

STATE EMPLOYMENT RELATIONS BOARD  
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STATE EMPLOYMENT  
RELATIONS BOARD

OHIO PATROLMEN'S BENEVOLENT )  
ASSOCIATION, )  
 )  
UNION, )  
 )  
AND )  
 )  
THE CITY OF TWINSBURG, )  
 )  
EMPLOYER )

FACT-FINDING REPORT

STANLEY B. WIENER,  
FACT FINDER

2001 MAR 28 A 10:

MARCH 24, 2001

2001 MAR 28 A 10: 25

STATE EMPLOYMENT  
RELATIONS BOARD

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A fact-finding hearing was held on March 6, 2001 at the City Of Twinsburg City Hall, 10075 Ravenna Road, Twinsburg, Ohio, before STANLEY B. WIENER, Fact Finder.

Representing the OHIO PATROLMEN'S BENEVOLENT ASSOCIATION, ("Union") was S. RANDALL WELTMAN, Esq. Also appearing and testifying on behalf of the Union was Sergeant, JEFF NASH.

Representing the CITY OF TWINSBURG, ("City") was ROBERT W. WINDLE, Labor Relations Consultant, of Management Systems, Inc. and KOLETTE WOLDSZYNEK, Director of Human Resources.

At the time of the hearing the bargaining unit consisted of four full-time sergeants.

I. PAST NEGOTIATIONS-MEDIATION

Last year (2000) the Union and the City negotiated contracts for Patrolmen, Sergeants and Dispatchers. All contracts were for three (3) years commencing January 1, 2000 and ending December 31, 2002.

The Sergeant's contract contained provisions for a re-opener on two issues, wages (rank differential) and promotions:

ARTICLE 22, Section 3. "The parties agree to re-open the issue of rank differential on or prior to the first anniversary of this Agreement."

ARTICLE 39, Section 2 "The parties agree to re-open the issue of promotions on or prior to the first anniversary of this Agreement."

The parties met one time to negotiate the above issues. The Union submitted proposals for rank differentials and promotions; the City made no counter proposals.

Mediation was attempted during the Fact-Finding hearing. The Union withdrew its proposal on promotions; leaving one issue at impasse.

## II. ISSUE AT IMPASSE

### ARTICLE 22 WAGES - WAGE DIFFERENTIAL BETWEEN PATROLMEN AND SERGEANTS

UNION POSITION: The primary issues during the last contract negotiations were economic. The City gave increases over the three years of four per cent (4%), three and one-half per cent (3-1/2%) and three and one-half per cent (3-1/2%) plus a two per cent (2%) equity boost. The union felt that this was not good enough. The Union indicated that the offer would be rejected. It asked for a two and one-half per cent (2-1/2%) increase in the differential between Patrolmen and Sergeants. The City indicated that it would

endorse increasing the rank differential but could not do anything at that time because of the political situation. The City requested that the Union accept its proposal and agree to a re-opener for the purpose of adding to the rank differential between the Patrolmen and Sergeants. The Union accepted the City's offer.

At the re-opener, the Union proposed an increase of Two per cent (2%) in the differential. The City made no counter proposal.

The Union believes that by proposing the re-opener, the City obligated itself to make some offer.

At the start of this hearing the Union proposed annual increases in the differential of one-half of one per cent (1/2 of 1%) for 2001 and 2002.

During the hearing, the Union, in lieu of percentage increases in the differential, proposed lump sum payments of Two Hundred Fifty and 00/100 Dollars (\$250.00) for 2001 and Two Hundred Fifty and 00/100 Dollars (\$250.00) for 2002.

**CITY POSITION:** The economic package given by the City for the current contract was extremely generous. The City is strongly opposed to any increase in the rank differential, which currently stands at approximately thirteen and one-half per cent (13.5%). No additional differential is warranted. The differential is the largest in the City, and exceeds most of the police departments in comparable cities in Cuyahoga and Summit Counties.

As to the re-opener, the promise made by the City was to revisit the issue. No promise express or implied was made to

increase the differential. The City just wanted to compare the differential with comparable cities and with other departments of the City.

### III. FINDINGS AND RECOMMENDATIONS

As a Fact-Finder I am required to take into consideration the factors set forth in the Ohio Revised Code, Section 4117.14 (G) (7) (a) through (7) (f). This I have done.

I wish to thank both sides for their preparation and assistance in this matter.

The City acted responsibly regarding wage increases contained in the present contract.

The Union also acted responsibly during the re-opener. It withdrew its promotion proposal and substantially reduced its demand for rank differential between Patrolmen and Sergeants from two per cent (2%) to flat sums of Two Hundred Fifty and 00/100 Dollars (\$250.00) for 2001 and 2002, which sums are not to be included in the wage scale, thus keeping the differential at the current percentage.

The Union claimed that the City's proposal for a re-opener was in effect, a promise to do something positive regarding the rank differential. The City claimed that by offering the re-opener it agreed only to revisit the issue.

I have never favored re-openers. In my opinion all issues at impasse should be resolved at one time, even if fact-finding is

required.

However, if the parties do agree on a re-opener then something positive should be proposed, otherwise the re-opener could be looked upon as a delaying tactic. If nothing is forthcoming a bad precedent would be established and an agreement for a re-opener would not be used more than once.

I find that the City proposed the re-opener and that it was proposed in good faith. I further find that the Union had sufficient reason to believe, under the circumstance, that the City would be forthcoming with an offer during the re-opener negotiations.

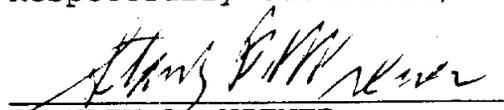
I further find that the Union's final proposal is reasonable.

**RECOMMENDATION:** As to ARTICLE 22 (WAGES) I would add a new Section 9 to read as follows:

"In the month of December, 2001, the Sergeants shall receive a cash payment of Two Hundred Fifty and 00/100 Dollars (\$250.00). In the month of December, 2002, the Sergeants shall receive a cash payment of Two Hundred Fifty and 00/100 Dollars (\$250.00). Said payments are not to be reflected in the wage rates."

Dated: March 26, 2001.

Respectfully submitted,

  
STANLEY B. WIENER  
Fact Finder

SERVICE

True copies of the foregoing Report were sent this 24<sup>th</sup> day of March, 2001, to the following by Federal Express:

MR. ROBERT W. WINDLE  
ADVANCED MANAGEMENT SYSTEMS, INC.  
555 W. Schrock Road, Suite #220  
Westerville, Ohio 43081

and

S. RANDALL WELTMAN  
Ninth Floor - The Halle Building  
Cleveland, Ohio 44115

  
STANLEY B. WIENER, Fact-Finder