

**State of Ohio
State Employment Relations Board
Fact-Finding Report**

2001 MAY 21 A 10:08

In the Matter Between:

CITY OF YOUNGSTOWN

And

YOUNGSTOWN POLICE RANKING
OFFICERS ORGANIZATION
(Detective/Sergeant, et al)

FACT-FINDER REPORT
00-MED-08-0826

FACT-FINDER: Thomas L. Hewitt
HEARING DATE: May 4, 2001
REPORT ISSUED: May 16, 2001

APPEARANCES

FOR THE CITY:

Dennis Haines, Attorney
Ronald Koday, YPRO President
William Blanchard, YPRO Vice President
Charles Guzzy, YPRO Secretary
William Ross, YPRO Member

FOR THE ASSOCIATION:

John McNally, Assistant Law Director
Barbara Burtner, Finance Director

BACKGROUND

Following six (6) negotiation sessions with the last session being held April 3, 2001, the parties had reached an agreement on all issues except Wages in the renegotiations of a Labor Agreement between the City of Youngstown, Ohio and the Youngstown Police Ranking Officers Organization. The prior Labor Agreement became effective December 1, 1997 and expired on November 30, 2000.

On the 24th day of November, 2000, the following *Me Too Clause* was proposed by the Union and executed in agreement by the parties:

Effective December 1, 2000 through November 30, 2002, the bargaining unit members shall receive, in addition to all wages and benefits set forth in the November 2000 through October 2003 Collective Bargaining Agreement, any additional and/or greater economic percentage increase, benefit, or allowance granted the Patrol Officers' bargaining unit. This understanding is to be liberally interpreted to insure parity of percentage increases, benefits, or allowances granted the Patrol Officers' bargaining unit, and the City agrees to provide the Union with all necessary information (including collective bargaining agreement and ordinances) to ascertain compliance with this Agreement.

Among other findings, a wage increase of \$.30 per hour plus four percent (4%) in each of the three years of the Agreement was granted the Patrol Officers' bargaining unit per Fact-Finder Dana Castle, rendered on February 21, 2001 in Case No. 00-MED-08-0827 (City of Youngstown and Youngstown Police Association /OPBA). The fact-finding report was accepted by both parties.

Following ten (10) telephone contacts by this fact-finder and the six (6) negotiating sessions, the parties reached an impasse and a fact-finding hearing on the issue of Wages only was held at the City Hall Building in Youngstown, Ohio on Friday, May 4, 2001. All witnesses were sworn and both parties had full and equal opportunity to make statement, present evidence, examine, and cross-examine witnesses and presentations made.

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The fact-finding took into consideration the following:

1. Past collectively bargained agreements, if any between the parties;
2. Comparison of unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interest and welfare of the public, and the ability to the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
4. The lawful authority of the public employer;
5. Any stipulations of the parties; and
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

Post bargaining history reflects the fact that the settlements made with the Youngstown Police Association/OPBA and the Ranking Officers has been equal in wages since 1986 to present (1986-1988, 1989-1991, 1992-1994, Ranking Officers were in the same unit as Patrolmen. In 1995,-1997, 1998-2000 Agreement, the Ranking Officers were in separate unit from Patrolmen and received identical raises.)

Comparison with others performing comparable work was also provided by both parties and analyzed by the fact-finder.

In comparison to the ability to pay found by fact-finder Dana Castle regarding the City's financial position, it appears the information supplied at that hearing was in error and the several million dollar surplus did not occur. Consequently, the ability to pay factors although severely diminished, but are not found by this fact-finder to be controlling insofar as the affect to reduce the wage increase protected by the "Me Too" agreement between the parties.

FINDINGS

A complete analysis of the fact-finding by Dana Castle is found by this fact-finder to be correct, precise with well reasoned analysis and findings. These findings are agreed to by this fact-finder including the need for the \$.30 per hour per year catch-up increase.

Fact-Finder Dana Castle included the following:

Analysis

The members of this bargaining unit are clearly at a disadvantage in terms of payment schedules when compared with its comparables (cities of same general size and geographic area) and even in comparison with some of the City's comparables based on 1999 and 2000 salary rates included in the exhibits presented. While Youngstown has experienced severe times in the past, it is clearly in a much sounder financial position presently and able to improve the lot of underpaid employees. Future forecasts are, of course, always difficult and general finance forecasts anticipate some decline in the over-all favorable economic conditions the country has been enjoying, but the financial data presented does warrant improving wages. At the same time, the fact-finder is mindful that the increase being sought by the Association is considerable and that the City must deal with eight other units which will be arguing parity, although whether their individual situations warrant substantial increases is, of course, outside the parameters of this determination. Balancing the need for improved status of the employees represented by the Association with the fact that all problems cannot be remedied overnight and decisions have far reaching implication, the fact-finder recommends an increase of thirty cents (\$.30) per hour in each of the three years of the contract along with a four percent (4%) increase in each year of the contract.

Most recent agreement settlements of similar size and situation have provided for approximately four percent (4%) increase, varying from 3.5% to a little over 4%, but the majority has been less than four percent (4%). The \$.30 per hour per year catch up appears to have been caused by a zero (0) year on scale increase in 1998, although a \$1800.00 lump sum was paid that year. The officers acceptance of the 0% on scale increase in 1998 was due to the City's economic condition and created a wage deficiency. To correct the 1998 zero (0) on scale increase, a supplement to the 4% per year increase

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is found to be necessary. Fact-finder, Dana Castle, found \$.30 per hour per year to be reasonable for non-patrol officers.

The Ranking Officers unit is requesting an additional \$.50 per hour make-up above the patrol officers' \$.30, as they believe they are further behind in wages than the Patrolmen due to their higher wage scale and behind in relationship to Ranking Officers in similar work forces. Consequently, increased make-up is sought. The fact-finder makes the following calculation: $$.30 \times 2,080 \text{ hours} = \$624.00 \times 3 \text{ years} = \1872.00 and finds the make-up covers the \$1,800.00 from 1998 plus \$72.00 which would be lost as a percentage increase in the \$1800.00 range if it had been applied on scale since 1998.

An analysis of the wage increments between the Patrolmen and the job class of the Ranking Officer's does not support the fact that the Ranking Officers have lost ground in comparison to the Patrolmen wage range. The annual percentage increase when applied to the higher salaries increases the incremental differential between job classes (Patrolmen vs. Ranking Officers) at an increasing rate favors the Ranking Officers. Also the comparisons with like positions in similar communities does not appear to be as far out of line as to warrant a larger increase at this time. The fact-finder does not find the Ranking Officers have been convincing in their quest for additional make-up monies.

One of the purposes of fact-finding is to promote labor management peace and harmony and any finding of a larger increase to one unit over another without very convincing evidence would not further this purpose.

The fact-finder therefore, finds the \$.30 and 4% per year per Dana Castle's Fact-Finding Report to be applicable to the Ranking Officers and further increases are denied.

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Recommendation

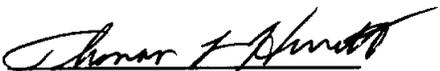
Wages should be increased by thirty cents (\$.30) per hour in each year of the three (3) years of the contract along with a four percent (4%) increase in each year of the contract.

December 1, 2000	November 30, 2001	4% + \$.30 per hour
December 1, 2001	November 30, 2002	4% + \$.30 per hour
December 1, 2002	November 30, 2003	4% + \$.30 per hour

Submitted by:  Date: May 16, 2001
Thomas L. Hewitt
Fact-finder

CERTIFICATE OF SERVICE

I certify that the above report was served upon the above-named parties and the State Employment Relations Board by First-Class mail on May 16, 2001.


Thomas L. Hewitt