

STATE OF OHIO STATE EMPLOYMENT  
STATE EMPLOYMENT RELATIONS BOARD RELATIONS BOARD

SEP 23 A 10:39

September 20, 2002

In the Matter of Fact-Finding Between

THE CITY OF STOW ) Case No.: 02-MED-01-0026  
 )  
and )  
 )  
OHIO PATROLMEN'S BENEVOLENT )  
ASSOCIATION )

APPEARANCES

For the City:

James A. Budzik, Esq. Attorney  
Gina Kuhlman, Esq. Attorney  
Lee A. Schaffer Mayor  
John M. Baranek Finance Director  
Claudia B. Amrhein Human Resource Director

For the Union:

S. Randall Weltman Attorney  
David Semonin Committee Member  
Michael Titus Committee Member  
Jeff Breznak Committee Member  
Barry Smith Committee Member

Fact-Finder:

Virginia Wallace-Curry

## INTRODUCTION

This matter concerns the fact-finding proceeding between the City of Stow (the "City") and the Ohio Patrolmen's Benevolent Association (the "Union" or "OPBA"). The bargaining unit in this matter consists of all full-time Police Officers, below the rank of Sergeant. There are approximately twenty eight (28) employees in the bargaining unit. The terms of the parties' collective bargaining agreement expired on March 31, 2002.

The parties have met on several occasions to negotiate a new agreement. During those negotiations, the non-economic issues were resolved. The issues that remain are primarily economic in nature.

Virginia Wallace-Curry was appointed fact-finder in this matter by the State Employment Relations Board. The parties declined the fact-finder's offer to mediate the issues, and a hearing was held on August 8, 2002, at which time the parties were given full opportunity to present their respective positions on the issues. The fact-finding proceeding was conducted pursuant to Ohio Collective Bargaining Law and the rules and regulations of the State Employment Relations Board, as amended.

In making the recommendations in this report, consideration was given to criteria listed in Rule 4117-9-05 (K) of the State Employment Relations Board.

The remaining unresolved issues are:

1. Rights of Employees - Article V
2. Uniforms Allowances - Article XIV
3. Rates of Pay - Article XV
  - A. Wages/Compensation
  - B. Officer in Charge Pay
  - C. Shift Differential
  - D. Field Training Officer Pay
  - E. Special Capacity Bonus
4. Holidays - Article XVI

5. Longevity Pay - Article XVIII
6. Hospitalization, Dental and Life Insurance - Article XIX
7. Compensatory Time Policy - Memorandum of Understanding

## **BACKGROUND**

The issues at impasse between the parties are primarily economic in nature. The City is in sound financial shape and its ability to pay has not been an issue. The City seeks to remain fiscally responsible, because of the uncertainty in the economic growth of the region. The exit of several significantly sized businesses is expected to impact the finances of the City and its residents.

The City's main concern during these negotiations has been to achieve internal parity between its various bargaining units and non-bargaining employees on economic issues. The City has settled with AFSCME, the largest of the five bargaining units, and has a fact-finding report with recommendations for the Dispatchers bargaining unit which essentially follows the pattern set by the AFSCME unit with regards to wages and employee benefits.

However, internal parity is only one factor to be considered in fashioning recommendations for the issues involved. The bargaining unit's ranking among comparable communities is also a factor to be considered. However, where a bargaining unit is not significantly below its comparable jurisdictions, keeping internal parity on benefits that are common to all employees contributes to labor stability and morale and ease of administration for the City.

The Union is asserting that internal parity should not be followed for the Police Officers in the bargaining unit. The Union contends that the Police Officers have afforded the City

staggering productivity and should be compensated for their efforts beyond that offered by the City. The Union asserts that the City has the lowest ratio of Police Officers per 1000 residents. There has been a significant increase in the number of crimes reported in the City and the number of Police Officers on patrol has remained the same or decreased. The increase in all types of crimes has forced the Officers to be reactive and not pro-active. The Union argues that, if the City cannot hire more Police Officers, it must reward those who service the City for their increased efforts and productivity.

The statistics presented on the rise in crime rates and the number of Police Officers employed by various comparable communities indeed supports the Union's contention that the City needs to hire more Police Officers, and that the current force is working harder with fewer officers and smaller budgets than most. Even the Mayor admitted that the City needs to hire more Police Officers, although she states that the legislature must authorize an increase in the number of Officers the City may hire. However, the total the economic package that Stow Police Officers receive is not significantly out of balance with these jurisdictions. Although Stow Officers are not highest paid, they are not the lowest of the comparable jurisdictions. Consequently, following the City's proposal to maintain internal parity on wages and employee wide benefits is given significant weight in this instance.

Based on the above, the Fact-finder makes the following recommendations.

## ISSUES

### 1. ARTICLE V - RIGHTS OF EMPLOYEES

#### Union's Position

**Add: The City shall be obligated to relieve from duty with pay up to two (2) members of the OPBA's Negotiating Committee for the purpose of attending any collective bargaining meeting or mediation with the City and any fact-finding or conciliation hearing.**

The Union asserts that many of the collective bargaining sessions were difficult to accomplish due to the City's inability and /or refusal to relieve working negotiating team members from their patrol duties.

#### City's Position

**The City rejects the Union's proposal.**

The City signed ground rules at these negotiations permitting some release time. This issue should be left up to the parties at the next round of negotiations after expiration of the collective bargaining agreement ("CBA"). No other City contract contains a contractual guarantee for release time for negotiations at the next round of negotiations after the expiration of a CBA.

#### Recommendation

**The City's position is recommended.** Release time for negotiations should be determined along with the ground rules at the expiration of the CBA. Such an agreement should have the same force as a contract provision, but is tailored to meet the needs of the parties at the

time of negotiations.

## 2. **ARTICLE XIV - UNIFORMS AND RELATED ALLOWANCES**

### Union's Position

**Increase the Uniform Allowance to \$1,200 and provide a one-time supplemental uniform allowance of \$300 to Officers assigned to the Detective Bureau.**

It argues that the costs of uniforms and necessary related items rise every year, in excess of the City's offer of 3%. The City affords its Firefighters with a greater uniform allowance, even though they have fewer uniform items. Officers who the City appoints as Detectives incur a substantial "start up" cost in regard to their completely different "uniform."

### City's Position

**Increase uniform allowance by three percent (3%) .**

The City submits that the Union proposal is excessive and counters with three percent (3%) in uniform allowance increases each year. AFSCME and the City recently agreed to three percent (3%) increases in uniform increase payments as part of the AFSCME settlement. The Dispatchers negotiations resulted in the Fact Finder recommending a three (3%) increase in uniform allowance. The City argues its proposal is reasonable and should be adopted.

### Recommendation

The evidence presented by the parties shows that the **City's offer of 3% is reasonable and comparable to other similar jurisdictions and is recommended.** The Union's proposal to

give Officers assigned to the Detective Bureau a one time supplemental allowance of \$300.00 is also recommended as reasonable.

**Suggested language**

**Add to Article XIV: Any full-time regular member of the Police Department who is assigned to the Detective Bureau shall receive a one-time supplemental uniform allowance of \$300.**

Increase Uniform Allowances to reflect a 3% increase in value for each of three years.

3. **ARTICLE XV - RATES OF PAY, OIC PAY AND SHIFT DIFFERENTIAL**

**A. Rates of Pay**

Union's Position

**Increase rates of pay in the amount of five percent (5%) on January 1, 2002, January 2, 3003 and January 1, 2004. Add: All step raises shall be provided on each employee's anniversary date beginning with the employees date of hire. Add: Footnote to "Entry Level Step" - New hires are to be paid for all travel time to training, including to the academy. Delete: Note 1.**

The Union asserts that this bargaining unit has provided the City with staggering productivity that deserves to be appropriately compensated. The City has not hired its full complement of Police Officers allowed by legislation; therefore, there are fewer officers to service the growing population of the City. The Union's proposal attempts to capture a portion of the surplus value that bargaining unit members have produced . The City's offer is substandard when compared to the "going-rate" for the police service and would result in the bargaining unit losing ground in regard to the comparability of the economic package.

City's Position

**Increase wages by three percent (3%) each year of the Agreement.**

This is in line with inflationary rates, the City's ability to pay, and past negotiations history settlement. The City submits that wages to its Police Officers are in line with surrounding communities. The City's proposal is also in line with the negotiated settlement with AFSCME and the Dispatcher's fact-finding award.

Recommendation

**A wage increase comparable to other City bargaining units is recommended, which is a 3.5% increase the first year of the Agreement and 3.25% for each of the following two years of the Agreement.** The increases are to be retroactive to expiration of the last CBA, April 1, 2002. Although this increase is slightly below the average increase for police units elsewhere in the region, it maintains internal parity for the City without placing the City's Police Officers significantly below those of comparable jurisdictions. The Union's proposal to change to when step increases become effective is not recommended, and paid travel time for new hires is not recommended.

**B. Officer in Charge Pay**

Union's Position

**Compensate Officer in Charge for each hour served in that status; increase Officer-in-Charge Pay to the rate paid to the lowest Sergeant rate.**

Officers who assume the responsibility and the liability of supervising a shift deserve to

Dispatcher and its Service employees with a greater shift differential than Police Officers.

City's Position

**Increase of ten cents (\$0.10) to each level of shift differential.**

Recommendation

Although the City has argues that shift differentials should not be a part of the compensation for Police Officers because it is a 24 hour a day job, the City has a history of paying a shift differential to Police Officers, as well as other bargaining unit employees. The differential for AFSCME is \$0.50/hour for second and third shifts; for the Dispatchers \$0.55/hour was recommended. **For the Police Officers, it is recommended that the shift differential be increased to \$0.50/hour for the second shift and \$0.55/hour for third shift.** This is an increase of \$0.15/hour for each shift.

**D. F.T.O. Pay**

Union's Position

**Add D: Employees who act as Field Training Officers will be paid an additional one (1) hour, at the overtime rate, for each shift they train.**

The Field Training Officers that Management appoints provide a monumentally important function. The rate proposed by the Union in not only typical but appropriate.

City's Position

**Fifty cent (\$0.50) per hour increase to any employee who acts as F.T.O.**

**Recommendation**

Very little data on the going rate of pay for F.T.O.'s was presented by either party. The City acknowledges the importance of F.T.O.s by offering added compensation for officers who perform this function. However, the City's \$.50/hour seems very low compensation and the Union's proposal seems high and not warranted. **Therefore, it is recommended that any employee who acts as F.T.O. receive a \$1.00/hour increase to their rate of pay.**

**E. Special Capacity Bonus**

Union's Position

**Add E: Effective April 1, 2002, all CRRT members and Detectives shall receive an annual bonus in the amount of five hundred dollars (\$500.00). This bonus shall be paid on April 1<sup>st</sup> of each year.**

CRRT, Critical Response Rescue Team, fulfills the SWAT function and as a result its Management appointed members devote extra time and personal risk to this duty. The Detective Bonus is an attempt to recover some of the monies that these Management appointees lose (in overtime and second jobs, etc.) when they leave road patrol.

City's Position

**Reject Union proposal.**

### **Recommendation**

**The Union's proposal is rejected.** There was not enough information available on overtime hours lost by these individual or how may comparable jurisdictions offer a similar bonus pay to recommend this proposal.

#### **4. ARTICLE XVII - HOLIDAYS**

##### **Union's Position**

**Add Martin Luther King, Jr. Day to list of paid holidays.**

The City of Stow is one of the few cities, counties or townships that does not provide MLK Day as a paid holiday.

##### **City's Position**

**Retain the current number of holidays.**

The employees currently enjoy a generous holiday provision which is the same total number as other City employees. Any other proposal regarding holidays is rejected. The current benefit is in line with other jurisdictions. The Fact-Finder for the Dispatcher negotiations rejected the Union's proposal to add this holiday.

##### **Recommendation**

**The City's proposal to retain the current number of holidays is recommended.** The City's total holiday package of 13 holidays is about average for comparable communities and is the same number of holidays as other City employees receive. Because Police Officers do not

receive the actual holiday off, it is not unconscionable that Martin Luther King Day is not listed as a holiday for which Police Officers receive holiday pay.

**5. ARTICLE XVIII - LONGEVITY PAY**

Union's Position

**Increase incremental dollar per hour amounts to 5<sup>th</sup> year - \$0.30; 10<sup>th</sup> year - \$0.35; 15<sup>th</sup> year - \$0.40; and 20<sup>th</sup> year - \$0.45.**

The Union argues that bargaining unit employee who survive Stow's working conditions deserve more longevity than the City provides

City's Position

**Retain current benefit and amounts.**

This bargaining unit receives the same amounts as other City employees. Moreover, the current benefit is in line with other comparable cities.

**Recommendation**

**The City's proposal to retain the current benefits and amount is recommended.** The current benefits are in line with other comparable jurisdictions and is the same as other City employees.

6. **ARTICLE XIX - HOSPITALIZATION, DENTAL AND LIFE INSURANCE**

Union's Position

**Add optical insurance coverage, including one-time corrective eye surgery for each employee; Add prescription coverage at the level of five dollars (\$5.00) Generic and ten dollars (\$10.00) Nam Brand drugs.**

Virtually every comparable city provides optical insurance in some form. Providing corrective eye surgery, while reducing the cost of optical insurance, would also enhance officer safety and performance. Prescription coverage in the form of a "card" is provided pursuant to almost every healthcare plan. Deprivation of this benefit automatically renders the City's health care provision as substandard.

The City's offer to raise deductibles is opposed by the Union. The City's position actually exacerbates the inadequacy of the current prescription benefit. The City has not share any information about its own self-insured plan that would justify any increases in employee costs.

City's Position

**Modify Medical Hospitalization by increasing the deductibles to two hundred fifty dollars (\$250.00) for single and five hundred dollars (\$500.00) for family coverage annually and implement an employee contribution rate towards premiums of twenty-five dollars (\$25.00) per month for single and fifty dollars (\$50.00) per month for a family plan. Employees who use non-network providers are provided less payments toward deductibles. Raise the lifetime maximum limit from one million dollars (\$1,000,000.00) to one and one-half million dollars (\$1,500,000.00). Add a prescription and vision plan through the AFSCME CARE plan or similar plan that includes vision and prescription coverage.**

As the costs of health care coverage continues to rise, many public employees, both state-

wide and regionally, pay something towards health care. City employees should contribute to their coverage.

### **Recommendation**

Health care benefits that are offered to all City employees should be uniform across bargaining units. **The City's position is recommended, except for the portion that requires an employee to contribute to the health care premium.** No other City employees are currently required to pay toward their premiums and there is no reason that the Police Officers should have this added burden. It is enough that the deductibles that employees must meet have increased.

The City's proposal includes adding the AFSCME Care Plan at a cost of \$29.75 per employee. The AFSCME Care Plan provides a vision care plan, life insurance, a prescription drug plan and hearing aid coverage. The Union is concerned about the rising cost of the AFSCME Care Plan benefits being passed on to the employees during the life of the Agreement. Number 4 in the brochure on the AFSCME Care Plan Requirements for Participation states that "[t]he Employer must pay the entire premium contribution for each Employee in the bargaining unit." Although the AFSCME plan and the health care coverage provided by the Employer is complicated to maneuver and receive reimbursements, all employees of the City have the same coverage and perhaps will one day the City Administration will move to a simpler system if one exists.

**Suggested Language:** Add to paragraph two of Article XIX with the following:

**Effective on or after April 1, 2002, individual and family calendar year deductibles will increase to \$250 and \$500 annually. Employees who use non-network providers are provided less payments toward deductibles. The**

**lifetime maximum limit is increased from one million dollars (\$1,000,000.00) to one and one-half million dollars (\$1,500,000.00). Employees will receive a prescription and vision plan through the AFSCME CARE plan or similar plan that includes vision and prescription coverage; the premiums for such plan shall be paid for in full by the City.**

7. **MEMORANDUM OF UNDERSTANDING - COMPENSATORY TIME**

Union's Position

**Renew for term of successor agreement, except increase "rolling" cap to two hundred forty (240) compensatory time so long as the shift can be properly covered (no creation of undue burden). In addition, establish a procedure for the "cashing out" of compensatory time up to four (4) times per calendar year.**

The City affords four hundred eighty (480) hours of compensatory time to its Service employees. The historical result of the current policy is that bargaining unit members find it difficult, if not impossible, to utilize their earned compensatory time. The City allows its Firefighters to "cash-out," at their will, their compensatory time, saving both the employee and the City from pension contributions.

City's Position

**Delete and eliminate the compensatory time policy in its entirety.**

The City asserts that employees have enough time off provisions in the CBA. The City submits that employees who earn overtime should be compensated in cash.

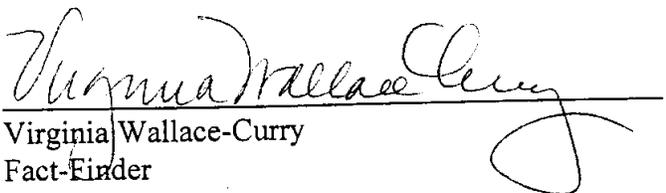
**Recommendation**

**Retain the current Memorandum of Understanding on Compensatory time. The**

Union's main concern is that members are often denied the use of compensatory time because there are not enough Police Officers to cover the shifts without utilizing overtime. It is difficult to understand how the Union's proposal to increase the number of hours of compensatory time an employee may accumulate will help Officers to utilize their compensatory time.

However, the City's proposal to eliminate compensatory time is not recommended.

Police Officers must be allowed some additional opportunities for time off from a stressful job performed under circumstances where they have to make do with so few Officers. Therefore, the current policy on compensatory time should remain in effect. However, the City cannot have an illusory benefit, i.e., offering compensatory time, but not allowing employees to use it because of the creation of overtime obligations. It appears that the City may have to make a choice to either to hire more Officers to allow compensatory time to be used or allow overtime to ensure that compensatory time can be used. Time off is extremely important for Officers who are trying to make do with less personnel and are affording the City high productivity.

Submitted by:   
Virginia Wallace-Curry  
Fact-Finder

September 20, 2002  
Cuyahoga County, Ohio

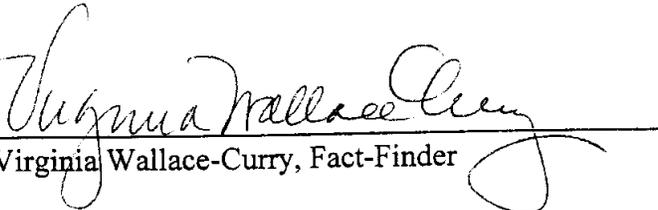
**CERTIFICATE OF SERVICE**

This is to certify that a true copy of the Fact-Finding Report for the City of Stow and the Ohio Patrolmen's Benevolent Association was sent to the parties by regular U.S. mail and to the State Employment Relations Board by regular U.S. mail on this day, September 20, 2002. The Fact-Finding Report was served upon:

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