

STATE EMPLOYMENT
RELATIONS BOARD

2005 SEP 12 A 10: 22

STATE OF OHIO STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF: CITY OF LAKEWOOD, OHIO (Employer)
and
FRATERNAL ORDER OF POLICE,
LODGE NO. 25, LAKEWOOD DIVISION
(Employee Organization)
CASE NOS.: 03-MED-09-0960
03-MED-09-0961

REPORT AND FINDINGS OF THOMAS R. SKULINA, CONCILIATOR

HEARING

The Conciliation Hearing was conducted on August 23, 2005 in the City of Lakewood, Ohio. The advocates for the employer were Marc J. Bloch, Esquire and Meredith A. Lebritz, Esquire of the firm Duvin, Cahn & Hutton. The F.O.P. was represented by Robert M. Phillips, Esquire of the firm Faulkner, Muskovitz & Phillips, LLP. Evidence was presented by both parties.

The Fact-Finding Report was received by S.E.R.B. on June 30, 2005.

There were seven (7) issues to be addressed by this Conciliator. These include: Wages, Healthcare, Sick Leave, Longevity, Vacation, Proficiency In Firearms and a "Me To".

The union represents all police officers in the position of patrol officer, Sergeant, Lieutenant and Captain, approximately eighty-five to ninety.

DISCUSSION

The population of this city has been on a steady decline. From 70,173 persons in 1970, the number has dropped to 56,646 in 2000.

In a report by Moody's in 2004, it reported "Given continued weakness in the regional economy, Moody's believes the city will be challenged to regain stability in its fiscal operations and strengthen its financial position". In 2005 Moody's downgraded the rating for Lakewood bonds to Aa3.

The present General Fund has decreased over the years. It decreased seventy-seven percent from year end 2003 to year end 2004 leaving a \$900,000.00 balance. This is the lowest forward balance in almost fifteen years. It faces a possible deficit which would require draconian acts to prevent same, such as lay-offs or a RIF.

This inner ring community gets most of its revenue from income taxes and the Local Government Fund (81%). It has taken on the task of directly collecting its income taxes. The administrative costs had advanced with an agency collecting same for the city's behalf. It will not be free since employees and office resources must be set up. But these employees shall themselves pay income tax to the city. It will take some time to see how much can be saved and how long it shall take to acquire a fiscally secure budget balance.

FINDINGS

The following finding shall constitute the contract language for the Collective Bargaining Agreement (CBA) between the City and the Union. The CBA begins January 1, 2004 and shall expire on December 31, 2006.

WAGES

- 9.01. Patrol Officers Grade 1 shall receive no wage increase for fiscal year 2004.
- 9.02. Effective January 1, 2005, all Patrol Officers Grade 1 shall receive a three (3) percent wage increase.
- 9.03. Effective January 1, 2006, all Patrol Officers Grade 1 shall receive between a three (3) percent wage increase and a (5%) percent wage increase, with the right to appeal any dispute about the 2006 wage increase to binding grievance arbitration based on a high-low offer.

LONGEVITY

Article 12.01. Effective January 1, 2006 all full-time employees of the Lakewood Division of Police shall be paid, by separate check, in addition to their compensation, additional compensation based on the number of continuous full years of service, including interim military service, as determined on the dates of June 15th and December 15th of each year, computed in accordance with the following semi-annual rate schedule:

5 Years	\$250.00	13 Years	\$ 650.00	21 Years	\$1,050.00
6 Years	\$300.00	14 Years	\$ 700.00	22 Years	\$1,100.00
7 Years	\$350.00	15 Years	\$ 750.00	23 Years	\$1,150.00
8 Years	\$400.00	16 Years	\$ 800.00	24 Years	\$1,200.00
9 Years	\$450.00	17 Years	\$ 850.00	25+ Years	\$1,250.00
10 Years	\$500.00	18 Years	\$ 900.00		
11 Years	\$550.00	19 Years	\$ 950.00		
12 Years	\$600.00	20 Years	\$1,00.00		

VACATION

14.09. Employees shall be permitted to accumulate a total of fifty (50) working days of vacation time. Vacation time acquired but not used in excess of fifty (50) days shall be forfeited on December 31st of each year.

NOTE

Since the Fire Fighters Agreement did not provide for a sixth week of vacation for employees, Article 14 shall not be changed. To allow for a sixth week would trigger the Fire Fighter me too provision as well as others in the city which would cost \$174,000.00 over the life of this CBA. A different result would have ensued had the balance of the budget been high enough to avert the threat of a deficit.

HEALTHCARE

- Article 16.02. Effective July 1, 2005, full-time employee(s) electing a family plan shall pay \$75.00 per month towards the costs of the plan premium or expected costs of such medical or prescription drug plan on a pre-tax basis. The City shall pay the remaining cost of the plan premium or expected costs of such medical and prescription drug plan. The employee contribution shall be withheld via payroll deduction not later than the first pay period each month.
- Article 16.03. The City will establish a 90/10 Plan, which shall be offered at no cost to full-time members.

SICK LEAVE

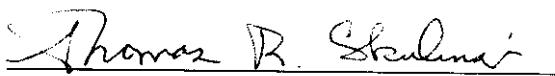
- Article 28.01. Effective January 1, 2005, all full time members of the Division of Police shall be entitled to earn sick leave at the rate of 4.6 hours for every eighty (80) hours paid and may accumulate such sick leave to twelve hundred (1200) hours. Sick leave may be utilized on account of illness or injury incapacitating the employee or immediate family member from working and requiring the employee's absence.
- Article 28.08. Employees who have accumulated more than one hundred twenty (120) days of sick leave may convert, on a three-to-one basis, all days accumulated over one hundred twenty (120) days into a lump sum cash payment at the end of each calendar year, and payment will be made in January of each year. The ability to accumulate twelve hundred (1200) hours of sick leave shall in no way alter the basis of this conversion provision.

PROFICIENCY IN FIREARMS

- 24.09. Effective January 1, 2006, the City will provide a stipend of \$500.00 to all full-time employees of the Lakewood Division of Police for proficiency in firearms.

MEMORANDUM OF UNDERSTANDING

A Memorandum of Understanding is in place that shall require that the parties shall meet and re-negotiate any matter that a safety force union negotiates or is awarded for 2004-2006 that is more economically beneficial than that agreed, recommended or awarded to the F.O.P.


THOMAS R. SKULINA
Conciliator

DATE ISSUED: September 8, 2005