

STATE EMPLOYMENT
RELATIONS BOARD

STATE EMPLOYMENT RELATIONS BOARD FEB 24 8 51 AM '97
BINDING ORDER OF THE CONCILIATOR

CITY OF SPRINGFIELD, Employer

and

Case 96-MED-08-0667

**FRATERNAL ORDER OF POLICE,
Employee Organization**

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THIS BINDING ORDER, ISSUED FEBRUARY 20, 1997, directs contract language to resolve a dispute involving 23 police sergeants and lieutenants and the City of Springfield. Conciliation is binding, as a method of final offer settlement selected by the legislature, in lieu of the pre-statutory threat of strikes by safety force employees. Under the strictures of the law, a conciliator is limited exclusively to select either the union or the employer position on each identified issue.

The parties had conducted bargaining successfully on most of the topics at issue and Frank Keenan's fact finder report was fully considered at the conciliation stage. The conciliation hearing was held at Springfield on

Monday, February 3, 1997. The FOP was represented by Ross Rader of the FOP and unit members Dave Swords, Wayne Ayers, Steve Moody, and Robert Lanter. The city was represented by Jerome Strozdas, Jim Bodenmiller, David Walter and Chief Roger Evans.

The statutory effect of ORC 4117.14 is to require the parties to implement the decisions of this conciliation report. The parties are ordered to assemble the final text of their contract from these decided terms, with the addition of the terms already agreed, and to sign the contract.

A total of five contract articles were at issue. Article 23(M), demand days, was withdrawn at the table.

The open issues at conciliation included:

Article 23, Hours of Work and Overtime (23-D and 23-F)

Article 24, Premium Pay (temporary pay at higher acting rank, and education pay) and

Appendix A, Wages.

The parties indicated that settlements had been reached prior to the hearing on shift differential (24-E), vacation (27) and terms of agreement (35).

The parties were asked at the hearing whether language was desired in this order that incorporates by reference the already-settled terms of the contract; this was declined by the city, so the terms of this order are exclusive to the five items that are before this conciliator for decision.

23-D: SHIFT ASSIGNMENT BY SENIORITY

The conciliator selects the FOP position and retains the existing language.

This unit consists of supervisory police managers. At issue were the members' strong preferences for current arrangements, against the employer's desire to differently manage the supervisory needs of the police midnight shift. Comparables were examined carefully. The chief of police has expressed a strong preference for the change to greater discretion in management, but the FOP rebuttal testimony was

cumulatively more persuasive. The FOP had adequately showed that the leaders of that shift did not share the concern for quality control and that the ability to make reassignments for cause were sufficient means for the chief to deal with specific needs. The balance of views tended to favor the FOP presentations; the chief was a sincere and persuasive witness, but the FOP showed that there were other means by which the chief or captains can control the quality of supervision that affects the midnight shift.

Therefore I do not order the changed language and current contract language is to be retained.

WAGES

The conciliator selects the city wage language, for 3.5%, 3% and 3%.

Each side's position had merit; the increases differed by only 0.5% per year; the city position adopted the fact finder's recommendation; and comparables were presented for each side.

The testimony of the city's expert economist was very helpful and persuasive about generic rates of inflation and trends, and the expert provided credible testimony about trends in both wage rates and public sector employment comparables. The comparables of the other peer set of cities were examined and the other statutory factors were applied.

Therefore I order the adoption of the city's Appendix A language.

24-C: ACTING PAY

The conciliator selects the city's position and makes no change.

Key to this decision is the acknowledgement of both sides that the discretion of the police chief, under the contract, would simply be used to not appoint the unit member to the acting rank, if the use of acting rank appointments was triggered earlier, as a result of the contract change. The union asserted that the lower trigger figure of one day will benefit members who now obtain responsibilities but not a corresponding amount of pay. The city disagreed that this would attract more frequent willingness of the chief to make written appointments to acting ranks.

The fact finder found no problem serious enough to need a change. The conciliator agrees.

24-F: EDUCATION INCENTIVE PAY

The conciliator selects the city's position and makes no change.

This is a new economic benefit to unit members and the city argues against adding costs at a time of uncertain tax revenue projections. The union makes a case for incentives to increase education, and the city responded that absence of adequate education for this set of advanced rank managers has not been a problem, and no need is demonstrated. The conciliator, like the fact finder, does not see a need for change.

23-F: WORK ON SCHEDULED DAYS OFF

The conciliator selects the FOP position and no change is made.

A fiscal deterrent to over-stress of police managers is necessary and city proposal would reduce the deterrent. The fact finder recommended that double time pay continue as a disincentive to the city's call-in on the second of two days of scheduled "off" time after the unit member has already worked on the first of the days off. The fact finder recommended adding language, and the city's final offer modified that language. The union requested current contract language be retained. The city raised questions of feasibility and used a hypothetical of second-day call-in that suggested a high rate of double pay would occur. The union stressed the need to discourage over-stress by over-tasking on days off. In response to the conciliator's question at the table, there was no breakdown indicating what the amount of double-time pay was relative to total overtime in this unit.

Pursuant to ORC 4117.14, the above terms are ordered to be implemented by the parties as soon as possible; in practice this means the only change to contract terms in the disputed items is the adoption of the city's wage rate wording (Issue 6 Pay Table).

This conciliation order is issued on February 21, 1997.



James T. O'Reilly

CERTIFICATE OF SERVICE

I hereby certify that a copy of this conciliator's report was transmitted by U.S. mail on February 21, 1997, to Jerome Strozdas, 22 S. Limestone St. No. 330, Springfield OH 45502; J. Bodenmiller, City of Springfield, City Hall, Springfield OH 45502; and Ross Rader, Fraternal Order of Police, 222 E. Town St., Columbus OH 43215.



James T. O'Reilly