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IN THE MATTER OF FACT FINDING

Oct 23 10 14 AM '99

STATE EMPLOYMENT RELATIONS BOARD (SERB) STATE OF OHIO

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FRATERNAL ORDER OF POLICE (FOP)) CASE NOS. 99-MED-04-0389
OHIO LABOR COUNCIL, INC.) 99-MED-04-0390
99-MED-04-0391

AND

) HEARING: OCTOBER 20, 1999

THE CITY OF NEW LEXINGTON

) REPORT: OCTOBER 25, 1999

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APPEARANCES

UNION

Melvin C. Walcutt, FOP/OLC Staff Representative
Larry Moore, Seegant
Anne Craig, Patrol Officer

EMPLOYER

Delmar Danison, Mayor
Kip Fleming, City Administrator
Jeffrey L. Newlon, Chief of Police

BACKGROUND

The City of New Lexington is located in southeastern Ohio in Perry County. It is about sixty (60) miles northwest of Marietta and about fifty (50) miles south of Cambridge. The City has a Collective Bargaining Agreement (CBA) with the Fra-

ternal Order of Police. The bargaining unit is comprised of four (4) Patrol Officers, four (4) Dispatchers, two (2) Sergeants and one (1) Captain.

The LABOR AGREEMENT expired at midnight December 31, 1998.

"This Collective Bargaining Agreement (CBA) will cover all full time Patrol Officers, full time Dispatchers and all full time Sergeants and above. One CBA will cover all three bargaining units. There are four (4) patrol officers perform the typical patrol functions and are required to work dispatch duties on occasion. There are four (4) dispatchers in the bargaining unit. The dispatchers handle phone calls from the public, dispatch police runs, dispatch fire and medic equipment and perform some clerical duties in their workday. There are (sic) one (1) captain and (2) sergeants in the supervisors bargaining unit. The captain is assigned to daylight hours to assist the Police Chief. The captain is also required to take calls for service. One sergeant is assigned to day light hours and is a DARE instructor so his availability to handle calls for service is driven by his required duties as a DARE instructor. One sergeant is the department investigator and his hours are somewhat driven by the need to do follow-ups on crime reports.

SERB certified the bargaining units on February 12, 1999 and the FOP/OLC was voted as the employee representative. The parties had a CBA with the patrol officers and dispatchers through the local FOP Lodge #134 for many years. The contract expired December 31, 1998. The supervisors have been working under a contract with City Council which addresses monetary issues only and that does not expire until December 31, 1999.

The parties met to negotiate on:

May 12, 1999

May 19, 1999

May 26, 1999 (Employer Representatives Unavailable)

June 4, 1999
June 9, 1999
June 23, 1999
July 7, 1999 (Supervisors Only)
July 14, 1999 (Patrol and Dispatch Only)
July 21, 1999
August 16, 1999 (Mediation)" Note: Entered
as part of the Union's Documents; given to Man-
agement in advance of the Hearing and unrefuted
by Management.

The Parties settled a number of issues but were unable to reach agreement on the total Contract.

The Undersigned was appointed by SERB by letter of June 10, 1999 as the Fact Finder under Ohio Revised Code Section 4117.14 (C)(3). The Parties agreed to a number of extensions and engaged in mediation as shown above (August 16, 1999). They contacted the Undersigned to schedule the Hearing. The Hearing was held October 20, 1999 in New Lexington at the Columbia Gas conference Room. The Parties were given the opportunity to explain their positions. Several issues were settled and were signed-off by the Parties.

In the interest of serving the Parties and the State and to minimize costs, this Fact Finder does not find it necessary to give a blow-by-blow account of the discussions which led to the settlement of issues. Only outstanding issues will be addressed here in summary form. All tentative agreements are considered part of the Report. The Parties have agreed Tentative Agreements are included if the Contract is ratified. Prior to the closing of the Hearing the reviewed each outstanding issue and advised the Parties what he would recommend in the REPORT,

except for Wages. This recommendation was not made because of the extreme difference between what the Union proposed and what Management proposed. The Union originally proposed an increase for Dispatchers in excess of thirty (30) per cent. The FOP was advised this was unrealistic and would not be considered. The Union made a new proposal which appears, infra.

ARTICLE 15 - COMPENSATION

For Patrol Officers and Dispatchers the Union proposes the following:

Effective Jan. 1, 1999-	Ten (10) per cent
Effective Jan. 1, 2000-	Three (3) per cent
Effective Jan. 1, 2001-	Three (3) per cent

Management proposed no increase for the first year; one (1) per cent for the second year and one per cent for the third year.

The Fact Finder recommends:

Effective Jan. 1, 1999-	Five (5) per cent
Effective Jan. 1, 2000-	Three (3) per cent
Effective Jan. 1, 2001-	Three (3) per cent

It was explained to the Fact Finder by the Parties that the Sergeants and the Captain have been working under a two (2) year resolution passed by the City Council. As such, any increase for them will be effective Jan. 1, 2000. The FOP proposes they receive a three (3) per cent increase on

Jan. 1, 2000 and a three (3) per cent increase Jan. 1, 2001.
The City proposes a one (1) per cent increase effective Jan. 1,
2000 and a one (1) per cent increase effective Jan. 1, 2001.

The Fact Finder recommends for Sergeants and above:

Effective Jan. 1, 2000-	Three (3) per cent
Effective Jan. 1, 2001-	Three (3) per cent

LONGEVITY

The Union proposes for Patrol Officers and Dispatchers:

1-4 years	One and one-half per cent (1½) of base rate
5-10 years-	Three (3) per cent of base rate
10 years or more-	Four (4) per cent of base rate

The City proposes no change, noting the current Contract
provides:

1-4 years-	1½ per cent of base rate
5 years or more-	3 per cent of base rate

The Fact Finder recommends no change.

Sergeants and above have no Longevity in the current
CONTRACT. The Union proposes these positions receive this
pay effective Jan. 1, 2000. Management does not agree to
the Union's proposal. The City did not go into detail to
explain its disagreement.

The Fact Finder recommends:

Effective Jan. 1, 2000- 1½ per cent of base rate

Effective Jan. 1, 2001- 3 per cent of base rate

HAZARDOUS DUTY PAY

This a new provision proposed by the Union. It was discussed in detail. The Fact Finder stressed there are significant differences in the hazards faced by Officers and Dispatchers. He advised the Parties he would not recommend inclusion of this provision.

ARTICLE 18 - HOLIDAYS

In the current CONTRACT Patrol Officers receive two (2) Employee Choice Days. Dispatchers receive three (3) Employee Choice Days. The Union proposes increasing the Patrol Officers to the same level as the Dispatchers. Management does not agree.

The issue was discussed. There was no reason given by Management to explain such a difference. The Fact Finder noted difference in Wages can be explained due to the differences in responsibilities. However, particularly in such a small unit, it is difficult to grasp why Dispatchers should be granted three Employee Choice Days and Patrol Officers are granted two such days.

The Fact Finder recommends:

Effective Jan. 1, 1999 Patrol Officers be granted three (3) Employee Choice Days.

ARTICLE 19 VACATIONS

Management proposed the current language, except it was willing to add another forty (40) hours of vacation while maintaining the same time periods. The current AGREEMENT states:

1-5 year-	80 hours
5-15 years-	120 hours
15-20 years-	160 hours
20+ years-	200 hours

Management proposed:

1-5 years-	80 hours
5-15 years-	120 hours
15-20 years-	160 hours
20+ years-	240 hours

The FOP proposed:

1-4 years-	96 hours
4-8 years-	128 hours
8-12 years-	144 hours
12-16 years-	200 hours
16-20 years	216 hours
20+ years	240 hours

Discussions took place. The Fact Finder pointed out to the Parties that they had agreed to increase the maximum to two hundred and forty (240) hours and he suggested they try to reach agreement on the breakdown. He noted the Union proposed six (6) steps and Management proposed four (4) steps. He asked if each would propose a five (5) step approach to the Vacation Schedule. Management did not respond. The Union proposed:

1-5 years-	80 hours
5-10 years-	120 hours
10-15 years	160 hours
15-20 years-	200 hours
20+ years-	240 hours

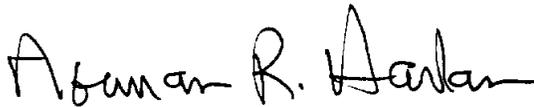
The Fact Finder recommends the Union proposal.

The Union proposal is not unreasonable and does not expand the two hundred and forty (240) hours to which the City agreed.

COMMENTARY

The Fact Finder is cognizant that a reading of the foregoing would lead a reasonable and prudent person to conclude that it favors the Union. However, the reasons for this are significant. Firstly, proposals by the Union and by the City which were unrealistic were discussed candidly with the Parties.

Such discussion included the Union's unrealistic proposal of a 30.5 increase for Dispatchers. It also included Management's unrealistic proposal of no increase the first year of the Contract, as well as its proposal of one (1) per cent for the second and third years of the CONTRACT. Secondly, and perhaps the Fact Finder should have place this first, is the fact that the City never argued inability to pay. The Fact Finder does not view the lack of such a defense as a blank check for the Union. However, it is most assuredly a major consideration in making recommendations. Given this, the Fact Finder believes his recommendations are conservative.



Norman R. Harlan, Fact Finder

Steubenville, Ohio

October 25, 1999

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FOP & THE CITY OF NEW LEXINGTON*****CASE NO. 99-MED-04-0389
99-MED-04-0390
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ARTICLE 14 - HOURS OF WORK AND OVERTIME

SECTION 14.8-COMPENSATORY Time Bank

This is a new provision. The Parties have identical language with one exception. The City proposed;

"Compensatory time must be used at a mutually agreeable time within six (6) months of the end of the pay period."

The Union proposed:

"Compensatory time must be used at a mutually agreeable time within three (3) months of the end of the pay period."

The Fact Finder advised the Parties it was to everyone's advantage to clear-out the Compensatory time every three months rather than every six months. One primary advantage for the City is it will not get "Slugged" due to the buildup of days.

The Fact Finder recommends the Union's proposal be accepted; i.e., to clear-out the days every three (3) months.

Norman R. Harlan

Norman R. Harlan, Fact Finder

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ARTICLE 21 - UNIFORM ALLOWANCE

The current Contract provides a Uniform Allowance for Police officers of \$350.00 per year, plus a cleaning allowance of \$50.00 per year.

The Union proposes this be increased to \$480.00 per year. It notes there has not been an increase since 1988. The City proposes no change.

The Fact Finder recommends the Union proposal of \$480.00 per year be accepted. The increase merely covers inflation since 1988. Also, the City did not argue inability to pay. Payment will be on the anniversary date of the Contract.

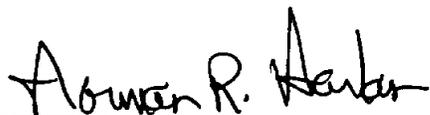
The Parties also discussed some type of proper attire for Dispatchers. The Union states: "The dispatchers are requesting a polo type shirt, shoes and sweater. The dispatchers feel it would easily identify them to citizens when citizens come to the police department to conduct business."

The City did not voice a strong objection but offered little input. The Fact Finder advised the Parties he believed it was in the best interests of the City, the Union, Dispatchers and the public to have some type of common and appropriate dress for Dispatchers.

The Fact Finder recommends:

A Uniform Allowance in the amount of one hundred and seventy-five (\$175.00) dollars will be provided for each Dispatcher; payable on the anniversary date of the Contract.

It is also recommended the matter of color, style and logo be addressed by the Labor - Management Committee;



Norman R. Harlan, Fact Finder

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