

HAND DELIVERED

APR 1 8 33 AM '97

STATE EMPLOYMENT
RELATIONS BOARD

C O N C I L I A T I O N A W A R D

In the Matter of Conciliation between

City of Springfield, Ohio

and

Springfield Police Patrolmen's Association

Case No. 96-MED-10-1030

Arvin N. Donner, Jr.
Conciliator

March 31, 1997

INTRODUCTION

The City of Springfield and the Springfield Police Patrolmen's Association met with the Conciliator assigned by the State Employment Relations Board in the above captioned case to present their final offers on two unresolved issues:

(1) Shift Assignment and (2) Wages.

The hearing took place at the Springfield City Hall, Springfield, Ohio, on March 4, 1997. In attendance were the following:

For the City of Springfield: Jerome M. Strozdas, Attorney for the City; Jim Bodenmiller, Personnel Director for the City; Roger L. Evans, Chief of Police; David L. Walters, Captain, Springfield Police Department; and Dr. Jeff Ankrom, Professor, Economics Department, Wittenberg University.

For the Springfield Police Patrolmen's Association: Jim Skogstrom, Attorney for the Association; Robert Davidson, Police Officer and Chairman of the Negotiating Committee for the Association; and Joseph Tedeschi, Louis Turner, Mike Beedy, and Rich Fleming, Police Officers for the City and members of the Association.

The two parties had met on several occasions with a mediator from the Federal Mediation and Conciliation Service. Through these meetings, the two parties had been able to settle all but two issues: shift assignment and wages.

Prior to the formal convening of the Conciliation Hearing, there was some informal discussion between the parties and the Conciliator. However, no further mediation took place as such; and the two unresolved issues went to formal conciliation.

ISSUE # 1 -- SHIFT ASSIGNMENT

Final Offers:

For the City: Substitute a revised Section E to Article 8, the Article having to do with Shift Selection (and the provisions dealing with Shift Assignment).

For the Association: Keep all of Article 8 unchanged as it is in the current contract, including Section E on Shift Selection.

Discussion: According to the City, during the period of the last contract, some "personal relationship situations" developed on one shift in particular, which resulted in problems of efficiency, morale, and increased tensions on that shift. Without going into detail, there were officers on this shift who were married to other officers on this shift, and apparently, in some cases one spouse had supervisory responsibility over the other spouse.

When marital problems developed between two officers, they were carried over into the work environment. Also, there were apparently some "social advances" made between officers on the same shift, some "extra marital" in nature. To say the least, the situation became confusing and presented administrative problems to the supervisors in charge of the shift.

The City contends that the wording in the present contract has restricted them in their ability to deal with this situation. Therefore, they desire that the new contract Section E, Article 8 read as follows:

"The City may reasssign or transfer one or more employees to alleviate circumstances that caused or could have caused disciplinary action or to address concerns of overall departmental productivity or efficiency. If the reassignment requires an employee to work more than eight (8) hours in a day or forty (40) hours in a week the employee shall be entitled to premium pay.

Employees reassigned under this section shall receive in writing the reason or reasons for such reassignment from the Chief of Police.

Employees effected by reassignment shall be reassigned for no more than the balance of the current semi-annual shift selection period plus the next shift assignment period. Voluntary reassignments shall be considered prior to involuntary reassignments. Involuntary reassignments shall occur to an individual no more than once each 36 months."

The Conciliator, in direct questioning of Chief Evans, asked the Chief if he believed this new Section would give him the authority to take the action necessary to correct these problems. Chief Evans replied that he believed that it would be a start toward giving him the authority he needed to make the reassignments necessary to start to solve the problem.

The Association contends that the City has all the authority that it needs to take corrective action in this situation. Also, the Association contends that to accept the new wording for this Section, the Conciliator would make a change in past collective bargaining agreements or practices. The Ohio Collective Bargaining Law instructs Factfinders and Conciliators to be aware of and to follow, if at all possible, these past practices in their awards. There was a discussion at the hearing as to what past practices actually existed in prior contracts in this regard.

The Association was also concerned about the impact that a change in reassignment procedures would have on what they call "the

non-offending third party". This "non-offending third party" would be the officer who ends up being transferred or being reassigned because of a situation over which he/she has no control and to which he/she has not been a party.

Finding and Award: The Conciliator finds in favor of the City on this issue and directs that the new Section E, quoted above and proposed by the City, be included in the new contract.

The Conciliator makes this finding in favor of the City because he strongly believes that the Chief of Police must have the authority to run his Department. This authority to run a public safety organization takes precedent over all other considerations. This Conciliator was impressed by Chief Evans, and he does not believe that the Chief will use this authority in a capricious or vindictive way. He believes that Chief Evans will make every effort to consider the needs and feelings of every officer assigned to a shift and that he will do everything possible to lessen the impact that his decision might have on a "non-offending third party".

The Conciliator understands that, in making this decision, he may not be following practices in past collective bargaining agreements. However, the Conciliator believes that in this case the efficient management and control of the Police Department takes precedent.

The Conciliator further rules that this Section should become effective on the date that the other non-economic articles in the new Contract take effect.

ISSUE # 2 -- WAGES

Final Offers:

For the City: 1997 -- 3.5% increase
1998 -- 3.0% increase
1999 -- 3.0% increase

For a total increase of 9.5% for the life of the three year contract. This would average 3.2% per year.

For the Association: 1997 -- 4.25% increase
1998 -- 4.00% increase
1999 -- 4.00% increase

For a total increase of 12.25% for the life of the three year contract. This would average 4.2% per year.

Discussion: The Conciliator would want to make two initial observations.

The first is that the final offer of the two parties are only 1% apart. This is not a large difference. Many final offers in conciliation differ by as much as 3-4%.

The second is that statistics available to the conciliator show that most wage increases in the 1996 calendar year have averaged 3-4%.

The Department of Labor reported that hourly compensation in the non-farm sector rose at a 3.6% annual rate in the 4th quarter of 1996, (Wall Street Journal, March 12, 1997, Page A-2). A Federal Reserve Bank survey just released stated that wage increases overall

showed very few signs of breaking out of the 3-4% range, (Wall Street Journal, March 13, 1997, Page A-2). The Ohio State Employment Relations Board reported that their statistical data showed wage adjustments stabilizing between 3-4% in 1996, (First Quarter 1997 Bulletin, Serb Quarterly, Page 2). This report also stated that over half of the 1996 labor contracts in the public sector in Ohio contained wage increase that fall within this 3-4% range.

Further breaking down their statistics, SERB found that Columbus wage settlements for all contracts in the public sector were 3.34%. (No data was specifically available for Springfield.) By jurisdiction, city contracts averaged 3.37%; and by category, police contracts averaged 3.59%.

The Conciliator's purpose in presenting these statistics is to show that the 1% difference between the final offers of the two parties falls exactly within the 3-4% range found to exist nationally by the Department of Labor and the Federal Reserve Board. This 3-4% range was also found to exist in public contracts in Ohio by the State Employment Relations Board.

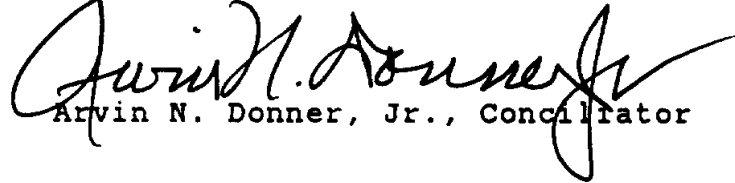
Finding and Award: As far as this Conciliator is concerned, the wage data from the sources discussed above show that the final offers of both parties are within the parameters of the wage increases taking place in 1996.

The final offers of both parties can be justified by these statistics. However, in conciliation, the Conciliator cannot "split the difference".

Therefore, the Conciliator rules in favor of the final offer of the Association. The new Contract would provide for a 4.25% increase in 1997; a 4% increase in 1998; and a 4% increase in 1999.

Chapter 4117.14 (G)(11) of the O.R.C. requires that "increases in compensation and other matters with cost implications . . . may be effective only at the start of the fiscal year next commencing after the date of the final offer settlement award." The fiscal year for the City of Springfield begins on January 1. Therefore, this wage increase, under Law, must be effective January 1, 1998.

Respectfully submitted,



Arvin N. Donner, Jr., Conciliator