

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
FACT FINDING PROCEEDINGS

STATE EMPLOYMENT
RELATIONS BOARD

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REPORT & RECOMMENDATIONS
OF THE FACT FINDER

AS ISSUED
December 22, 1998

IN THE MATTER OF:

City of Brook Park
(Employer)
-and-
Ohio Patrolmen's Benevolent Association
(Union)

SERB Case No. 98-MED-08-0729
(Sergeants & Lieutenants)

HEARING:

As the result of an evidentiary session held on December 14, 1998
at the Brook Park Recreation Center in Brook Park, Ohio.

APPEARANCES:

On Behalf of the Union:

Lou D'Amico	Attorney
Timothy J. Hall	Lieutenant
Gregory V. Ditlevson	Lieutenant
Kevin R. McQuaid	Lieutenant
James Foster	Sergeant

On Behalf of the Employer:

Marc J. Bloch	Attorney
Eileen McNamara	Commissioner of Human Resources

GREGORY JAMES VAN PELT
LABOR ARBITRATION
MEDIATION & DISPUTE RESOLUTION

1691 LYNDHURST ROAD
LYNDHURST, OHIO 44124

SUBMISSION

The City of Brook Park and the OPBA have had a long-term collective bargaining relationship. In the present matter, the City's Agreement with its Police Sergeants and Lieutenants, a unit representing approximately eight employees, will expire on December 31, 1998.

The Parties attempted settlement of issues in dispute, and toward that end held several meetings. However, impasse was reached on a number of issues, and the Parties requested of the State Employment Relations Board the participation of a Fact Finder.

In accordance with the provisions of Rule 4117-9-05(D) of the Ohio Administrative Code, the undersigned was appointed Fact Finder in the matter, effective on December 1, 1998. An evidentiary hearing was scheduled at 1:00 pm on December 14, 1998, at which time the Parties were afforded an opportunity to present relevant testimony and evidence in support of their positions. Pursuant to ORC 4117.14(C)(3)(a), and to SERB's Administrative Rules, the Parties submitted to the Fact Finder written statements of their respective positions. Those statements identified the following issues at impasse.

ISSUES AT IMPASSE

The Parties identified three issues as remaining unresolved, with tentative agreements pending regarding a number of other proposals:

1. **Article XV – Compensation**
 - Section 1. – *Differential - Unresolved*
 - Section 1. – *Wage Increase - Unresolved*
 - Section 2. – *Extra Training Pay - Unresolved*

2. **Article II – Recognition – *Tentative Agreement***

3. **Article XIV – Holidays – *Tentative Agreement***

4. **Article XVI – Health Insurance – *Tentative Agreement***

5. **Article XVII – Clothing Allowance – *Tentative Agreement***

6. **Letter of Understanding – *Tentative Agreement***

7. **Hours of Work – *Tentative Agreement to establish study committee***

STATUTORY CONSIDERATIONS

In weighing the positions presented by the Parties, the Fact-finder was guided by the considerations delineated in OAC 4117-9-05(K):

- 4117-9-05(K)(1) Past Collectively bargained agreements, if any, between the parties;
- 4117-9-05(K)(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;
- 4117-9-05(K)(3) The interests 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;
- 4117-9-05(K)(4) The lawful authority of the public employer;
- 4117-9-05(K)(5) Any stipulations of the parties;
- 4117-9-05(K)(6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

BACKGROUND

The City of Brook Park and the OPBA enjoy a long-term collective bargaining relationship. In continuation of that relationship, these Parties met on several occasions to negotiate the conditions of a successor Agreement. This process resulted in tentative agreement on a number of proposals, and in impasse over three compensation issues included under Article XV of the CBA.

While the relationship between the present bargaining unit, representing promoted officers, and the City has obtained for some time, the Employer's negotiations with its patrol officers are stayed, pending selection of a certified representative by that group; a unit representation election is scheduled for January 6, 1999. In Brook Park, promoted officers are paid a differential, determined by the base rate of patrol officers. Consequently, lack of a final Agreement in the patrol contract - and the amount and nature of included wage increases, if any - hampers the Parties here in finalization of their own agreement. Therefore, recommendations made in this report do not include specific wage rates, or final contract language.

The following recommendations for resolution of issues at impasse are therefore respectfully submitted.

ARTICLE XV
COMPENSATION

Section 1. - Wage Differential

OPBA's Position:

The Union proposes that Sergeants be paid at a rate fifteen percent (15%) greater than that paid patrol officers, and that Lieutenants be paid at a rate (15%) greater than the rate paid Sergeants.

City's Position:

Brook Park urges that wage differentials for this bargaining unit be maintained at the present thirteen percent (13%) levels.

Recommendation:

There is good reason to support a compromise position regarding this issue. Accordingly, it is recommended that the wage differential be established at fourteen percent, *i.e.* Sergeants will be paid at a rate fourteen percent (14%) greater than that established for patrol officers; Lieutenants will be compensated at a rate fourteen percent (14%) greater than that paid Sergeants.

Section 1. - Wages

OPBA's Position:

The Union proposes wage increases of four percent (4%) for each of the three years of the Agreement.

City's Position:

The City proposes an annual increase of two percent (2%) in each of the contract years.

Recommendation:

In the past, patrol and promoted officers employed by the City negotiated their Agreements jointly. In the present circumstance, Sergeants and Lieutenants will receive the same rate of increase afforded patrol officers on completion of their new agreement. Consequently no specific annual increase for this bargaining unit is recommended. However, due to the uncertain date of ratification and implementation of that agreement, it is recommended that increases, when they are finally effected, be made retroactive to January 1, 1999.

Section 2. – Extra Training Pay

City's Position:

Brook Park proposes that this Section be eliminated from the contract, and that the compensation adjustment provided be included in the basic wage rate paid bargaining unit members. All members of the unit are eligible for the maximum salary adjustments. Moreover, says the City, this stipend has already been eliminated for fire fighters, and its inclusion in the base wage paid Sergeants and Lieutenants would eliminate divisive comparisons between the two safety forces.

OPBA Position:

The Union opposes “dovetailing” of the adjustment into the base rate of pay, arguing that education of bargaining unit members should be both encouraged and rewarded.

Recommendation:

The evidence indicates that all present members of the bargaining unit possess at least a bachelor's degree, making all eligible for the maximum incentive under current contract language. Given this situation, it seems reasonable to accept the City's proposal, if only for the sake of administrative efficiency.

Therefore, it is recommended that Section 2 – Extra Training Pay be eliminated from the Agreement, and that the present four percent (4%) incentive be incorporated into the base rate schedule. Additionally, it is recommended that this inclusion be reflected in the language of Section 1, in the sentence: *“The wages reflected above include the \$200.00 cost-of-living bonus, an Extra Training Pay adjustment of 4% and the previous longevity allowance, which have been rolled into the base rate.”*

SUMMARY OF RECOMMENDATIONS

Article XV – Compensation

Section 1 – Wage Differential	Fourteen percent (14%) recommended
Section 1. – Wages	Increase to be determined by Patrol contract, Retroactivity to January 1, 1999
Section 2. – Extra Training Pay	Elimination of Section 2, Inclusion of 4% adjustment in base rate schedule

Respectfully submitted
this Tuesday, December 22, 1998
at Lyndhurst, Cuyahoga County, Ohio

Gregory James Van Pelt
Fact Finder
State Employment Relations Board

GREGORY JAMES VAN PELT
LABOR ARBITRATION
MEDIATION & DISPUTE RESOLUTION

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December 22, 1998

G. Thomas Worley
Administrator
Bureau of Mediation
State Employment Relations Board
65 East State Street - 12th Floor
Columbus, Ohio 43215-4213

RE: City of Brook Park
-and-
Ohio Patrolmen's Benevolent Association

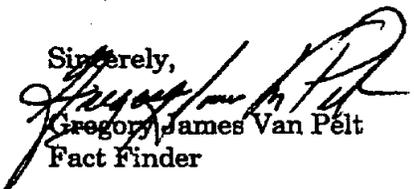
SERB Case No. 98-MED-10-0997

Dear Mr. Worley:

Please find enclosed the Fact-finding Report and Recommendations in the above matter, as well as an invoice for my services.

Also, please know that the good faith and cooperation of the Parties in this process were greatly appreciated.

Sincerely,


Gregory James Van Pelt
Fact Finder