

IN THE MATTER OF FACTFINDING

BETWEEN

CITY OF NORTH ROYALTON, OHIO

AND

FOP LODGE 15

(Correction Officers)

SERB CASE # 2021-MED-12-1595

Robert G. Stein, Factfinder

LEAD ADVOCATE FOR THE UNION:

Joseph Mando, Esq.

**FAULKNER, HOFFMAN, & PHILLIPS, LLC
20445 Emerald Parkway Drive, Ste. 210
Cleveland, OH 44135-6029**

mando@fhplaw.com

LEAD ADVOCATE FOR THE EMPLOYER:

James M. Budzik, Esq.

**MANSOUR GAVIN LPA
North Point Tower
1001 Lakeside Avenue, Suite 1400
Cleveland, OH 44114**

jbudzik@mggmlpa.com

CRITERIA

In the finding of fact, the Ohio Revised Code, Section 4117.14(C) (4) (E) establishes the criteria to be considered for factfinders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

The recommendations contained in this report are guided by the above statutory criteria and are intended to be in accordance with them.

INTRODUCTION

The parties involved in this Fact-find proceeding are the Fraternal Order of Police (“Union” or “FOP”) and the City of North Royalton (“City” or “Employer”). The City located in northern Ohio, has a population of approximately 31, 300 in a geographic area of some 21.4 square miles. The bargaining unit under SERB Case Number 2021-MED-12-1595 consists of approximately 12 full-time and part-time Correction Officers and a Lead Corrections Officer.

While the parties have been operating under the terms of Union Exhibit 1 since its December 31, 2021 expiration date, no waiver has been signed for 2022. Thus, the statutory impediment to retroactive wage increases that is set forth in Section 4117.14(G)(11) at this point is present. The FOP is proposing a two (2) year collective bargaining agreement, with full retroactivity on financial matters to January 1, 2022.

(Union Pre-hearing Statement, p. 2 and Factfinder Notation)

The bargaining relationship between the parties extends back several years. Both parties are proposing a two-year agreement, however, as evidenced below the lists of what each party identifies as unresolved issues varies. At the start of the hearing a conference was held with the two advocates and the factfinder to reconcile and reach agreement on the list of unresolved issues. Presentations were made by both sides and a second advocate/fact-finder conference was initiated by the factfinder in which the issue were further narrowed including potential areas of resolution. The factfinder having been submitted all the evidence and having heard extensive testimony regarding the City’s finances from Finance Director, Jenny Esarey, the state of the City from Mayor Larry Antoskiewicz and the interest and concerns of the Union from Lead Corrections Officer, Marty Toukonen after which the oral portion of the hearing was closed.

ISSUES

The following are the unresolved issues initially presented at Fact-finding by the Union:

Article XV- DUTY HOURS

Article XVI-OVERTIME

Article XXVII-HOLIDAYS

Article XXVIII-VACATIONS

UNION PROPOSAL (7) LATERAL TRANSFERS

Article XXX-INSURANCE

Article XXXI-WAGES
UNION PROPOSAL (10) SECTION 31.04
UNION PROPOSAL (11) SECTION 31.06
Article XXXIV-UNIFORM ALLOWANCE

The following are the unresolved issues initially presented at Fact-finding by the City:

Article X-PART-TIME EMPLOYEES
Article XVI-OVERTIME
Article XXVII-HOLIDAYS
Article XXVIII-VACATIONS
Article XXXI-SALARY SCHEDULE
Article XXXIII-INSURANCE
Article XXXIV-UNIFORM ALLOWANCE

EMPLOYER’S PROPOSED POSITION/OVERALL RATIONALE ON ALL ISSUES:

See Employer Pre-hearing submission

UNION’S PROPOSED POSITION/OVEARLL RATIONALE ON ALL ISSUES:

See Union’s Pre-hearing submission.

Discussion:

The timing of this fact-finding is taking place mid-December and the important fact that a waiver is not in place regarding an extension and retroactivity for wages in 2022 and 2023, the following fact-finding recommendations are recommended to the parties in order to foster a settlement of all remaining issues in dispute. For the sake of reference, again the statutory criteria required of factfinders are:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement
4. The lawful authority of the employer

5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

For the sake of efficiency and with the specific input of the parties that was marked by the excellent representation skills of both lead advocates, as well as the factual testimony of the witnesses, the Factfinder submits to the Union and the City the following recommendations in order to settle all the issues submitted to the Factfinder.

Recommendations Regarding all Unresolved Issues:

The Factfinder recommends the following on the unresolved issues:

ARTICLE XV DUTY HOURS

15.04 Current Language. The Chief will determine if shifts should rotate.

ARTICLE XVI OVERTIME

16.06 No additional language for part-time employees.

ARTICLE XVII HOLIDAYS

27.04 Increase the amount of the premium pay for working certain holidays effective in 2023. Add at the end of the Section:

Effective January 1, 2023, when any full or part-time employee is required to work overtime on Thanksgiving Day and/or Christmas Day, the employee shall receive two and one-half (2½) times their pay rate for all hours worked in excess of the scheduled shift.

ARTICLE XXVIII VACATIONS

28.05 Add to existing Section the following:

28.05 Vacation time shall not be carried over from one year to another without the express written authorization of the Employer. Any vacation time that is unused within the year granted, shall be deemed forfeited unless deemed otherwise by the Chief and Mayor except as provided by Section 28.09.

However, upon completion of twenty (20) years of service, an employee may reserve up to two (2) weeks of vacation per year, not to exceed ten (10) weeks, which shall be paid out upon retirement.

The Union's request to increase vacation cash conversion from forty hours to eighty hours is denied. The current forty hours for conversion is recommended. No further modifications or additional benefits to full or part-time employees are recommended. Section 28.09 would remain current language.

ARTICLE XXX INSURANCE

The Factfinder recommends the same insurance language contained in the other City contracts regarding employee premiums and out-of-pocket maximum expenses. The City's proposal for a spousal exclusion or surcharge is not recommended. The language should read:

30.01 Modify to read:

The Employer shall offer each full-time employee with either individual or family coverage, as appropriate, with medical, vision, or dental coverage as selected by the Employer.

30.02 Modify employee monthly contributions as follows:

January 1, 2022	January 1, 2023
Family: \$230	Family: \$240
Individual: \$ 88	Individual: \$ 93

30.03 Increase out of pocket maximums as follows:

	<u>Family Plan</u>	<u>Individual Plan</u>
2022	\$1,300	\$800
2023	\$1,400	\$850

ARTICLE XXXI WAGES

The Factfinder recommends a wage freeze for 2022. In 2023 all full-time employees would receive an additional \$250 in professional pay and part-time employees an additional \$100 and those amounts are then rolled up into the base wages and the professional wage supplement is eliminated from the CBA. All employees would then receive a 5.75% increase effective January 1, 2023 after the roll-up (and elimination of professional pay) as follows:

Corrections Officer: Full-Time Schedule

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
2022	\$18.15	\$21.12	\$22.82
2023	\$20.08	\$23.22	\$25.02

Corrections Officer: Part-Time Schedule

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
2022	\$18.15	\$21.12	\$22.82
2023	\$19.63	\$22.77	\$24.56

Lead Corrections Officer

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
2022	\$32.12	\$34.49	\$36.84
2023	\$34.86	\$37.36	\$39.85

In addition, the Contract should be amended to add language for a new hire correction officer with proven experience to receive a higher rate of pay as follows:

31.04 All newly hired employees shall be paid at the Step 1 rate during their probationary period (1st year) and moved to Step 2 of the next year following completion of their 1st year of employment. If the newly hired employee can provide documentation of full-service correctional certification or its equivalent at the time of hire, the newly hired employee may start at Step 2, with the approval of the Chief of Police and the Mayor. Following completion of their first full year of employment and completion of their probationary period, an employee with proven prior experience moves up to Step 3.

No other vacation benefits to such new correction officers are recommended as proposed by the Union. Any current new Correction Officer who was hired within the last year at a higher step pursuant to the parties MOU, should move up to the next step after one year.

31.05 Current language for 2022. Effective January 1, 2023, delete this provision (delete professional pay supplement inasmuch it is rolled into the base pay).

31.06 The Factfinder recommends current language for pay to other correction officers in the absence of the Lead Correction Officer.

To the extent that either party has proposed other modifications, the Factfinder would reject such proposals and the language would be rejected and/or the current contract provisions would remain the same.

RESOLVED ISSUES – EXHIBIT A

The parties have resolved the following issues prior to the issuance of this Recommendation and the factfinder recommends adoption of these tentative agreements.

ARTICLE X PART-TIME EMPLOYEES

10.04 (NEW) Part-time employees may accumulate up to 24 hours of compensatory time for all hours actually worked in excess of eight (8) hour per day (8 hour shifts), or ten hours per day (10 hour shifts) or hours in excess of forty (40) hours per week for any shift. Part-time employees must use compensatory time in no less than four (4) hour increments. Any compensatory time not used by the end of the calendar year will be paid out as wages.

ARTICLE XVI OVERTIME

16.01 Increase hours of accumulated compensatory time to 240 hours for full-time employees with a payout of hours over 201-240 as stated below, in January of the following year at the prior year's wage rate.

16.01 Modify compensatory time accrual from 180 hours maximum to 240 hour maximum in this section.

At the end of the provision add as follows:

At the end of each calendar year, compensatory time banks shall be reduced to 200 hours and compensatory hours between 201-240 shall be paid in the first pay period in January at the prior year's rate of pay.

ARTICLE XXXIV UNIFORM ALLOWANCE

34.01 Add to end of current provision:

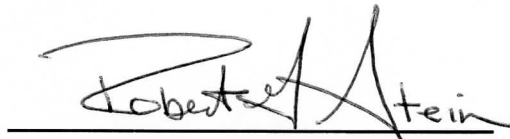
In the event an employee is separated from employment, prior to the six month period since the most recent uniform allowance payment, said employee must refund to the City the uniform allowance on a prorated basis. The uniform allowance will be prorated and deducted from the employee's final paycheck.

The Factfinder also notes the parties agree to a two year contract, January 1, 2022 - December 31, 2023. The duration article should state the two-year contract.

TENTATIVE AGREEMENT

Any and all tentative agreements reached by the parties prior to or during fact-finding are considered to be recommended by the Factfinder (see attached, Exhibit A).

The Factfinder respectfully submits the above recommendations to the parties this 13th day of January, 2023.

A handwritten signature in black ink, appearing to read "Robert G. Stein". The signature is written in a cursive style with a horizontal line underneath the name.

Robert G. Stein, Factfinder