

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

**CITY OF CHEVIOT, EMPLOYER
and
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.**

In the Matter of:

**96-MED-01-0010 and
96-MED-01-0011**

CONCILIATOR'S AWARD

CONCILIATOR:

**Philip H. Sheridan, Jr.
Attorney at Law
580 South High Street, Ste. 200
Columbus, Ohio 43215
(614) 221-2001**

FOR THE UNION:

**Guy Kauffman
Staff Representative
163 Ellington
Riverview, Ohio 45431**

FOR THE EMPLOYEE ORGANIZATION

FOR THE CITY:

**Edward T. Lameier
Member, City Council
Cheviot City Hall
3814 Harrison Avenue
Cheviot, Ohio 45211**

FOR THE EMPLOYER

JUNE 26, 1996

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STATE EMPLOYMENT
RELATIONS BOARD**

CONCILIATION AWARD

STATEMENT OF CASE: The parties, the City of Cheviot, represented by Edward T. Lameier, member of City Council, and the bargaining units, including full-time patrol officers and all full-time sergeants in the Cheviot Police Department, represented by Guy Kauffman, Staff Representative, Fraternal Order of Police, Ohio Labor Council, Inc., have entered into negotiations for the wage re-opener to the existing collective bargaining agreement.

The parties have engaged in previous contract negotiations leading to contracts between the parties. The parties attached a copy of the existing collective bargaining agreement.

The parties met and bargained in good faith, but were unable to reach an agreement on the sole issue for determination, the wages to be paid for the period April 1, 1996 through March 31, 1997.

Pursuant to R.C. § 4117.14, Admin.R. 4117-9-05, and SERB Procedures, the State Employment Relations Board chose Philip H. Sheridan, Jr., 580 South High Street, Suite 200, Columbus, Ohio 43215, as the conciliator.

The parties agreed to a conciliation hearing on Tuesday, May 28, 1996, at the City Administration Building. Mr. Lameier appeared on behalf of the City. In addition to Mr. Kauffman, Sergeant Craig Holder appeared on behalf of the bargaining units. The parties and the conciliator discussed the wage re-opener, and the conciliator determined the issue was not amenable to additional mediation. The parties submitted the matter upon statements, documents, and arguments presented to the conciliator.

According to the provisions of R.C. Chapter 4117, the parties provided me with a copy of the current contract, the issues which have been resolved, the unresolved issue, and each party's Final Offer on the unresolved issue.

In issuing this conciliation award, I have given consideration to the provisions of R.C. Chapter 4117, and in particular, the criteria contained within R.C. § 4117.14(G)(7)(a-f).

THE POSITION OF THE PARTIES AND AWARD

Article 14 - Wages and Compensation.

THE BARGAINING UNIT POSITION:

Each of the bargaining units proposes a 4% increase, effective April 1, 1996, in accordance with Article 14 of the Collective Bargaining Agreement. The union proposes to add the following language:

Effective April 1, 1996, the rates of pay for bargaining unit members shall be as follows:

<u>CLASS</u>	<u>ANNUAL</u>	<u>BIWEEKLY</u>	<u>HOURLY</u>
PATROL OFF. (PROB)	\$32484	\$1249.38	\$15.62
PATROL OFF (1 YR.)	36095	1388.27	17.35
SERGEANT (PROB)	37356	1436.77	17.96
SERGEANT (1 YR.)	38870	1495.00	18.69

The FOP's proposal is based on the FOP's assertion that the City has agreed to a contract which contained 5% raises in the first two years of the agreement and allowed the City to evaluate its financial status in 1996 before determining the increase for that year. The FOP asserts that the City has improved its financial status and its revenues have increased over \$80,000 above the revenues enjoyed in the previous year. The bargain unit argued that even using the comparables which the City chose, the 4% raise being requested is warranted. The FOP looks at all the wage increases since 1988, asserts that the City has the ability to pay, and relies upon the recommendation of the fact finder which also supported a 4% raise.

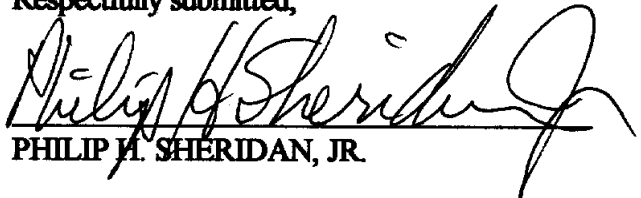
THE CITY'S POSITION:

The City proposes a 3% increase for the period April 1, 1996, until March 31, 1997. The City has made significant efforts, above the cost of living increases, in order to bring its police salaries to a reasonable level. The City does not deny an ability to pay, but the City believes it must be prudent in dealing with all of its employees and believes its offer is appropriate under the circumstances. The City points out that the population is decreasing and the City's financial base is shrinking with it. The City also points out the total compensation should be considered and the longevity pay which the senior officers receive brings its wage package close to those of the comparables which it presents.

AWARD

I select the FOP last best offer on wages. The fact finder recommended a 4% increase (although he did recommend a change in the amount of time to the top step). The comparables presented by both sides indicate a 4% raise would only outstrip the raises received by the comparable community safety forces by 1/2 of 1%. The City has the ability to pay, and the potential problems which the City may have in the future do not persuade me to stray from this apparently reasonable amount of increase. I therefor recommend the language as set out in this Conciliation as a part of the bargaining unit position argument be adopted pursuant to Article 14.2 of the Contract.

Respectfully submitted,


PHILIP H. SHERIDAN, JR.

JUNE 26, 1996