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In the Matter of Conciliation *
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Between * SERB Case Number:
* 00-MED-09-1002
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Fraternal Order of Police, *
Lodge 67 * Before: Harry Graham
*
and *
*
The City of Bedford, OH. *
*

APPEARANCES: For FOP Lodge 67:

Robert M. Phillips
Faulkner, Muskovitz & Phillips
820 W. Superior Ave., Suite 900
Cleveland, OH. 44113-1800

For City of Bedford:

Kenneth Schuman
Law Director
City of Bedford
31 Columbus Rd.
Bedford, OH. 44146

INTRODUCTION: Pursuant to the procedures of the Ohio State Employment Relations Board a hearing was held in this matter before Harry Graham. At that hearing the parties were provided complete opportunity to present testimony and evidence. The record in this dispute was closed at the conclusion of argument in Bedford, OH. on February 2, 2001

ISSUES: At the hearing the parties agreed upon the issues in dispute between them. Those issues are:

1. Rank Differential
2. Time to salary top step

3. Officer-in-Charge Pay

ISSUE 1, RANK DIFFERENTIAL

POSITION OF THE UNION: Included in this bargaining unit are Sergeants and Lieutenants in the Bedford Police Department. As is customary in police departments there is a rank differential for both Sergeants and Lieutenants. In Bedford that differential is currently 11% for the Sergeants and 10% for the Lieutenants. The Union proposes to increase that to 12% for both classifications effective January 1, 2002. In support of that proposal it relies on the situation of Bedford with respect to nearby communities on the matter of rank differential. Bedford has traditionally compared itself to Solon, Bedford Heights and Garfield Heights. Bedford Heights and Maple Heights pay a 12% rank differential to both Sergeants and Lieutenants. Solon provides a 10.75% rank differential for Sergeants and Lieutenants. That is supplemented by a \$1000.00 per year payment to Sergeants and \$1500.00 per year to Lieutenants. Consequently, Bedford compares poorly to neighboring cities on the matter of Rank Differential.

The parties have a long history of negotiations over Rank Differential. It was last increased in 1993. At that time the City indicated that further increases would be made in succeeding contracts. That has not occurred. The Union has

relied upon the assurances that rank differentials would be increased but as time has passed, none have been made. Given that history, the Union contends that the time for increase in rank differential has arrived. Should its proposal be awarded, the increased rank differential should take effect at the start of the second year of the Agreement, 2002.

POSITION OF THE EMPLOYER: The City points out that agreement has been reached on the main features of the forthcoming Agreement. It provides wage increases of 10.5% over its three year term. Shooting proficiency pay has increased substantially. Uniform allowance is also increased as has court pay. The increases negotiated in the new Agreement are substantial. No further increase should be awarded the City asserts. Further, Bedford officers are second only to Solon with respect to pay among communities in the region. Yet, it has the second-lowest tax base. The total compensation of Bedford officers compares favorably with others in the region. No reason exists to award the proposal of the Union under these circumstances the City contends.

DISCUSSION: The City makes a cogent point when it indicates that the form of compensation is not as significant as the amount. It is the case that Bedford officers compare well to their counterparts in the area, eg. those in Maple Heights and Garfield Heights. It is also undeniably the case that the

City has made a significant effort over many years to pay its police force well. That serves to diminish, but not eradicate, the force of the Union argument concerning the history of negotiations over the issue of shift differential. Sergeants and Lieutenants have been repeatedly promised that an increase would be forthcoming. None has occurred. While Bedford officers have not experienced an increase in rank differential since the early 1990's rank differential has increased in other cities. Bedford has become substandard with respect to rank differential. The Union proposal is reasonable. Its does not take effect until 2002. It adoption will bring Bedford officers closer to those in nearby communities with respect to rank differential. The proposal of the Union is awarded.

ISSUE 2, TIME to SALARY TOP STEP

POSITION OF THE UNION: The Agreement provides that persons promoted to either Sergeant or Lieutenant move through various stages to the top step of the wage scale. They reach the top after 24 months of service. In reality, that is not what has occurred. The City has moved people to the top step after six (6) months as a Sergeant or Lieutenant. The Union proposes that be codified in the Agreement. All other nearby communities, Solon, Bedford Heights, Maple Heights and Garfield Heights put promoted employees at the top step of

the appropriate classification upon promotion. The Union proposal represents a lower standard than accepted procedure in the area. The Union is seeking merely to memorialize the current practice which, in the collective memory of the Union extends back twenty-five (25) years. In 2000 all those promoted to either Sergeant or Lieutenant received the top rate after six months on the job. As that is what the City has been doing for many years, and nearby communities do even better by paying top rate immediately upon promotion, the Union urges its proposal be awarded.

POSITION OF THE EMPLOYER: The City points out that it has not been obligated to pay people at the top step six months after they have been promoted. They did it because it seemed appropriate. Historically, upper levels of City management have been pleased with the performance of newly promoted officers. Hence, they voluntarily paid such people the top rate after six months of service. Circumstances could arise when the City is uncertain concerning the performance of an officer. Thus, the City should retain authority to delay attainment of the top step rate of pay until it is sure that the performance of a promoted officer is satisfactory.

DISCUSSION: All cities near to Bedford pay at the top rate immediately upon the promotion of an officer. Only Bedford differs from the norm. Its difference is more apparent than

real. Once again, history is important in determining this issue. Notwithstanding the contractual language the Employer has paid newly promoted employees at the top rate after six months of service. This practice stretches back twenty-five years. Both practice and comparability favor the proposal of the Union unreservedly. It is awarded.

ISSUE THREE, OFFICER-IN-CHARGE PAY

POSITION OF THE UNION: Officer-in-Charge pay is absent from the Agreement in Bedford. This is unusual in Ohio where such pay is commonplace. When people function as sergeants or lieutenants they obviously have greater responsibility than when they function as patrol officers. The City recently instituted twelve (12) hour shifts for police. This has added to the responsibilities of people who serve as Officer-in-Charge. Thus, they should receive extra compensation the Union claims. In the Fire Department contract in Bedford there is a ten percent (10%) OIC payment. They same should be in effect for the Police Department the Union asserts.

POSITION OF THE EMPLOYER: The City is opposed to this proposal of the Union. While some communities near to Bedford make OIC pay, others do not. Neither Solon nor Bedford Heights make such payment. The data does not support the proposal of the Union. Consequently, the City urges its rejection.

DISCUSSION: The City is correct. Comparison is the standard of reference on this matter. The data are mixed. There is no pattern of making OIC pay in the area. Some communities make it, some do not. The proposal of the Union is not awarded.

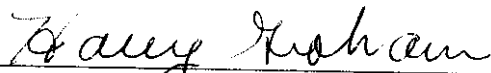
SUMMARY OF AWARD

ISSUE 1, RANK DIFFERENTIAL: The proposal of the Union is awarded.

ISSUE 2, TIME TO SALARY TOP STEP: The proposal of the Union is awarded.

ISSUE 3, OFFICER-IN-CHARGE PAY: The proposal of the Union is not awarded.

Signed and dated this 9th day of February, 2001 in Solon, OH.



Harry Graham
Conciliator