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IN THE MATTER
OF
FACTFINDING
BETWEEN
THE CITY OF CIRCLEVILLE, OHIO
AND
OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

Hearing: March 2, 1999
SERB Case Nos.: 98-MED-10-0915; 0916; & 0917
Date of Report: March 15, 1999
Issue: Factfinding

Union Representative:

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REPORT AND RECOMMENDATIONS

Michael Paolucci
Factfinder

Administration

By letter dated December 1, 1998, from the Ohio State Employment Relations Board, the undersigned was informed of his designation to serve as factfinder for the Parties. On March 2, 1999, 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 March 2, 1999, and is now ready for a factfinding report.

Factual Background

The City is located southeast of Columbus, Ohio; the Union represents the Sergeants, Lieutenants, and Full-time Patrol Officers and Dispatchers in the city. Prior to the beginning of the hearing, mediation was inquired into by the factfinder, but upon advice of both Parties, it was determined that such efforts would not be worthwhile. The issues were thus submitted and are as follows:

1. Article 15 - Sick Leave;
2. Article 21 - Overtime Pay, Call-in Pay, Out of Classification Pay and Compensatory Time;
3. Article 25 - Medical Insurance;
4. Article 26 - Longevity;
5. Article 28 - Wages;
6. Article 28 - Retroactivity and all other issues.

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.

1. ARTICLE 15 - SICK LEAVE

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The Union proposed changing the payout of sick leave benefits to those employees retiring after twenty (20) or more years of seniority from the current thirty percent (30%) to thirty five percent (35%). Employees retiring with less than twenty (20) years of service would receive a payout of twenty five percent (25%). Other similar modifications to the language were also

proposed.

The City asks that the *status quo* be maintained.

The Union proposal is recommended. The external comparables support a finding that the Union's proposal should be adopted.

2. ARTICLE 21 - OVERTIME PAY, CALL-IN PAY,

OUT OF CLASSIFICATION PAY AND COMPENSATORY TIME

REPORT AND RECOMMENDATIONS

The Union proposes several modifications of the Article, most important being an increase in the Officer in Charge pay, hereinafter "OIC."

The City asks that the *status quo* be maintained.

The Union proposal is recommended for the OIC pay only. The remainder of the Article should remain the same with the exception of the items previously agreed to by the Parties. These items should be modified as agreed to.

3. ARTICLE 25 - MEDICAL INSURANCE

REPORT AND RECOMMENDATIONS

The Union proposes modifications in the percentage of payment for the medical insurance. The share requested is 100% for single plans and 90% for family plans. It argues that certain other employees only pay 10% of their share of a family plan.

The City proposes that the Union employees receive the same benefit as other employees, namely 100% for a single plan and 80% for a family and double plans.

It is recommended that the City pay 100% of the cost of health insurance for employees on the single plan and 80% of the cost of health insurance for employees on the Family or Double Plans. This would necessitate those employees on the Double or Family Plans paying 20% of the cost of health insurance.

This recommendation is based on the benefits as contained in the collective bargaining agreement between the City and the fire department bargaining unit employees. The employees that the Union argues only pay 10% are not only not bargaining unit employees, but are heads of different City departments. As such, it is not proper to compare them with this bargaining unit. In fact, the most valid internal comparable are other similarly situated employees, namely the fire employees, who only receive an 80% payment. Based on the majority of other employees having to pay 20%, it is recommended that these Union members pay a similar amount.

4. ARTICLE 26 - LONGEVITY

REPORT AND RECOMMENDATIONS

The Union proposes increasing the Longevity benefit from twenty five dollars (\$ 25.00) per year of service to fifty dollars (\$ 50.00).

The City opposes the modification and instead proposes the *status quo*. It argues that the amount will be too costly.

It is recommended that the Union's proposal be adopted. The external comparables show that longevity pay is in most of the other jurisdictions and that the amount proposed by the Union is in line with the other comparables. Therefore, it is recommended that the increase in longevity pay be made.

5.

ARTICLE 28 - WAGES

REPORT AND RECOMMENDATIONS

The Union proposes a 6%, 5%, and 4% wage increase in each year of three year contract. In addition it proposes making the current policy of the City of paying a rank differential part of the Agreement. While it is not currently mandated, the City has been paying it and the Union wants to preserve the benefit.

The City proposes a 4%, 3%, and 3% wage increase in each year of three year contract. In addition, the City opposes including its practice as part of the current agreement.

It is recommended that the wage increase be 4%, 4%, and 4% in each year of three year contract. This recommendation is best supported by the other bargaining units within the City who agreed to this amount.

In addition, it is recommended that the language as proposed by the Union should not be included -- this applies specifically to the shift differential as proposed by the Union. However, it is recommended that effective January 1, 2001 language should be included that would lock in the rank differential at the rate in place on that date.

6. **ARTICLE 28 - RETROACTIVITY, AND ALL OTHER ISSUES**

REPORT AND RECOMMENDATIONS

It is recommended that the wage increase and all other benefits be made retroactive to the end of the expired contract. In addition, it is recommended that all other language not commented on be kept without change. This includes the issue on shift preference and all other issues where the Parties have reached a tentative agreement.

March 15, 1999
Cincinnati, Ohio



Michael Paolucci