

IN THE MATTER

OF

FACTFINDING

BETWEEN

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

AND

THE CITY OF LOVELAND, OHIO

Hearing: June 24, 1998  
SERB Case No.: 97-MED-12-1269  
Date of Report: July 2, 1998  
Issue: Factfinding

Union Representative:

Frank T. Lambros  
FOP/Ohio Labor Council, Inc.  
548 Gennie Lane  
Cincinnati, Ohio 45244

City Representative:

Mark Fitzgerald  
City of Loveland  
120 East Loveland Avenue  
Loveland, Ohio 45140

REPORT AND RECOMMENDATIONS

Michael Paolucci  
Factfinder

### Administration

By letter dated February 27, 1998, from the Ohio State Employment Relations Board, hereinafter "SERB," the undersigned was informed of his designation to serve as factfinder for the Parties. On June 24, 1998, 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 and is now ready for a factfinding report.

### Factual Background

The City is located northeast of Cincinnati, Ohio, just outside the I-275 freeway; the Union represents the Lieutenants, Sergeants and Patrol Officers in the city, nineteen (19) employees in all.

Prior to the beginning of the hearing, mediation was inquired into by the factfinder. Some mediation was engaged in, but a short hearing was necessary where four (4) issues were presented.

The Articles presented at the hearing are as follows:

1. Article 17 - Wages (percentage increase);
2. Article 18 - Insurance and Longevity;
3. Article 17 - Wages (Shift Differential);
4. Article 17 - Wages (Police Fire Disability Fund - Pension Pick-up).

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.

## **ARTICLE 17 - WAGES (PERCENTAGE INCREASE)**

### **RECOMMENDATION**

Based on both Parties positions, and considering all of the statutorily required factors, it is recommended that the wage increase be as follows:

4% for each year of the first two (2) years of a three (3) year Agreement;

3% at the beginning of the third (3<sup>rd</sup>) year of a three (3) year Agreement;

Language that allows the issue of wages to be re-opened no earlier than October 1, 2000.

## **ARTICLE 18 - INSURANCE AND LONGEVITY**

### **RECOMMENDATION**

Based on both Parties positions, and considering all of the statutorily required factors, it is recommended that the current language on longevity be maintained without any modifications.

## **ARTICLE 17 - WAGES (SHIFT DIFFERENTIAL)**

### **CITY POSITION**

The City has switched from a fixed rotation schedule to a rotating shift. Thus, every employee has the opportunity to work good shifts from time to time and the need for a differential is no longer necessary. For this reason, the City believes that the shift differential should be phased out with the second shift differential being discontinued immediately and the third shift being eliminated on April 1, 2000.

### **UNION POSITION**

Following mediation, the Union changed its position to one where the shift differential would remain unchanged for this Agreement, but would come with an expiration date of October 1, 2000. It argued that the differential should immediately expire on that date and that it could only be included in a subsequent Agreement if the Union could successfully negotiate its inclusion.

### **RECOMMENDATION**

A review of the record shows that elimination of the shift differential is supported by the external comparables. No other comparable police unit has such a differential. However, immediate elimination is too drastic an act. Thus, the City's phase out offer has merit. However, it is too quick and the recommendation must be that the phase out occur over the life of the Agreement as follows:

April 1, 1998 through March 31, 1999 — No change;

April 1, 1999 through March 31, 2000 — Second Shift differential is eliminated;

April 1, 2000 through March 31, 2001 — All shift differentials are eliminated.

## **ARTICLE 17 - WAGES (POLICE FIRE DISABILITY FUND - PENSION PICK-UP)**

### **UNION POSITION**

The Union argues that since all other City employees receive this benefit, then it also should. It asserts that the benefit is given by the City through an administrative modification to the paycheck. Since the act is simple and costs the City nothing, and since all other employees receive the benefit, it asks that it be given the same benefit.

### **CITY POSITION**

While the City agrees that all other employees receive this benefit, it contends that they did so by agreeing to a reduced wage. Since the Union is not agreeing to less wages, then it has not made the same exchange as the remaining employees. For these reasons, the City asks that the benefit not be made effective until April 1, 2000.

### **RECOMMENDATION**

Since the benefit is simply a matter of changing the way wages are administered, then there is no good reason why the benefit should not be given immediately. Indeed, this internal comparable is overwhelming. However, the City should not have to go back to April 1, 1998, and re-calculate how these employees wages should have been paid. Therefore, it is recommended that this benefit be given to this unit on the paycheck immediately following the signing of a new Agreement.

July 2, 1998  
Cincinnati, Ohio



Michael Paolucci