police Department means one dollar less to be spent for alternative services.

Of the twenty-two members of the Unit, four have more than twenty years service and an additional three have more than ten but less than twenty. One employee has ten years of service, two others have eight years of service.

The remaining eleven employees include one completing his probationary period, three Officers with three years of service, four Officers with five years of service and three Officers with six years of service.

Thus, during the life of the subject Contract one-half the Bargaining Unit members will have ten or more years of service.

The Fact-Finder believes it appropriate in comparing compensation of Police Officers in Willowick with those of other communities to compare the base rate of employees at ten years seniority.

The ten year Patrolman receives the "top rate" of \$21.51, and a base annual compensation of \$44,741.00.

This hourly rate compares favorably with the top rate available in other jurisdictions. It is some \$2,500.00 more

than available in Eastlake and Painesville, some \$300.00 more than paid in Wickliffe, although \$1,000.00 less than that available in Mentor and \$3,600.00 less than that paid by Willoughby.

Contracts covering the years 1998 through the year 2000 for most of these cities have yet to be executed. The Fact-Finder is reduced to speculation as to what wage increases would allow Willowick to keep pace with other communities and at least maintain its relative position. The Fact-Finder notes that the previous Contract increased salaries by 4% each year. With inflation estimated to run at less than 3% for 1998 and 1999, the Fact-Finder believes that the same percentage increases are appropriate for the three years of the 1998 Contract. The Fact-Finder therefore finds appropriate and recommends the adoption of the following amendment to Article 11, Section 11.01:

Article 11. Section 11.01 - Wages

Retroactively effective to January 1, 1998, - increase base wage by four (4%) percent.

Effective January 1, 1999 - increase base wage by four (4%) percent.

Effective January 1, 2000 - increase base wage by four (4%) percent.

* * * *

Neither side has pressed for a change in the differential between the Patrolman Classification and the Sergeant Classification on the one hand, and the Sergeant Classification and the Lieutenant Classification on the other. The Fact-Finder finds appropriate and recommends that the existing ten (10%) percent wage differential at each rank of Command Officers be retained. Accordingly, the Fact-Finder finds appropriate and recommends that Article 11, Section 11.02 be carried forward without change into the successor Contract.

* * * *

Presently, the top rate available to Police Officers is reached in four steps at the completion of ten years of service. Patrolman receive an increase in base wage rates at the beginning of their third year and again at the beginning of their fifth year of service.

Painesville, Willoughby and Wickliffe also utilize four steps in their wage structure, Eastlake moves through five while Mentor incorporates six.

The ten year service interval required to reach the top rate is, as the Union suggests, and the Fact-Finder agrees, overly long, particularly when studies have shown that Officers tend to reach their maximum efficiency after eight years of service. The Fact-Finder therefore finds appropriate and recommends that the top base rate be attained after eight

years of service. Accordingly he recommends that Article 11, Section 11.3 be amended to read as follows:

11.03 The following represents the base hourly rates at each time interval indicated:

	<u>1/1/98</u>	<u>1/1/99</u>	<u>2000</u>
Lt. with 10 or more yrs.	27.06	28.14	29.27
Sgt. with 10 or more yrs.	24.61	25.59	26.61
Pt. with 8 or more yrs.	22.37	23.26	24.19
Pt. beginning 5th yr.	21.36	22.22	23.10
Pt. beginning 3rd yr.	18.81	19.57	20.35
Probationary Patrolman	16.55	17.21	17.90

2. Longevity Pay

The expired Contract did not provide for longevity pay.

THE UNION'S POSITION

The Union proposes an annual accumulative longevity payment of \$100.00 commencing in the fifth year of service up to a maximum of \$2,000.00 per year reached in the twentieth year of service.

This is the system adopted in Eastlake and Wickliffe. Longevity pay is also available in Mentor, but at a reduced level.

THE CITY'S POSITION

The City notes that in 1984 the parties agreed to discontinue longevity pay, and instead roll into the base wage rate the then existing longevity program. This was effectuated by adding an additional wage pay rate step, originally at twelve years and presently at ten years.

Five of the current Bargaining Unit members were employees in 1984 and continue to receive the benefit of the

incorporation of longevity pay into the wage rates, and an additional four employees who have now achieved ten years seniority also benefit from the wage rate. The remaining thirteen employees are not yet eligible for the top rate, but will eventually receive the benefit of that bargain.

FINDINGS AND RECOMMENDATIONS

The current wage rate structure gives effect to longevity by providing increases at the beginning of the third and fifth year and after ten years of service.

The Fact-Finder has already recommended that the time required to achieve the top rate be reduced from ten years to eight years so that an additional nine employees will receive the rate adjustment as they complete eight years of service during the course of the Contract as well as the across-the-board wage increases recommended by the Fact-Finder.

The Willowick Police Officer's compensation is competitive with Departments in other comparable communities, and the Fact-Finder does not believe that reintroduction of a longevity system is warranted in the subject Contract. Accordingly, the Fact-Finder does not find appropriate and does not recommend the Union's proposal for the restoration of a longevity pay program.

However, as the average longevity of the Willowick Patrol Officers increases, it is possible that they will fall behind with respect to total compensation in comparison to Officers in Departments which offer longevity pay which increases incrementally for up to twenty years of service. Maintenance

of pay equity between Officers in Willowick and those other Departments should be re-examined in the negotiations for a Contract whose term is to commence in the year 2001.

3. Uniform Allowance - (Article 17, Section 17.01)

Article 17, Section 17.01 provides:

"17.01 Each regular full-time Bargaining Unit member shall receive a uniform clothing allowance of five hundred ninety-five dollars and no/cents (\$595.00) on July 15th annually."

THE UNION'S POSITION

The Union seeks to increase the annual uniform allowance to \$825.00 in 1998, to \$875.00 in 1999 and to \$900.00 in the year 2000.

THE CITY'S POSITION

The City proposes a one time increase of \$30.00 so that the annual uniform allowance is raised from \$595.00 to \$625.00.

FINDINGS AND RECOMMENDATIONS

A review of the data in comparable communities supports the Union's position that the uniform allowance paid by Willowick is at the lower end of the spectrum. The disparity may grow larger if, as is probable, successor Contracts in those communities enhance their existing uniform allowances.

Making a recommendation on the amount of any increase requires a "judgment call" on the part of the Fact-Finder. Recognizing that the uniform allowance is essentially a form of supplemental compensation which is advantageous to the City

because it is not reflected in the wage rate base nor subject to "roll-ups," the Fact-Finder finds appropriate and recommends that uniform allowance be increased to \$675.00 a year. Accordingly, Article 17, Section 17.01 should be amended to read as follows:

"17.01 Each regular full-time Bargaining Unit member shall receive a uniform clothing allowance of six hundred seventy-five dollars and no/cents (\$675.00) on July 15th annually."

4. Mileage - Article 18, Section 18.01

Article 18, Section 18.01 of the recently expired Contract provides as follows:

"18.01 Whenever it is necessary for the proper conduct of the government, business, affairs or functions of the City, for a Bargaining Unit member to drive his private automobile for such purpose, within or without the City, such Bargaining Unit member shall be reimbursed the expense of such use of his private automobile at the rate of twenty center (\$.20) per mile driven for such purpose, and shall also be reimbursed any parking or toll costs directly related to such use; however, this Article shall not apply to driving between the residence of such Bargaining Unit member and the Police Station. Use of a private automobile must be approved in advance by the Mayor or his designee."

THE UNION'S POSITION

The Union proposes to equate the rate of reimbursement for an Officer's use of his private automobile at whatever level is permitted by the Internal Revenue Service.

THE CITY'S POSITION

The City offers to increase the mileage from the existing \$.20 to \$.25 per mile.

FINDINGS AND RECOMMENDATIONS

The mileage reimbursement allowed as an income tax deduction by the Internal Revenue Service is driven by consideration of presently irrelevant public fiscal policy as much as by any other consideration. The 25% increase over the present rate offered by the City seems adequate in light of foreseeable developments in the cost of gasoline and other items related to automobile operation and maintenance.

Accordingly, the Fact-Finder finds appropriate and recommends that Article 18, Section 18.01 be amended to read as follows:

"18.01 Whenever it is necessary for the proper conduct of the government, business, affairs or functions of the City, for a Bargaining Unit member to drive his private automobile for such purpose, within or without the City, such Bargaining Unit member shall be reimbursed the expense of such use of his private automobile at the rate of twenty-five cents (\$.25) per mile driven for such purpose, and shall also be reimbursed any parking or toll costs directly related to such use; however, this Article shall not apply to driving between the residence of such Bargaining Unit member and the Police Station. Use of a private automobile must be approved in advance by the Mayor or his designee."

5. Health Insurance - Article 12, Section 12.02

Article 12 of the expired Contract provides for continuation of the existing level health insurance benefits without diminution, and requires the City to seek "alternative

methods or bids" in order to reduce costs in the event monthly premiums increase by 20%.

Section 12.02 allocates the City's and the employee's responsibility to pay health insurance premiums as follows:

"12.02 The City shall pay up to and including the following amounts per month towards health insurance:

<u>Contract Year</u>	<u>Family</u>	<u>Single</u>
Effective 4/1/95	\$528.00	\$215.00
Effective 4/1/96	\$548.00	\$220.00
Effective 4/1/97	\$568.00	\$225.00

"Bargaining Unit members with family and single coverages shall pay the monthly excess over the above amounts up to and including the following:

<u>Contract Year</u>	<u>Family</u>	<u>Single</u>
Effective 4/1/95	\$20.00	\$ 8.60
Effective 4/1/96	\$25.00	\$10.75
Effective 4/1/97	\$30.00	\$12.90

"If the monthly premium exceeds the total of the liability of the City and Bargaining Unit members as stated above, the City shall pay seventy percent (70%) of the excess and the Bargaining Unit members holding family and single coverages shall pay thirty percent (30%) of excess."

THE UNION'S POSITION

The Union proposes to increase the City's contributions as follows:

<u>Contract Year</u>	<u>Family</u>	<u>Single</u>
Effective 1998	\$600.00	\$250.00
Effective 1999	\$640.00	\$280.00
Effective 2000	\$680.00	\$310.00

THE CITY'S POSITION

The City proposes to increase the amount of its contributions towards family coverage, but not single coverage

effective on April 1st in each of the three succeeding years of the Contract. However, it also proposes to increase the contributions of bargaining unit members towards any excess of premiums over the amounts contributed by the City.

Its proposal is set forth below:

<u>Contract Year</u>	<u>Family</u>	<u>Single</u>
Effective 4/1/98	\$593.00	\$225.00
Effective 4/1/99	\$618.00	\$225.00
Effective 2000	\$643.00	\$225.00

"Bargaining Unit members with family coverages shall pay the monthly excess over the above amounts up to and including the following:

<u>Contract Year</u>	<u>Family</u>	<u>Single</u>
Effective 4/1/98	\$36.25	\$12.90
Effective 4/1/99	\$41.25	\$12.90
Effective 2000	\$46.25	\$12.90

"If the monthly premium exceeds the total of the liability of the City and Bargaining Unit members as stated above, the City shall pay seventy percent (70%) of the excess and the Bargaining Unit members holding family and single coverages shall pay thirty percent (30%) of the excess"

FINDINGS AND RECOMMENDATIONS

The Employer's proposal mirrors the health insurance provisions negotiated with Service Department employees and included in the tentative agreement reached with the Clerical Unit.

The Fact-Finder believes that uniformity in the treatment of employee health insurance premium obligations is desirable. Not only does uniformity tend to decrease the administrative costs associated with a operating health insurance program, but also it tends to minimize over-utilization of benefits by

groups of employees who pay less for health insurance than others. Since health insurance rates are driven by the experience of the workforce as a whole, differentials in employee responsibility for payment tend to result in those employees whose utilization is less subsidizing those whose utilization is greater.

Accordingly, the Fact-Finder finds appropriate and recommends the adoption of the City's proposal. He proposes that Article 12, Section 12.02 be amended to incorporate the City's proposal as set forth above.

6. Life Insurance

The present Contract does not provide for life insurance coverage. But the Fact-Finder is told that the City presently offers \$10,000.00 of life insurance on Bargaining Unit Members.

THE UNION'S POSITION

The Union proposes that the City purchase \$40,000.00 of term life insurance for each member of the bargaining unit.

THE CITY'S POSITION

The City opposes any increase in the amount of life insurance.

FINDINGS AND RECOMMENDATIONS

Life insurance coverage is provided in the Contracts of all of the comparable communities.

The premium cost to provide any increase in life insurance protection for Willowick's relatively young Police Department Bargaining Unit is relatively small. The Fact-

Finder finds appropriate and recommends that the City increase the amount of term life insurance purchased for Bargaining Unit members from \$10,000.00 to \$20,000.00. Accordingly he recommends that a new Section 12.05 be added to Article 12 as follows:

"12.05 The City shall obtain term life insurance for each employee in the amount of \$20,000.00. The insurance shall become effective thirty days after the ratification or adoption by the parties of this agreement or the effective date of any conciliation award, or as soon thereafter as practical."

7. Sick Leave - Article 19, Section 19.01

Article 19, Section 19.01, paragraphs 3 and 6 (A) provide as follows:

"3. Unused sick leave may be accumulated for a total of one hundred fifty (150) work days, provided that additional sick leave may, in individual cases, upon recommendation by the Mayor and approval by Council, be granted for not more than an additional ninety (90) working days."

....

"6. Upon the retirement, death or injury resulting in total and permanent disability to perform the work for the City for which such Bargaining Unit member was employed, there shall be paid an amount representing any previously accumulated sick leave at such Bargaining Unit member current rate of compensation as follows:

"A. Payment shall be for a maximum of one hundred twenty (120) days of accumulated, unused sick leave upon retirement, to any Bargaining Unit member.

...."

THE UNION'S POSITION

The Union proposes to permit unlimited accumulation of earned but unused sick leave.

THE CITY'S POSITION

The City proposes to add a new sub-section as follows:

"19.01(2)(a) The Employer may require certification of medical attention when the occurrences of sick leave use exceeds four (4) in a rotating year.

"Employees shall not be paid in cases either by virtue of a demonstrated pattern or on an individual basis if sick leave is abused. Abuse of sick leave may result in disciplinary action which may include dismissal."

The City is willing to permit unlimited accumulation of sick leave but, in exchange, it proposes that the cash out of accumulated, unused sick leave upon retirement, death or permanent disability be limited to sick leave accumulated only during service in Willowick.

FINDINGS AND RECOMMENDATIONS

Elimination of the current "cap" of one hundred fifty days on accumulation of sick leave imposes no additional cost upon the City, since it is not accompanied by any increase in the City's "buy back" obligation.

While there is a possibility that a large accumulation of unused sick leave may tempt an employee into misusing the entitlement for absences occasioned by reasons other than illness or injury, the problem can be remedied by adoption of the City's proposal to require certification of medical

attention when an employee absences exceed "four occurrences" in a year.

Accordingly, the Fact-Finder finds appropriate and recommends the amendment of Article 19, Section 19.01 paragraphs 3, 4, 6, 7, 8 and 9 to read as follows:

"19.01

....

"3. Unused sick leave may be accumulated without limit.

....

"Add to 19.01 - 4 2nd Paragraph

"The Employer may require certification of medical attention when the occurrences of sick leave use exceeds four (4) in a rotating year.

....

"6. Upon the retirement, death or injury resulting in total and permanent disability to perform the work for the City for which such Bargaining Unit member was employed, there shall be paid an amount representing any previously accumulated sick leave earned while in the employ of the City of Willowick at such Bargaining Unit member current rate of compensation as follows:

....

"7. An employee of any public agency or state or federally funded program who is hired by the City of Willowick shall be credited with the unused balance of his accumulated sick leave with such public agency. Provided that no cash out provision was exercised and that such balance is evidenced to the satisfaction of the Mayor by an appropriate certificate or letter from the appropriate official of such public agency.

"8. Any Bargaining Unit members of the City employed prior to 1/1/98 shall be entitled to any accumulation of sick leave presently credited to them in accordance with the provisions of any prior ordinance of the City from which accumulation there shall be deducted any sick leave actually taken by such Bargaining Unit member.

"9. Sick leave transfer credited from any public agency or program shall not be added to the total sick leave earned as a City of Willowick employee for purposes of any type of cash out. Transferred sick leave may only be used as sick leave after exhausting sick leave accrued with the City of Willowick."

The Fact-Finder does not find appropriate and does not recommend adoption of the City's proposal to impose disciplinary action whenever in its opinion there has been an abuse of sick leave. That issue is better treated in a thoughtfully considered and structured attendance policy. The City, of course, retains the general right to discipline "for just cause."

8. Vacation - Article 22, Section 22.01

Article 22, Section 22.01, paragraph A presently reads as follows:

"22.01 Annual vacation

"A. Each regular full-time Bargaining Unit member shall receive a vacation based upon the following schedule of years of service with pay:

<u>Years of Service</u>	<u>Vacation In Weeks</u>
1 or more but less than 5	2 weeks
5 or more but less than 10	3 weeks
10 or more but less than 20	4 weeks
20 or more	5 weeks

....."

THE UNION'S POSITION

The Union seeks to reduce the time required to be entitled to five weeks vacation from twenty years of service to sixteen years and obtained one additional day of vacation for each year of service after twenty years.

THE CITY'S POSITION

The City opposes any increase in vacation scheduling.

FINDINGS AND RECOMMENDATIONS

Review of vacation entitlements in comparable communities suggests that it is standard to offer five weeks of vacation after fifteen or sixteen years of service and therefore finds merit in the Union's proposal to lower the service requirement to obtain the five weeks of vacation from twenty years to sixteen. However, the Fact-Finder does not endorse the Union's proposal to increase the vacation entitlements beyond the five weeks for those veterans having more than twenty years of service. During the life of the Contract only five members of the bargaining unit would qualify for the additional days, and the evidentiary record does not persuade the Fact-Finder that job stress or other reasons militate in favor of providing more than five weeks of vacation.

Accordingly, the Fact-Finder finds appropriate and recommends Article 22, Section 20.01, paragraph A be amended to read as follows:

"22.01 Annual vacation

"A. Each regular full-time Bargaining Unit member shall receive a vacation based upon

the following schedule of years of service with pay:

<u>Years of Service</u>	<u>Vacation In Weeks</u>
1 or more but less than 5	2 weeks
5 or more but less than 10	3 weeks
10 or more but less than 16	4 weeks
16 or more	5 weeks

...."

9. Holidays - Article 23

Article 23 presently provides:

"23.01 Time Off For Holidays

"A. Each full-time Bargaining Unit member shall receive credit for eleven (11) legal holidays in each calendar year after being on the force for thirty (30) days, provided that any member who is employed during less than any full calendar year shall receive credit for two and three-quarters holidays for each full calendar quarter during which he is employed. These holidays may be taken in accordance with the vacation time covered in Article 22.

"B. Each full-time Bargaining Unit member shall receive two (2) personal days in each calendar year, to be taken with the advance approval of the Chief of Police and when the work shift is at sufficient strength so the City will not be required to have another employee work for the employee requesting the day off."

THE UNION'S POSITION

The Union would increase the number of holidays to twelve by adding an employee's birthday as a day-off. It would also increase the number of personal days to four. It would require that employees scheduled to work on any holiday receive one and one-half times the Officer's regularly hourly wage rate. Further, if an employee is called-in on a Holiday to substitute for an absent scheduled Officer, the employee would receive twice his regularly hourly rate of pay.

THE CITY'S POSITION

The City opposes any change in the number of holidays or the offering of premium pay for employees who are scheduled to work on a holiday or who are called upon to substitute for an absent employee who had been scheduled to work the holiday.

FINDINGS AND RECOMMENDATIONS

The eleven holidays and two personal days benefit currently provided by the City is equal or superior to that offered in all but one of the comparable communities. The Fact-Finder sees no reason to increase the number.

However, the majority of these communities provide premium pay - time and one-half the regular straight time rate - for work performed on at least some of the holidays.

Among the holidays, Christmas day certainly holds special significance because it is perhaps the one day in the year where families traditionally get together. The Fact-Finder therefore believes that employees scheduled to work on Christmas Day ought to receive extra compensation because of the special hardship occasioned by loss of the opportunity to be with their families.

Accordingly, the Fact-Finder finds appropriate and recommends that Article 16, Section 16.01, paragraph 1 be amended to read as follows:

"16.01 Overtime Compensation

"1. All Bargaining Unit members who work more than forty (40) hours during any normal work week shall be compensated for such time in excess of forty (40) hours at a rate

which is one and one-half (1-1/2) times the regular hourly rate of compensation.

"All Bargaining Unit members who work on Christmas Day shall be compensated for such time at a rate which is one and one-half (1-1/2) times the regular hourly rate of compensation.

....."

10. Residency Requirements; Changes To Scheduled Days-Off; Assignments To Dispatch Duties; And Overtime Scheduling.

The Contract does not contain provisions requiring residency in or near the City. The matter is controlled by a City Ordinance.

Nor, does the Contract speak to the City's right to cancel scheduled days-off or to assign Officers to the Dispatch Desk. Finally, the Contract does not provide a procedure for overtime scheduling.

THE UNION'S POSITION

The Union seeks to extend the area within which Officers may be required to maintain their domicile. It further proposes to prohibit cancelling scheduled days-off within seventy-two hours of the day-off unless an emergency requires. And, it objects to assigning Officers to perform Dispatch duties. The Union also seeks to require the City to equalize overtime.

THE CITY'S POSITION

The City opposes any Contractual provision dealing with its residency requirements, its right to change the schedules of Police Officers, including cancelling previously scheduled days-off, or to assign Officers to Dispatch duties. It argues

that all of these matters are within the realm of exclusive managerial rights, and as to them it has no duty to bargain.

FINDINGS AND RECOMMENDATIONS

The Fact-Finder agrees with the City that the Union's proposals are not mandatory subjects of bargaining, and does not find the substance of these proposals to have merit.

On the other hand, the Fact-Finder does find appropriate that the matter of overtime scheduling should be addressed by the parties in order to provide a systematic and fair method of allocating overtime opportunities. To this end the Fact-Finder recommends that the issue of overtime scheduling be referred to a joint Management-Union Committee for the purpose of developing recommendations for an appropriate overtime scheduling system.

11. Firearm Proficiency

The present Contract does not provide additional compensation when Officers successfully complete their State mandated firearms proficiency requirement.

THE UNION'S POSITION

The Union proposes a \$1,000.00 per year payment upon each Officer's successful completion of the State mandated minimum requirements for proficiency in the use of firearms.

THE CITY'S POSITION

The City opposes any additional payment on account of firearm proficiency.

FINDINGS AND RECOMMENDATIONS

Officers as part of their regular duties carry firearms and are trained in their use. They are required to meet annually the State minimum firearm proficiency requirements.

The Fact-Finder finds no compelling reason for the additional payment.

* * * *

During the course of mediation the parties abandoned several of their initial proposals, and they have not been considered by the Fact-Finder. He declares that all proposals of the parties not referred to in this Report are not found to be appropriate nor are they recommended.

This Fact-Finder Report signed, dated and issued at Cleveland, Ohio this 27th day of February, 1998.

Respectfully submitted,


Alan Miles Ruben
Fact-Finder

AMR:ljb

<u>City</u>	<u>Population</u>	<u>No. Of Patrol And Command Officers</u>	<u>Patrol Officer Top Rate Base Salary As Of 12/31/97</u>	<u>Steps To Top Rate</u>	<u>Longevity Payments At 10 Yrs.</u>
Willowick	15,269	22	\$44,740.00	4	\$0
Eastlake	21,161	27	\$42,244.00	5	\$1,000.00
Mentor	47,358	60	\$47,398.00	6	\$ 700.00
Painesville	15,699	29	\$42,175.00	4	\$1,000.00
Wickliffe	14,558	28	\$44,408.00	4	\$1,000.00
Willoughby	20,510	35	\$48,339.00	4	\$0

<u>City</u>	<u>Uniform Allowance</u>	<u>Annual Wage Increase Percentage</u>		<u>No. Of Holidays And Personal Days</u>	<u>Vacation Days At 10 Yrs.</u>
		<u>1998</u>	<u>1999 2000</u>		
Willowick	\$595.00	-	-	13	20
Eastlake	\$675.00	-	-	12	20
Mentor	\$875.00	3.5	-	13	20
Painesville	\$750.00	4.5	-	10	15
Wickliffe	\$650.00	-	-	13	20
Willoughby	\$825.00	-	-	13	20

Monthly Health Insurance Contribution Paid By Employee

Sick Leave

<u>City</u>	<u>Days Per Year</u>	<u>Maximum Accumulation</u>	<u>Cash Out Amount</u>	<u>Single</u>	<u>Family</u>	<u>Life Insurance</u>
Willowick	15	150	120	\$ 9.00	\$20.00	\$10,000.00
Eastlake	15	Unlimited	*	\$ 0.00	\$ 0.00	\$25,000.00
Mentor	15	Unlimited	*	\$15.00	\$25.00	\$ 40,000.00
Painesville	15	Unlimited	*	\$10.00	\$25.00	\$ -
Wickliffe	15	Unlimited	*	\$25.00	\$50.00	\$25,000.00
Willoughby	15	Unlimited	*	\$11.00	\$21.00	\$35,000.00

- * (Eastlake) - 120 at 50% Balance at 15%
- * (Mentor) - 1/3 Up To Maximum of 210
- * (Painesville) - 10-40 10 Days at 10 years service 10 additional days for each additional 5 years service cash out rate 25% - 75%
- * (Wickliffe) - 110 days Maximum paid at 1/2 rate to maximum of 110 days after 6 years service
- * (Willoughby) - 120 days Paid at percentage rate depending on years of service.