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IN THE MATTER OF FACT-FINDING PROCEEDING

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BETWEEN

**CHAMPION TOWNSHIP
TRUSTEES**

and

**OHIO PATROLMEN'S
BENEVOLENT
ASSOCIATION**

(Case Nos.: 99-MED-02-0074
) 99-MED-02-0073
(
)
(Hearing Dates: May 13, 1999
) May 25, 1999
(
) Findings and Recommendations:
(June 10, 1999
)
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Representing the Trustees:

**Daniel B. Letson, Esquire
Advocate**

Representing the Union:

**Nicholas Codrea, Jr.
Business Agent**

**William J. Miller, Jr.
Fact Finder**

SUBMISSION

This matter concerns fact finding proceedings between the Champion Township Trustees (hereafter referred to as the "Employer") and the Ohio Patrolmen's Benevolent Association (hereafter referred to as the "Union"). The State Employment Relations Board (SERB) duly appointed William J. Miller, Jr. as Fact Finder in this matter. The parties agreed to extend the submission of this report until June 15, 1999.

The Fact Finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law, and the rules and regulations of the State Employment Relations Board, as amended. Consideration was given to criteria listed in Rule 4117-9-05 (J) of the State Employment Relations Board. The Employer and the Union previously engaged in the collective bargaining process for an extensive period of time before the appointment of a Fact Finder. This Fact Finder had several discussions with the parties prior to May 13, 1999, and on May 13, 1999 attempted to mediate the unresolved issues. Several issues were resolved through mediation, but there were additional issues remaining to be considered during Fact Finding. The following issues were considered at the Fact Finding Hearing on May 25, 1999:

1. Duty Hours
2. Compensatory Time
3. Training
4. Uniform Allowance
5. Wages

1. DUTY HOURS

It is the position of the Union that the existing language found in Article 16 of the Agreement is appropriate, with the exception of one proposed change. The Union proposes that if an employee's schedule is to be changed, the Employer will attempt to provide a one "work week" notice. Should the one work week notice not be provided, then the Union proposes that the employee be granted four hours compensatory time. The Union contends that the establishment of any additional compensatory time would be outside the compensatory time bank that is now established in Article 17 of the Agreement. The basis for the Union position in this instance is established by the inconvenience that the employees are subjected to by late schedule changes.

It is the position of the Employer that it cannot agree to a one-week notice for schedule changes. The Employer contends that due to the size of the department and the extensive use of compensatory time by all staff, that it is typically without any notice of absences from scheduled work. Furthermore, the Employer contends it does not receive a one-week notice when an employee is going to use compensatory time and cannot agree with the proposal which has been submitted by the Union. It is also argued by the Employer that in accordance with the Union's position, if notice is not given, then the employee would be entitled to receive compensatory time for the first two days of work under the changed schedule. The Employer contends this would be inappropriate, and the Union's proposal would amount to a gift of taxpayers moneys.

FINDINGS AND RECOMMENDATIONS

After carefully considering the contentions and positions of the parties, it becomes readily apparent that under many circumstances the Employer cannot control the schedule changes which may occur. Undoubtedly, there would be times when schedule changes would occur at the last minute due to unforeseen circumstances, and the Employer would be unable to make the schedule changes without incurring a penalty as has been provided in the Union's proposal. In my considered opinion, to subject the Employer to a penalty payment under such circumstances would be unfair and inappropriate. Due to the nature of the work that needs to be done, and the necessity to make schedule changes, it is my recommendation that the language provided in Article 16 of the Agreement remain as is stated, and that there be no additional change as is requested by the Union.

2. COMPENSATORY TIME

It is the position of the Employer that all overtime be paid in cash at one and one half times the officer's base rate of pay. The Employer contends that it is the officers themselves who typically determine their overtime opportunities, with very little input from the management staff. Furthermore, the Employer argues that the use of compensatory time in a small department creates additional overtime for the officer working the hours on behalf of the officer scheduled but not reporting because of the use of compensatory time. It is the proposal of the Employer that all officers cash out or use available compensatory time by the end of 1999 and that overtime be paid in cash from that time forward until the termination of the Agreement.

It is the position of the Union that it recognizes the concern of the Employer and would be willing to modify the applicable language so as to provide some relief to the Employer. While the Union would be willing to make a limited modification to the existing situation, it would not be willing to completely give up its right to receive compensatory time.

The Union's proposal would provide that employees who opt for compensatory time off in lieu of a cash payment will be entitled to accrue a maximum compensatory time bank of 80 hours. Under the Union's proposal, hours of overtime worked in excess of this 80 hour bank will automatically be paid in cash. Furthermore, employees would be permitted to carry over forty hours of compensatory time from one year to the next.

FINDINGS AND RECOMMENDATIONS

Upon considering the record evidence and testimony regarding this specific issue, it is my opinion that while the Employer does have a concern related to compensatory time, it is the Employer who makes the appropriate schedules, and in many instances determines when and how long employees work. Notwithstanding this point, it is recognized that there are occasions when it becomes necessary to use employees on an overtime basis because of a scheduled or unscheduled absence by certain employees. When this occurs, overtime is necessary, either in the form of a cash payment or compensatory time off. It becomes readily apparent that compensatory time has been in effect for some period of time, and the proposal of the Union to modify the existing compensatory time procedures provides a positive step forward. It is my recommendation that employees who opt for compensatory time off in lieu of a cash payment should be permitted to accrue a maximum compensatory time bank of eighty hours. For hours of overtime worked in excess of the eighty hour bank will automatically be paid in cash. Finally, it is recommended that employees be permitted to carry over forty hours of compensatory time from one year to the next.

3. TRAINING

It is the position of the Union that a training fund of \$3500 per year in wages be established for the purpose of compensating officers who receive formal training. The Union requests that the access to this training time be distributed within the Unit on an equitable basis. The Union would also suggest that any training moneys paid be done so subject to the approval of the Employer's designee, which approval shall not be unreasonably withheld.

It is the position of the Employer that the existing training language is adequate. Furthermore, the Employer contends that the Union's proposal would add an additional 40 hours of paid training. It is contended by the Employer that there is nothing mandated by law or police officer certification which would require additional training as has been requested by the Union. Finally, the Employer contends that the size of the department militates against an additional paid week off of work for the officers.

FINDINGS AND RECOMMENDATIONS

Upon carefully considering the positions of the parties and upon reviewing the applicable Agreement language, it becomes readily apparent that the parties have provided the opportunity for police officers to update and increase their working skills. This is evidenced by the effective language which provides that the Employer shall attempt to give each officer an opportunity to attend training seminars and schooling during the year. The request of the Union to expand upon training opportunities beyond what is presently provided in the Agreement, under the specific circumstances which are present in this case would not be justified. Finally, I would agree with the Employer that because of the size of the department, it would be difficult for the Employer to expand upon existing training opportunities without causing staffing problems on a recurring basis. Consequently, it is my considered opinion that there be no change in the existing language regarding training beyond what is currently established in the Agreement.

4. UNIFORM ALLOWANCE

It is the position of the Union that the present uniform allowance of \$550 annually is not sufficient to provide officers the opportunity to purchase uniforms. It is the position of the Union that the uniform allowance be increased to \$600 for 1999, \$625 for the year 2000 and \$650 for the year 2001.

The Employer's position is that it would be appropriate to provide a 3% annual raise in the clothing allowance for officers. The Employer contends that this amount of increase would more than cover any increase in cost above the \$550 presently received by officers. The Employer contends that 3% would be in line with cost of living and inflation and would be appropriate under this present circumstance. In the alternative the Employer would propose a voucher system which would be used for the purchase and payment of equipment up to a \$600 maximum.

FINDINGS AND RECOMMENDATIONS

Upon carefully considering the positions of the parties, it is my considered opinion that while both the Union and the Employer recognize that an increase in uniform allowance is justified, the position of the Union appears to be the more reasonable course of action to take. Undoubtedly, an increase is justified, and the approach taken by the Union will phase in increases over the life of the Agreement. It is therefore my recommendation that uniform allowance be increased to \$600 for 1999, \$625 for 2000 and \$650 for 2001.

5. WAGES

The Union proposes that a general wage increase be provided during each of three years of the Agreement. For 1999, the Union proposes a 5% general wage increase, for 2000 the Union proposes a 5% general wage increase and for 2001 the Union proposes that a general wage increase in the amount of 4% be provided. The Union also requests that a senior patrol position be established for employees with four or more years service. For these employees in the senior patrol category, the Union proposes that such employees receive 5% above the patrol position.

It is also requested that the Employer establish a rank differential in the amount of 8 % for the Sergeant and Lieutenant positions. Furthermore, the Union suggests that longevity be provided on the basis of the following scale:

<u>Seniority</u>	<u>Longevity Amount</u>
6 plus years	\$250 additional
10 plus years	\$500 additional
14 plus years	\$750 additional
18 plus years	\$1000 additional

The Union contends there is absolute justification for providing these increases because the police unit has been far behind other similarly situated units. Furthermore, it is the contention of the Union that when other comparable units are reviewed, it becomes obvious that the changes in wages proposed by the Union are necessary and justifiable for the purpose of providing equitable compensation for the police officers. The Union would also note that there is no internal equity in this circumstance, because when the earnings of the police and fire employees are compared, it becomes obvious that the police are far behind employees in the fire department. Finally, the Union would argue that the Employer is unable to contend that it has the inability to pay, because sufficient funds are available for such purpose. The Union therefore requests that its proposals be recommended.

The Employer proposes annual wage increases of 4%, 5% and 5% for the term of the Agreement. It is also the position of the Employer that there be three tiers of wages from hiring through the second full year of service. It is the contention of the Employer that achieving wage parity within three years is appropriate and an important consideration for a new officer seeking employment. The Employer argues that to create the five tier system proposed by the Union would be to grant a form of longevity payment for officers who work within the department after only three and four years of service. It is also the position of the Employer to raise the Sergeant's and Lieutenant's salaries by the same amount as Patrolmen proposes an artificial differential between Patrolman and Sergeant and an 8% differential between the Sergeant and Lieutenant would create a 12% raise for the Sergeants and Lieutenants in the first year of the Agreement and would be inequitable.

It is the Employer's position that the Sergeant's position and the Lieutenant's position should be moved upward by 4% in the first year of the Agreement plus additional 5% increases during the last two years of the Agreement.

Regarding longevity, the Employer would accept the concept of longevity payments, and proposes the following longevity payment schedule, which would provide appropriate compensation for true length of service with the department:

<u>Seniority</u>	<u>Longevity Amount</u>
6 years of service	\$250 annually
12 years of service	\$500 annually
18 years of service	\$750 annually
24 years of service	\$1000 annually

FINDINGS AND RECOMMENDATIONS

I have carefully considered the contentions of the parties regarding the wage issues which they have presented. It is my opinion that based upon the presentation and submissions of the parties that there is some basis to the contention of the Union regarding comparable departments and the inequity that results. While I also recognize the concerns raised by the Employer, it is my belief that by considering all proposals made by both parties, that a basis exists for rectifying the issues presented in this specific circumstance. I am in agreement with the Employer's proposal that there be three tiers of wages from hiring through the second full year of service. It is my belief that to create such a tier system would provide the necessary wage parity within three years and would not be unreasonable, would be appropriate for new officers seeking employment, and would not be harmful to present members of the bargaining unit. Consequently, I recommend that the Employer's three tier system of wages from hiring through the second full year of service be implemented.

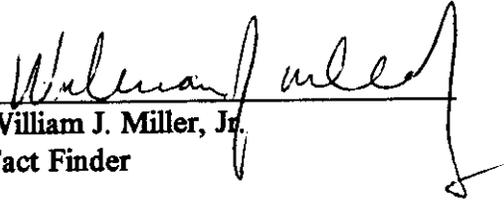
Regarding rank differential, it is not unusual or inappropriate have a rank differential. I would therefore recommend that there be a rank differential established for Sergeants and Lieutenants which will be 3% for 1999, 6% for 2000, and will be at 8% for 2001.

Regarding a general wage increase, I would propose a 4% increase for 1999, a 5% increase for 2000 and a 5% increase for 2001.

It would also be my recommendation that a senior patrol position be established for employees who have been employed a minimum of four years. For the year 1999 this senior patrol position should receive 2% above the top patrolman rate, for the year 2000 this position should receive 3% above the top patrolman rate and for the year 2001 this position should receive 5 % above the top patrolman rate.

CONCLUSION

In conclusion, this fact-finder submits his findings and recommendations as set forth herein.


William J. Miller, Jr.
Fact Finder

June 10, 1999